

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING

8/23/2021

FLOWER MOUND TOWN HALL, 2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

6:00 P.M.

An agenda information packet is available online at www.flower-mound.com/AgendaCenter

Please silence or turn off all electronic devices in Jody Smith Hall

A. CALL MEETING TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PUBLIC COMMENT

To speak to Council during public comment, please fill out a [comment form](#).

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired
- Please state your name and address when speaking

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

E. PRESENTATIONS

1. Republic Services Recycling Update

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital Improvement projects
2. Economic Development projects

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H. FUTURE AGENDA ITEMS

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

I. COORDINATION OF CALENDARS

1. Special meeting - Board interviews:
 - a) Tuesday, September 14
 - b) Thursday, September 16
2. Regular meeting:
 - a) Monday, September 20
3. Special meeting (Closed Session) - Town Manager search:
 - a) Thursday, September 2, 10:00 a.m.
 - b) Monday, September 27, 11:00 a.m.
 - c) Friday, October 22, 9:00 a.m.

J. CONSENT ITEMS

This part of the agenda consists of non-controversial or "housekeeping" items required by law. Items may be removed from Consent by any council member by making such request prior to a motion and vote.

1. Minutes 8/2- Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 2, 2021.
2. Strategic Planning Report- Consider adoption of the Town Council 2021 Strategic Planning Session Summary Report.
3. Annual PID SAP and Assessment Roll- Consider and approve annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.
4. Tree Caliper Inch Fee- Consider approval of an ordinance amending Appendix A "Fee Schedule," referenced in Chapter 94, "Trees," Section 94-38, "Per-caliper-inch cash value; replacement trees; mitigation fee credit," of the Code of Ordinances of the Town of Flower Mound, Texas, by adding the per-caliper-inch fee. (The Environmental Conservation Commission recommended the rate increase by a vote of 7 to 0 at its July 6, 2021, meeting).
5. Verizon Tower Lease Amendment- Consider approval of a second amendment to a Tower/Ground Lease Agreement between the Town and Verizon located at 3911 S Broadway Avenue
6. Dark Sky Resolution- Consider approval of a resolution stating the Town of Flower Mound's intent to become a Dark Sky Community through the International Dark-Sky Association.

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7. Bruton Orand @ 1171 Construction- Consider approval of a Construction Agreement with XIT Paving and Construction, Inc., for the Bruton Orand Boulevard at FM 1171 – Right Turn Lane project, in the amount of \$252,742.15; and authorization for the Mayor to execute same on behalf of the Town.
8. Rheudasil Pk Improvements CO2- Consider approval of Change Order No. 2 for the construction of the Rheudasil Park project, amending the contract with North Rock Construction, LLC., to provide an increase to the contract in the amount of \$21,775.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Edgewood Speed Limit- Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on various streets within the Edgewood Subdivision to 25 mph (The Transportation Commission recommended approval of the exception request by a vote of 4 to 0 at its July 13, 2021, meeting.)
10. Street Recon Management- Consider approval of a Professional Services Agreement with IMS Infrastructure Management Services, LLC., to provide Town-wide Pavement Management Analysis and Asset Management Inventory, in the amount of \$150,000.00; and authorization for the Mayor to execute same on behalf of the Town.
11. 2499 @ Waketon Intersection CO1- Consider approval of Change Order No. 1 for the construction of the FM2499 and Waketon Road Intersection Improvements project, amending the contract with Quality Excavation, LLC, to provide for an increase to the contract in the amount of \$34,262.50; and authorization for the Mayor to execute same on behalf of the Town.
12. CIP Amendment 4- Consider approval of Amendment No. 4 to the Fiscal Year 2020-2021 Capital Improvement Program.
13. Traffic Sign Sheeting Agreement- Consider approval of the purchase of traffic sign sheeting material, in the estimated annual amount of \$75,000.00, from 3M Company, through a City of Fort Worth contract.
14. Utility Cut Repairs Annual Contract- Consider approval of the award of Bid No. 2021-72-B, Utility Cut Repairs and Park Improvements to Apex Concrete Construction, Inc. and to establish an annual unit bid price contract for Utility Cut Repairs and Park improvement projects in an annual estimated amount of \$200,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.
15. Lift Station CO2- Consider approval of Change Order No. 2 for the construction of the Lift Station Improvements and Decommissioning Phase II project, amending the contract with Fort Worth Civil Constructors, LLC, to provide an increase to the contract in the amount of \$99,575.95; and authorization for the Mayor to execute same on behalf of the Town.
16. Canyon Falls Park CO1- Consider approval of Change Order No. 1 for the construction of the Canyon Falls Park project, amending the contract with MSB Contractors, Inc., to provide for an increase to the contract in the amount of \$74,005.38; and authorization for the Mayor to execute same on behalf of the Town.

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17. WWTP PSA Amendment- Consider approval of the First Amendment to the Professional Services Agreement for the Wastewater Treatment Plant Rehabilitation Phase V – Solids Facility Improvements project, amending the agreement with Plummer Associates, Inc., for an increase in the amount of \$30,203.00; and authorization for the Mayor to execute same on behalf of the Town.
18. SPAN Transportation- Consider approval of a Service Agreement for Demand Response Transit Service with SPAN, Inc., in an amount not-to-exceed \$49,624.80, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEMS

19. Town Budget Public Hearing- Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.
20. Crime District Budget Public Hearing- Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.
21. Fire District Budget Public Hearing- Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.

L. BOARDS/COMMISSIONS *(Bold text represents boards with vacancies)*

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: **Animal Services Board**, Cultural Arts Commission, Environmental Conservation Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, **Tax Increment Reinvestment Zone Number One (TIRZ #1)**, Transportation Commission, and **Veterans Liaison Board**.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as follows:

- a. Consultation with Attorney.
 1. MPA21-0005 and ZPD21-0003 known as the Silveron Flower Mound Duke development project.
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, cultural arts center, and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, **Community Development Corporation**, and **Planning and Zoning Commission**.

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- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- e. Discuss and consider the recruitment process for the Town Manager, and all matters incident and related thereto.

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

N. RECONVENE TO REGULAR MEETING

The Town Council to reconvene into an open meeting to take any action deemed necessary as a result of the closed meeting.

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: August 20, 2021, at 12:10 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at 972.874.6076.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: August 23, 2021

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 2, 2021.

BACKGROUND INFORMATION: The Town Council regular meeting and Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting was held on August 2, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

DRAFT MOTION: Move to approve as presented in the agenda caption.

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THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL; PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 2ND DAY OF AUGUST 2021, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

[Click here](#) for meeting video link (subject to change)

The Town Council met in a regular meeting with the following members present:

Derek France	Mayor
Ben Bumgarner	Mayor Pro Tem
Sandeep Sharma	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4
Ann Martin	Councilmember Place 5

constituting a quorum with the following members of the Town Staff participating:

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Debra Wallace	Interim Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
JP Walton	Assistant to the Town Manager/Interim Economic Development Director

A. CALL REGULAR MEETING TO ORDER

Mayor France called the meeting to order at 6:00 p.m.

B./C. INVOCATION/PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG

Chaplain Russ McNamer gave the invocation and Mayor France led the pledges.

D. PUBLIC COMMENT

Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.

	Speaker names and address	Subject (as written on the form)
1.	Marcos Delorbe, 824 Stone Trail	Interest in Veterans Board
2.	CharlySue Delorbe, 824 Stone Trail	Welcome as new elected 3026 R Precinct Chair
3.	Vince Gallo, 3201 Walnut Grove	ATFM
4.	Warner Watkins, 2800 London Ln	ATFM
5.	Jackie Stanfield, 4905 Stone Ct	ATFM
6.	Joyce Brown, 2117 Fairmont Dr	ATFM
7.	Susan Borella, 4109 Hide A Way	ATFM

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8.	Cheryl Moore, 1900 Tennyson	ATFM
9.	Avery Jerina, 1900 Tennyson	ATFM
10.	Sandy Fambrough, 4105 Spring Meadow Ln With donated time from Stacey Langlely, 800 Carter Ct	ATFM
11.	Ashley Jones, no address provided	ATFM
12.	Robert Sheets, 2509 Cross Haven Dr	ATFM
13.	Narayan Srinivasan, 3813 Appleton Ln	ATFM
14.	Don Shields, 3815 Cortadera Ct	ATFM
15.	Nirbhik Modi, 4272 Riverside Dr	Water logging & dead trees
16.	Jackie Shaw, 5204 Timber Park Dr	ATFM
17.	Geoffrey Dennis, 2104 Margie Ct	ATFM
18.	Brenda Gribbin, 3217 Oak Meadow Dr	E3
19.	Marty Robbins, 6100 Long Prairie Rd	Cultural Arts Center
20.	Early VanCleve, 4253 Broadway Ave	River Walk
21.	Steve Mammen, Trinity Management, 6713 Hewitt St, North Richland Hills	River Walk
22.	Brigitte Rousseau, 4205 Broadway*	ATFM (support)

**indicated did not wish to speak*

E. PRESENTATIONS

1. Keep Flower Mound Beautiful (KFMB) Annual Update

Marilyn Lawson, Chair, Keep Flower Mound Beautiful, reported on the work of Keep Flower Mound Beautiful.

2. Presentation by Dianne Edmondson, Denton County Commissioner, Precinct 4

Commissioner Edmondson provided an update on Denton County, Precinct 4.

3. Presentation of the Cultural Arts Center Business Plan

Mr. Walton introduced Duncan Webb, Consultant, Webb Management

Mr. Webb gave a presentation identifying or nothing.

- Company background
- Background information
- Study brief
- Assessment components
- How facilities are changing
- The market
- Indoor performance facilities
- User demand
- Potential project partners
- Public forum observations
- Needs assessment conclusions
- Facility concept

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- Operating goals
- Programming plan
- Governance
- Operating policy
- Staffing
- Activity summary
- Budget summary (5 years)
- Regional income benchmarks
- Total annual economic impacts on Denton County
- Qualitative impacts
- Arts center critical path plan

and he responded to questions regarding:

- Quality of regional indoor performance facilities
- Whether such a facility would hurt area facilities
- Clarification regarding capturing revenue and grants
- Comparative studies
- Type of facilities

F. ANNOUNCEMENTS

Councilmember Martin had the following announcements:

- Expressed thanks to Fish City Grill for supporting our area nonprofits
- Encouraged everyone to review the Parks & Recreation Adventures magazine for the many programs and events

Councilmember Engel announced there will be a Boards and Commissions Information Session on August 12th between 6 – 7:30 p.m/

Mayor Pro Tem Bumgarner provided a reminder about school opening soon and to be mindful of school zones, crossing guards, children, and buses.

Deputy Mayor Pro Tem Sharma had the following announcements:

- The board application will be available tomorrow
- The Town has positions available for crossing guards

Mayor France announced the results of the Mayor Pizza Cook Off event.

G. TOWN MANAGER'S REPORT

Ms. Wallace provided an update on the following projects:

1. Capital improvement projects
 - 1171 Westbound turn lane
 - Tennis center feasibility study

Ms. Bruce provided an update on the following projects:

- Blue Ridge Trail reconstruction
- Morriss Rd/Valley Ridge reconstruction
- Waketon Rd/2499 intersection

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2. Economic Development projects
 - New and coming soon businesses

H. FUTURE AGENDA ITEMS

1. Mayor France indicated interest in exploring the possibility of having the *DCTA Goes On* transportation option in Flower Mound. No consensus.

I. COORDINATION OF CALENDARS

Mayor France announced the following upcoming meetings and confirmed that all members of Council will be present:

1. A budget work session is scheduled for Thursday, August 19.
2. A regular meeting is scheduled for Monday, August 23 (rescheduled from August 16 to accommodate budget scheduling requirements).

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council and Town of Flower Mound Crime Control and Prevention District Special meeting held on July 19, 2021.
2. Consider approval of an ordinance establishing the 2021 certified appraisal roll.

ORDINANCE NO. 34-21

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE 2021 APPRAISAL ROLL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

3. Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2021, and ending September 30, 2022.
4. Consider proposing a maximum tax rate of \$0.405000 per \$100 valuation for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and scheduling August 23, 2021, public hearing on the budget, scheduling September 20, 2021, public hearing on the tax rate, and scheduling the September 20, 2021, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
5. Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 23, 2021, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 20, 2021, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
6. Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 23, 2021, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September

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20, 2021, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

7. *Item 7 was moved from consent to regular.*
8. Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2021, and ending September 30, 2022, subject to automatic renewal for subsequent one-year terms; and authorization for the Mayor to execute same on behalf of the Town.
9. Consider approval of an Interlocal Cooperation Agreement with Denton County for the collection of assessments for River Walk Public Improvement District No. 1 for the period beginning October 1, 2021, and ending September 30, 2022, subject to automatic renewal for subsequent one-year terms; and authorization for the Mayor to execute same on behalf of the Town.
10. Consider accepting the submission of the notice of an no-new-revenue tax rate of \$0.422069 per \$100 assessed valuation and a voter-approval tax rate of \$0.419471 per \$100 assessed valuation for the fiscal year beginning October 1, 2021, and ending September 30, 2022.
11. Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on River Walk Drive and Riverside Drive to 25 mph. (The Transportation Commission recommended approval of the speed limit change by a vote of 4 to 0 at its July 13, 2021, meeting.)

ORDINANCE NO. 35-21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" PROVIDING FOR THE MAXIMUM PRIMA FACIE SPEED LIMIT FOR CERTAIN STREETS AND PORTIONS OF CERTAIN STREETS WITHIN THE TOWN AT CERTAIN TIMES; PROVIDING A PENALTY NOT TO EXCEED \$200 FOR VIOLATIONS HEREOF; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

12. *Item 12 was moved from consent to regular.*
13. Consider approval of an increase to the annual purchase contract for asphalt overlay services from Reynolds Asphalt & Construction Company, through a City of Grand Prairie Contract (#16112) from an estimated total of \$500,000.00 to an estimated total of \$780,000.00.

Deputy Mayor Pro Tem Sharma moved to approve by consent Items 1-6, 8-11, 13, as presented in the agenda caption. Mayor Pro Tem Bumgarner seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN****NAYS: NONE**

K. REGULAR ITEMS

7. Consider approval of a resolution authorizing the adoption of the Program Year 2021 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

Staff Presentation

Ms. Wallace provided background information regarding this item, including what the funding is used for.

and she responded to questions from Council regarding:

- Rules related to applying for the funds
- Possibility of programs that could be started to make sure the funds are being used
- If strings are attached as part of receiving the federal funds
- Interest in being made aware of any changes related to the acceptance of the funds

Mayor Pro Tem Bumgarner moved to approve as presented. Councilmember Engel seconded the motion.

RESOLUTION NO. 35-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF THE PROGRAM YEAR 2021 ACTION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE THE ACTION PLAN ON BEHALF OF THE TOWN AND SUBMIT IT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

12. Consider approval of a purchase for the Library Expansion project, of a Laser Engraver for the Library Creation Lab, from Engraving Concepts in the amount of \$21,595.00.

Staff Presentation

Ms. Wallace provided background information regarding the item.

Deputy Mayor Pro Tem Sharma moved to approve as presented. Mayor Pro Tem Bumgarner seconded the motion.

Motion passed

VOTE ON MOTION:

AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN

NAYS: NONE

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14. Public Hearing to consider a request for a Comprehensive Sign Package (CSP21-0001 - My Garage Self Storage) for My Garage Self Storage. The property is generally located north of Canyon Falls Drive and east of Stonecrest Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its July 26, 2021, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Proposed sign (requested)
- Site plan
- Existing display
- Current conditions
- Photos of the site

and she responded to questions from Council regarding:

- Clarification regarding the adjacent land

Mayor France opened the Public Hearing at 8:47 p.m. No one spoke. Mayor France closed the Public Hearing at 8:47 p.m.

Mayor Pro Tem Bumgarner moved to approve as presented. Deputy Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL****NAYS:**

15. Consider approval of a resolution creating the All Together Flower Mound Commission (ATFMC) for the Town of Flower Mound.

Staff Presentation

Ms. Wallace provided background information regarding the item.

There was Council discussion regarding:

- Comments and concerns from the public
- Proposed revised language
- Clarification regarding the purpose of the Commission
- Staff resource use
- Scope of work
- Membership make up (including councilmember)

Councilmember Martin moved to approve item 15 as written with the exception of whereas clause number four, substituting the word appreciation for the word diversity, and striking sentence f) of section one. Deputy Mayor Pro Tem Sharma seconded the motion.

Council Deliberation

There was Council deliberation regarding:

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- Appreciation for all speakers and those who wrote and expressed their thoughts and/or concerns
- Modifications to the original Resolution address those concerns

RESOLUTION NO. 18-21

A RESOLUTION CREATING THE ALL TOGETHER FLOWER MOUND COMMISSION FOR THE TOWN OF FLOWER MOUND, DEFINING THE DUTIES AND TERMS OF THE COMMISSION; AND DECLARING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: SCHIESTEL, SHARMA, ENGEL, MARTIN****NAYS: BUMGARNER****L. BOARDS/COMMISSIONS**

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Cultural Arts Commission, Environmental Conservation Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 9:06 p.m. on August 2, 2021, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 10:53 p.m. on August 2, 2021, and no action was taken on the following items:

- a. Consultation with Attorney.
 1. Texas Local Government Code Chapter 54, Enforcement of Municipal Ordinances
 2. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, cultural arts center, and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects,

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and performance related to certain incentive agreements.

- e. Discuss and consider the recruitment process for the Town Manager, and all matters incident and related thereto.
- f. Discuss the duties of the Municipal Court Judge, including the June report regarding court activities.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 10:53 p.m. on Monday, August 2, 2021, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: August 23, 2021

FROM: JP Walton, Assistant to the Town Manager

ITEM: **Consider adoption of the Town Council 2021 Strategic Planning Session Summary Report.**

BACKGROUND INFORMATION: The Town of Flower Mound is guided by its vision statement: “The vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.” This vision statement is embraced by the Town Council, Town Manager, and Executive Team, and underpins the Town’s strategic planning and daily operations. The Town’s strategic plan to achieve this vision is set by the Town Council during long-term planning sessions held annually. The Town has been conducting strategic planning since 1997 when it first adopted its vision statement.

Upon adoption of the report, staff will update the Town Council Strategic Plan and begin preparation for adoption following Fiscal Year 2021-2022 Budget approval. Adoption of the report ensures that the Town Council and staff are in alignment with the direction.

The Town Council met on July 15, 2021, to discuss the following topics during their Strategic Planning Session ([packet/video](#)). The attached report provides responsibility, scope of discussion, considerations, provided direction, timing and next steps for each topic below.

1. Benchmark Cities	2. Budget Priorities	3. Development Fee Survey	4. Impact Fees
5. Abandoned Projects	6. Lakeside Business District & Limited Residential	7. Infill Development	8. Cross Timbers Conservation Development District
9. Mixed-Use Zoning District Regulations	10. Roadway Setbacks and Landscape Buffers	11. Development Notification Options	12. Review of Board and Commissions
13. Board and Commissions Training	14. All Together Flower Mound Initiative	15. Town Manager Search	16. Review of Town Charter
17. ECC Board Input and Feedback			

BOARD REVIEW/CITIZEN FEEDBACK: At the beginning of each year, staff solicits topics for discussion from various boards and commissions. This year, the Planning & Zoning Commission and Environmental Conservation Commission elected to provide input.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2021 Town Council Strategic Planning Session Summary Report

DRAFT MOTION: Move to approve as presented in the agenda caption.

July 15, 2021, Town Council Strategic Planning Session Summary Report

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
1.	Benchmark Cities	TMO	Discussed reviewing our Benchmark Cities.	Discussed the comparison criteria in which the Town selects our benchmark cities.	Review the current list of benchmark cities and provide additional cities in Texas for review and utilize population, budget, staffing, median home value, density, home ownership, and growth rate as comparison factors.	When research is complete	- Review current benchmark list and provide additional potential benchmark cities - Present to Council for consideration
2.	Budget Priorities (including IT systems, signal synchronization, and remote Town Hall and public participation)	TMO / Finance IT / Comm.	Discussed the upcoming FY 2021-2022 Budget. Potential reduction in tax rate.	Discussed budget decision packages that include staffing, CIP projects, and IT systems as well as provided information regarding signal synchronization and Town video conferencing and virtual participation abilities.	IT Systems: - Provide update on the Town's use of cloud-based IT systems Signal Synchronization: - Prepare decision package for test study on signal synchronization	- August Budget Work Session - September 20, 2021 budget adoption	IT Systems: - Provide update to Council during budget discussions Signal Synchronization: - Present decision package
3.	Development Fee Study	TMO	Discussed the status of the Matrix Consulting Group study.	Discussed the process for bringing the study forward.	Bring forward for future discussion.	Schedule future TC Work Session	Schedule for future TC Work Session
4.	Impact Fees	PW	Provided an update and examples on the impact of the recent fee changes.	Discussed examples, and how the fees may impact economic development.	Provide comparisons from benchmark cities and communities in the 1-35W growth corridor. Consult with incoming Director of Economic Development and bring forward for future discussion concurrently with the development fee study.	Schedule future TC Work Session	- Work with incoming ED Director - Schedule for future TC Work Session
5.	Abandoned Projects	TMO/Town Attorney	Discussed options on addressing abandoned projects.	Discussed use of code enforcement and the pros and cons of requiring bonds to ensure completion of projects. Also discussed civil action remedies.	Schedule for consultation with Town Attorney on the legal issues associated with Chapter 54 of the TLGC.	August 23, 2021 TC Meeting	Consultation with Town Attorney at the 08/23 TC meeting
6.	Lakeside Business District overall, and Limited Residential	DS	Discussed overall vision for the Lakeside Business District, and specifically the allowance of limited residential.	Discussed impact of the recent adoption of the limited residential definition. Discussed working with remaining property owners, and if using residential as a carrot is a distraction from the Town's goals for corporate office and high-quality commercial uses.	Consult with incoming Economic Development Director and bring forward for future discussion. Engage property owners.	Schedule future TC Work Session	- Work with incoming ED Director - Schedule for future TC Work Session

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
7.	Infill Development	DS	Discussed prior SPS direction, consultant quotes, and additional information on potential sites.	Discussed challenges of the infill sites, how parks and trails need additional consideration, alternative uses, potential Town acquisition, benefits of developing these sites, the need to review the overall Master Plan, and appointment of a temporary commission.	1. 2. 3. Do not engage consultant Review park needs with Parks Board Use staff analysis of infill for future reference	TBD	1. Discuss infill park needs with Parks Board and update Council (TBD)
8.	Cross Timber Conservation Development District (CTCDD)	DS	Discussed cluster developments, conservation easements and/or other conservation techniques that increase the densities in CTCDD.	Discussed if the cluster option is working, if the density should be lowered in the CTCDD (min. 3 acre lots), use of incentives to encourage larger lots, simplifying the development options, and engaging property owners and residents in revisiting the options.	Bring forward a review of the cluster and conservation development options in the CTCDD.	Schedule future TC Work Session	1. Schedule future TC Work Session
9.	Mixed-Use Zoning District Regulations	DS	Discussed allowed uses within a mixed-use development.	Discussed allowed densities, land areas devoted to different uses, setting caps on density, and types of housing.	Take no further action.	N/A	N/A
10.	Roadway setbacks and landscape buffers	DS/PW	Discussed increasing setbacks of buildings from the street, so that there is enough buffer for road expansion 50 years from now, or buffer for possible bike or other special purpose lanes or trails.	Discussed the process for determining roadway cross sections, width of current buffers, planned roads with bike lanes, and how previous buffers were established. Discussed the current review of trails and bikeways. Potential promo’s on share the lane to raise awareness of bikes using streets.	Take no further action.	N/A	N/A
11.	Development Notification options	DS	Discussed increasing the 200’ radius for zoning applications.	Discussed the Town’s recent initiatives for the development map, Notify Me, and updated signage regulations.	Increase promotion of Development Map, Notify Me, and updated signs.	N/A	1. Work with Communication Department on establishing routine promotion
12.	Review of Boards and Commissions	TSO	Discussed creating additional, or changing existing, number of members on each board or commission, term-limits, etc.	Discussed the number of board members, term limits, board member qualifications, providing a job description and board requirements, the application and placement process, and Board and Commission communication with Town Council.	Update the Town’s Board and Commission website and hold a B&C Information Session for interested applicants.	Update the Town’s B&C website and hold a B&C Information Session prior to B&C Interview Sessions	1. 2. Update the Board descriptions on the Town’s website Hold a Board and Commissions Information Session
13.	Board and Commission training	TSO	Discussed current training requirements and options for the Town’s various boards and commissions.	Discussed training on Board roles and responsibilities. Discussed current training opportunities, creating a training curriculum, and if there were any computer-based training options.	Compile a list of current training for Boards and Commissions.	As schedule permits	1. 2. Compile list Send to TC for comment and feedback

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
14.	All Together FM Initiative	TSO/TMO	Discussed creating a new All Together Flower Mound Commission.	Discussed creating a new All Together Flower Mound Commission to include discussion on the resolution creating the commission, how the commission would operate and meet, and the duties and responsibilities of the Commission.	Create the All Together Flower Mound Commission and bring forward the Resolution at the next TC meeting.	August 2, 2021 TC Meeting	1. Schedule for TC Meeting
15.	Town Manager Search	TMO	Discussed timing on when to restart the search process.	Discussed starting now versus waiting until January. Concerned about applicant pool given most cities are in the middle of the budget process. Also discussed same concerns if search runs into the holiday season.	Begin search immediately.	N/A	1. Update brochure 2. Begin process with recruiter
16.	Review of Town Charter	TSO	Discussed reviewing the Town’s charter.	Discussed the requirements to review the Town’s charter, the current charter review schedule, and the last review a of the Town’s charter.	Follow the Town’s charter review schedule.	N/A	N/A
17.	Environmental Conservation Commission Board Input and Feedback	Env.	Discussed topics raised by the ECC.	Discussed commercial recycling options, and that recycling couldn’t be required. Discussed the Town’s household hazardous waste options. Discussed the remaining industrial sites in Town that could provide open space. Discussed the impact of implementing a 300-foot buffer along FM 2499.	Schedule presentation on commercial recycling and the household hazardous waste options.	Availability of Republic Services to present	1. Republic Services presentation at future TC Meeting



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: August 23, 2021

FROM: Debra Wallace, Interim Town Manager/CFO *DW*

ITEM: Consider and approve annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.

BACKGROUND INFORMATION: The Riverwalk Public Improvement District No. 1 (PID) was created on April 19, 2013, to finance certain improvement projects for the benefit of the property in the PID. A service and assessment plan (SAP) was prepared when the PID was created and pursuant to Chapter 372, Texas Local Government Code, must be reviewed and updated annually. The Town also adopted an assessment roll that identifies the assessment on each parcel within the PID. The annual update to the SAP also updates the Assessment Roll.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Corey Admire, of Fulbright & Jaworski L.L.P., approved the original SAP as to form and legality.

ATTACHMENTS:

1. Annual Service Plan Update

DRAFT MOTION: Move to approve as presented in the agenda caption.

**RIVERWALK
PUBLIC IMPROVEMENT DISTRICT NO. 1
TOWN OF FLOWER MOUND, TEXAS**

**ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 - 8/31/22)**

**AS APPROVED BY TOWN COUNCIL ON:
AUGUST 23, 2021**

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

RIVERWALK PUBLIC IMPROVEMENT DISTRICT No. 1

ANNUAL SERVICE PLAN UPDATE (ASSESSMENT YEAR 9/1/21 – 8/31/22)

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I. INTRODUCTION

The Riverwalk Public Improvement District No. 1 (the “PID”) was created pursuant to the PID Act and a resolution of the Town Council on April 19, 2013 to finance certain public improvement projects for the benefit of the property in the PID. The Town of Flower Mound, Texas Special Assessment Revenue Bonds, Series 2014 (Riverwalk Public Improvement District No. 1) (the “Series 2014 Bonds”) in the aggregate principal amount of \$16,000,000 were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. The Town of Flower Mound, Texas Special Assessment Revenue Refunding Bonds, Series 2021 (Riverwalk Public Improvement District No. 1) (the “Series 2021 Refunding Bonds”) in the aggregate principal amount of \$14,635,000 were issued to refinance the Series 2014 Bonds.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the Town identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. The Service and Assessment Plan was updated for the Series Refunding 2021 Bonds on February 9, 2021 (the “Updated Service and Assessment Plan”). Pursuant to Chapter 372, Texas Local Government Code, the Updated Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Updated Service and Assessment Plan for 2021-22 (the “Annual Service Plan Update”).

The Town also adopted an assessment roll (the “Assessment Roll”) identifying the Assessments on each Parcel within the PID, based on the method of assessment identified in the Updated Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2021-22.

Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Updated Service and Assessment Plan as updated from time to time.

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II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

According to the Developer's Quarterly Improvement Implementation Report dated as of December 30, 2020, the actual costs of the Authorized Improvements were equal to \$12,910,000.

As described in the Developer's Quarterly Improvement Implementation Report dated as of December 30, 2020, the Authorized Improvements were accepted by the Town during the fourth quarter of 2020.

Table II-A-1 on the following page summarizes the updated sources and uses of funds required to (1) construct the Authorized Improvements, (2) establish the PID, and (3) issue the Series 2014 Bonds.

For additional PID development-related information, refer to the link below:

<https://emma.msrb.org/P11517229-P11174087-P11590027.pdf>

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Table II-A-1
Sources and Uses of Funds

Sources of Funds	Final Budget	Actual Costs ¹	Variance
Bond par amount	\$16,000,000	\$16,000,000	\$0
Other funding sources	\$0	\$0	\$0
Total Sources	\$16,000,000	\$16,000,000	\$0
Uses of Funds			
Authorized Improvements			
Road improvements	\$7,210,000	\$7,210,000	\$0
Water distribution system improvements	\$1,190,000	\$1,190,000	\$0
Sanitary sewer improvements	\$830,000	\$830,000	\$0
Storm drainage improvements	\$2,065,000	\$2,065,000	\$0
Miscellaneous	\$1,615,000	\$1,615,000	\$0
<i>Subtotal</i>	<i>\$12,910,000</i>	<i>\$12,910,000</i>	<i>\$0</i>
Bond issuance costs	\$3,090,000	\$3,090,000	\$0
Total Uses	\$16,000,000	\$16,000,000	\$0

1 – According to the Developer's Quarterly Improvement Implementation Report dated as of December 31, 2020.

Authorized Improvement Cost Variances

As stated in Table II-A-1 above, there are no significant variances to be reported at this time.

B. FIVE YEAR SERVICE PLAN

According to the PID Act, a service plan must cover a period of five years.

For additional PID development and improvement related information, refer to the link provided in Section II.A. of this report.

The actual budget for the Authorized Improvements is shown in Section II.A of this report and the Annual Installments expected to be collected for these costs are shown by Table II-B-1 on the following page.

Table II-B-1
Projected Annual Installments (2014-2027)

Assessment Year ending 09/01	Annual Projected Cost	Annual Projected Indebtedness	Sources other than Bonds	Projected Annual Installments^{1,2}
2014-2021	\$16,000,000	\$16,000,000	\$0	\$9,225,644
2022	\$0	\$0	\$0	\$1,078,356
2023	\$0	\$0	\$0	\$1,022,350
2024	\$0	\$0	\$0	\$1,025,137
2025	\$0	\$0	\$0	\$1,022,544
2026	\$0	\$0	\$0	\$1,019,678
2027	\$0	\$0	\$0	\$1,021,565
Total	\$16,000,000	\$16,000,000	\$0	\$15,415,275

1 – Assessment years ending 2014 through 2022 reflect actual Annual Installments and are net of capitalized interest and include applicable investment fund income and applicable credits, if any. Assessment years 2023 through 2027 reflect projected Annual Installments and will be updated in future Annual Service Plan Updates.

2 – Projected Annual Installments for Assessments Years ending 2014-2021 were for the Series 2014 Bond and projected Annual Installments for Assessment Years 2022-2027 are for the Series 2021 Refunding Bonds.

C. STATUS OF DEVELOPMENT

According to the Developer's Quarterly Improvement Implementation Report dated June 30, 2021, 301 single family lots and 358 multifamily units are completed within the PID. Three hundred and sixty (360) single family homes and 358 multifamily units are expected to be constructed in the PID.

See Table II-C-1 below for the status of completed single family homes and multifamily units within the PID according to the Developer's Quarterly Improvement Implementation Report dated June 30, 2021 and the Final Limited Offering Memorandum dated February 9, 2021.

Table II-C-1
Completed Homes

Completed Units	As of December 31, 2020¹	As of June 30, 2021²
Single Family	235	269
Multifamily	358	358

1 – According to updated information provided by the Developer for the Final Limited Offering Memorandum.

2 – According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2021. Single Family completed homes include 72 Townhomes on Parcels 3 and 4.

See Appendix C for 2021 assessed values of all Parcels within the PID.

D. SERIES 2021 REFUNDING ANALYSIS

The Series 2021 Refunding Bonds were issued in February 2021 refunding the Series 2014 Bonds. The total projected outstanding principal, interest, and additional interest reserve amounts for the Series 2014 Bonds were \$14,600,000, \$13,592,500, and \$989,800, respectively. The total projected outstanding principal, interest, and additional interest reserve amounts for the Series 2021 Refunding Bonds are \$14,335,000, \$7,348,206, and \$346,075, respectively. As a result, the total projected savings from the 2021 refunding of the Series 2014 Bonds is \$7,153,019. See Table II-D-1 below for a summary of the refunding savings.

Table II-D-1
Refunding Savings Analysis (Cumulative)

	Principal	Interest	Additional Interest Reserve	Total
Series 2014 Bonds	\$14,600,000	\$13,592,500	\$989,800	\$29,182,300
Series 2021 Refunding Bonds	\$14,335,000	\$7,348,206	\$346,075	\$22,029,281
Net Refunding Related Savings	\$265,000	\$6,244,294	\$643,725	\$7,153,019

1 – Totals include projected principal, interest, and additional interest reserve amounts from assessment year ending 9/1/2022 through 9/1/2043.

The projected average Annual Installment savings per Equivalent Unit is shown in Table II-D-2 on the following page.

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Table II-D-2
Summary of Refunding Savings (Per Equivalent Unit)

Assessment Year ending 08/31	Series 2014 Projected Annual Installments^{1,2}	Series 2021 Projected Annual Installments^{1,3}	Projected Annual Installment Savings
2022	\$2,095	\$1,648	\$447
2023	\$2,067	\$1,563	\$504
2024	\$2,038	\$1,567	\$471
2025	\$2,153	\$1,563	\$590
2026	\$2,114	\$1,558	\$555
2027	\$2,075	\$1,561	\$514
2028	\$2,037	\$1,559	\$478
2029	\$2,149	\$1,563	\$586
2030	\$2,100	\$1,558	\$542
2031	\$2,049	\$1,560	\$489
2032	\$1,998	\$1,562	\$436
2033	\$2,097	\$1,560	\$537
2034	\$2,035	\$1,557	\$479
2035	\$2,125	\$1,560	\$564
2036	\$2,052	\$1,555	\$497
2037	\$2,131	\$1,556	\$575
2038	\$2,048	\$1,558	\$490
2039	\$2,113	\$1,550	\$563
2040	\$2,016	\$1,556	\$460
2041	\$2,063	\$1,552	\$511
2042	\$2,099	\$1,546	\$552
2043	\$1,980	\$1,547	\$434
	\$45,635	\$34,358	\$11,277

1 – Projected Annual Installment amounts include principal, interest, additional interest for reserves, and collection costs.

2 – The Series 2014 Bonds Annual Installments include interest calculated at an average effective interest rate of 6.67 percent.

3 - The Series 2021 Refunding Bonds Annual Installments include interest calculated at an average effective interest rate of 3.81 percent.

E. ANNUAL BUDGET

Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty (30) Annual Installments of principal and interest beginning

with the tax year following the issuance of the Series 2014 Bonds. The Series 2021 Refunding Bonds were issued in February 2021 to refund the Series 2014 Bonds. Twenty-two (22) Annual Installments remain outstanding for the Series 2021 Refunding Bonds.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Series Bonds commencing with the issuance of the Series Bonds. The effective interest rate on the Bonds is 3.501 percent for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the additional interest of one-half of one percent, together with other estimated district administration costs, is included as Annual Collection Costs. These payments, the “Annual Installments” of the Assessments, shall be billed by the Town, or any other party designated by the Town, in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Annual Collection Costs to be collected from each Parcel. Annual Collection Costs shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Assessment Ordinance or Indenture of Trust, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service on the Series Bonds will be paid from the collection of the Annual Installments. In addition, Annual Collection Costs are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments and other district administration expenses. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Updated Service and Assessment plan and applicable Indenture of Trust.

Annual Installments to be Collected for 2021-22

The budget for the PID will be paid from the collection of Annual Installments of the Assessments on the Assessed Property collected for 2021-22 as shown by Table II-E-1 on the following page.

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Table II-E-1
Budget for the Annual Installments
to be Collected for 2021-22

Descriptions	<u>Series 2021 Refunding</u> <u>Bonds</u>
Interest payment on March 1, 2022	\$250,903
Interest payment on September 1, 2022	\$250,903
Principal payment on September 1, 2022	\$470,000
<i>Subtotal debt service on bonds</i>	<i>\$971,806</i>
Annual collection costs	\$106,550
<i>Subtotal Expenses</i>	<i>\$1,078,356</i>
Available reserve fund income	\$0
Available capitalized interest account	\$0
Available Administrative Expense Fund	\$0
<i>Subtotal funds available</i>	<i>\$0</i>
Annual Installment to be collected	\$1,078,356

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of \$250,903 and on September 1, 2022 in the amount of \$250,903, which equal interest on the outstanding Assessments balance of \$14,335,000 for six months each and an effective interest rate of 3.501 percent. Annual Installments to be collected include a principal amount of \$470,000 due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to \$971,806.

Annual Collection Costs

Annual Collection Costs for the PID include two components: annual administrative expenses and excess interest collected for reserves.

Administrative expenses include the Trustee/dissemination agent, Administrator, and contingency fees. As shown in Table II-E-2 below, the total administrative expenses to be collected for 2021-22 are estimated to be \$34,875.

Table II-E-2
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Administrator	\$26,000
Trustee/dissemination agent	\$7,925
Contingency	\$1,000
Total	\$34,875

Annual Installments amounts for excess interest for prepayment and delinquency reserves in the amount of \$71,675, which equals 0.5 percent interest on the outstanding Assessment balance of \$14,335,000, will be billed and collected in 2021-22.

Available Reserve Fund Income

As of July 31, 2021, the balance in the Reserve Fund was \$320,717, which includes the Bond Reserve Requirement of \$320,717. As a result, there is not a significant excess balance available to pay the Series Bond debt service.

Available Capitalized Interest Account

As of July 31, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the Annual Installment.

Available Administrative Expense Account

As of July 31, 2021, there were \$42,124 in administrative expense funds available. The current balance is anticipated to be used for the payment of current year administrative expenses through January 31, 2022. As a result, there are no funds available in the Administrative Expense Fund to reduce the 2021-22 Annual Installment.

F. ANNUAL INSTALLMENTS PER UNIT

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Bonds, (ii) to fund the Prepayment Reserve Account and the Delinquency Reserve Account, and (iii) to cover administrative expenses of the PID.

According to the revised development plan, 662.67 total Equivalent Units were estimated to be built within the PID. According to the Trustee, nine Parcels representing 8.48 Equivalent Units have prepaid their Assessments in full, lowering the total outstanding Equivalent Units to 654.28 (i.e. $662.67 - 8.48 = 654.28$). Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$1,485.30 (i.e. $\$971,806 \div 654.28 = \$1,485.30$) and the Annual collection costs to be collected from each Equivalent Unit will be \$162.85 (i.e. $\$106,550 \div 654.28 = \162.85). As a result, the total Annual Installment to be collected from each Equivalent Unit within the PID will be \$1,648.15 (i.e. $\$1,485.30 + \$162.85 = \$1,648.15$). The Annual Installment to be collected from each Parcel within the PID is calculated by multiplying the Annual Installment for each Equivalent Unit of \$1,648.15 by the total estimated Equivalent Units for each Parcel in the PID as shown in Appendix D.

The Annual Installment due to be collected from each Land Use Class in the PID for 2021-22 is shown in Table II-F-1 on the following page.

Table II-F-1
Annual Installment per Unit

Land Use Class	Annual Installment Per Equivalent Unit	Equivalent Unit Factor	Annual Installment Per Unit
1 - Single Family Villa	\$1,648.15	1.00	\$1,648.15
2 - Interior Townhome	\$1,648.15	0.90	\$1,476.22
3 - Multi-Family	\$1,648.15	0.24	\$395.56
4 - Assisted Living	\$1,648.15	0.21	\$346.11
6 – Retail ¹	\$1,648.15	0.69	\$1,137.23
7 - Office ¹	\$1,648.15	0.46	\$758.15
8 - Hotel	\$1,648.15	0.20	\$329.63
9 - Periphery Townhome	\$1,648.15	0.76	\$1,258.59

¹ – Retail and office lots are billed on a per 1,000 square foot basis.

The list of Parcels within the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Annual Collection Costs, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll Summary attached hereto as Appendix D.

G. BOND REDEMPTION RELATED UPDATES

The Series 2014 Bonds were refunded in February 2021 and the Series 2021 Refunding Bonds were issued to refinance the Series 2014 Bonds. Pursuant to Section 4.3 of the Indenture of Trust for the Series 2021 Refunding Bonds, the Town reserves the right and option to redeem Series 2021 Refunding Bonds maturing on or after September 1, 2036, before their scheduled maturity dates, in whole or in part, on any date on or after **September 1, 2031**, such redemption date or dates to be fixed by the Town, at the Redemption Price of par plus accrued and unpaid interest to the date of redemption.

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III. UPDATE OF THE ASSESSMENT PLAN

The Updated Service and Assessment Plan adopted by the Town Council provided that the PID Costs shall be allocated to the Assessed Property equally on the basis of the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the PID Costs to Parcels similarly benefited.

According to the Developer, the initial plan for a single category of townhomes in the PID has been revised to include two townhome categories based on the location of such townhomes with respect to the amenity area. As a result, Land Use Class 2 has been updated as follows and a new land use class (“Land Use Class 9”) has been created for the second category of townhomes as follows:

“Land Use Class 2” means lots identified as such on the Assessment Roll, which are referred to as townhomes in the CBD and being generally lots for an attached single-family dwelling unit on individually platted lots adjacent to the River Walk amenity area.

“Land Use Class 9” means lots identified as such on the Assessment Roll, which are referred to as townhomes in the CBD and being generally lots for an attached single-family dwelling unit on individually platted lots located along the outer periphery of the CBD.

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IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the Updated Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

The identification of each Parcel as Benefited Property, Assessed Property, and Non-Assessed Property; (ii) the Assessment for each Parcel, including any adjustments authorized by the Updated Service and Assessment Plan or in the Act; (iii) the Principal Portion of the Assessment for each Parcel, including any adjustments authorized by this Updated Service and Assessment Plan or in the Act; (iv) the Annual Installment for the Parcel for the year (if the Assessment is payable in installments); and (v) payments of the Assessment, if any, as provided by Section VI.C of the Updated Service and Assessment Plan.

The Assessment Roll summary is shown in Appendix D. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Updated Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel.
- B = the Assessment for the Parcel prior to subdivision.
- C = the estimated units to be built on each newly subdivided Parcel
- D = the sum of the estimated units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to DCAD online records, a re-plat of five Parcels within the Riverwalk at Central Park subdivision was filed in 2018. Parcels 705224, 705225, 705226, 705227, and 705228 have been re-platted and are now Parcels 744738, 744739, 744740, 744741, and 744742 as shown in the 2019-20 Annual Service Plan Update.

According to DCAD online records, a re-plat of three Parcels within the Riverwalk at Central Park Villas subdivision was filed in 2018. Parcels 652960, 652961, and 652962 have been re-platted

and are now Parcels 744723, 744724, and 744725 as shown in the 2019-20 Annual Service Plan Update.

The Assessments on Parcels 705216, 705217, and 705222 were reallocated incorrectly within the 2018-19 annual service plan report, resulting in inaccurate EU calculations for the Parcels and an Assessment allocation to an open space Parcel (Parcel 705217) instead of the correct Parcel 705222. According to the Developer, Parcel 705217 is estimated to have 6,000 square feet of retail space which results in outstanding Equivalent Units of 4.14 ($0.69 \times (6,000/1,000) = 4.14$). Parcel 705216 is estimated to have 25,000 square feet of retail space and 14,000 square feet of office space, which results in outstanding Equivalent Units of 23.69 [$(0.69 \times (25,000/1,000)) + (0.46 \times (14,000/1,000)) = 23.69$]. Parcel owners have acknowledged and have consented to the adjustments. Additionally, the adjusted outstanding Assessment for Parcel 705217 of \$94,926.87 is to be transferred to Parcel 705222 as Parcel 705217 is an open space Parcel. The adjustments are shown in the 2019-20 Annual Service Plan Update.

According to DCAD online records, Parcel 667424 was subdivided in 2019 into Parcels 757923, 757922, 757921, and 757920. According to the Developer, Parcel 757293 is being developed as a 99-unit hotel (Land Use Class 8). As a result, 19.80 Equivalent Units ($.20 \times 99 = 19.80$) were allocated to Parcel 757923. Pursuant to the Developer's request, the remaining 67.92 Equivalent Units have been reallocated proportionally based on acreage to Parcels 757922, 757921, and 757920 as shown in the 2020-21 Annual Service Plan Update.

According to Denton Central Appraisal District, Parcel 655453 has been replatted as Parcel 966339 in 2021. As a result, 34.64 Equivalent Units were allocated to Parcel 966339 as shown in Table IV-A-1 below.

Table IV-A-1
Parcel 655453 Replat

Prior to Replat			After Replat		
Parcel	Equivalent Units	Assessment	Parcel	Equivalent Units	Assessment
655453	34.64	\$758,903	966339	34.64	\$758,903
Total	34.64	\$758,903		34.64	\$758,903

B. PREPAYMENT OF ASSESSMENTS

According to the Trustee, nine Parcels have prepaid their Assessments in full as of July 31, 2021. Please see Appendix B for a complete list of Parcels that have prepaid their Assessments in full.

The complete Assessment Roll is available for review at Flower Mound Town Hall, located at 2121 Cross Timbers Road, Flower Mound, Texas 75028.

APPENDIX A
PID MAP



APPENDIX B
PREPAID PARCELS

Appendix B
Prepaid Parcels

Parcel ID	Prepayment Date	Amount	Full/Partial
652972	03/20/19	\$23,385.77	Full
652930	02/05/19	\$23,385.77	Full
652931	03/27/18	\$23,839.72	Full
667648	01/17/18	\$21,352.71	Full
667645	01/02/19	\$20,946.00	Full
667418	07/26/19	\$20,946.00	Full
667635	02/06/20	\$20,537.06	Full
693521	04/28/20	\$20,537.06	Full
652932	01/29/21	\$22,471.38	Full

APPENDIX C
ASSESSED VALUE

Appendix C
Riverwalk Public Improvement District No. 1
Preliminary 2021 Value of the PID

PID	Parcels¹	2021 Preliminary Value^{2,3,4}
Riverwalk PID No. 1	430	\$260,589,853
Total	430	\$260,589,853

1 - Parcels include 359 residential lots, 12 un-subdivided parent parcels and commercial lots, and fifty-nine open space and other unassessed lots.

2 - Parcel assessed values are in accordance with Denton Central Appraisal District online records as of 8/6/2021.

3 - Values shown reflect the 2021 preliminary assessed values.

4 – The assessed value shown in the 2020-21 Annual Service Plan Update was \$261,426,187 and was based on preliminary 2020 values pulled from Denton Central Appraisal District on 8/25/2020.

APPENDIX D
ASSESSMENT ROLL SUMMARY – 2021-22

Riverwalk PID No. 1

Assessment Roll Summary 2021-22

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2021-22
715531	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715532	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715533	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715534	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715535	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715536	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715537	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715538	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715539	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715540	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715541	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715542	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715543	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715544	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715545	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715546	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715547	0.00	\$0	\$0.00	\$0.00	\$0.00
715548	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715549	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715550	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715551	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715552	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715553	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715554	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715555	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715556	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715557	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715558	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715559	0.00	\$0	\$0.00	\$0.00	\$0.00
715560	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715561	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715562	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715563	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715564	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715565	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715566	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715567	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715568	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715569	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715570	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715571	0.00	\$0	\$0.00	\$0.00	\$0.00
715572	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715573	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715574	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715575	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715576	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715577	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715578	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715579	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715580	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715581	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715582	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2021-22
715583	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715584	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715585	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715586	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715587	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715588	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715589	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715590	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715591	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715592	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715593	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715594	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715595	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715596	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715597	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715598	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715599	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715600	0.00	\$0	\$0.00	\$0.00	\$0.00
715601	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715602	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715603	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715604	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715605	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715606	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715607	0.00	\$0	\$0.00	\$0.00	\$0.00
715608	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715609	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715610	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715611	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715612	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715613	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715614	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715615	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715616	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715617	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715618	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
715619	0.00	\$0	\$0.00	\$0.00	\$0.00
715620	0.00	\$0	\$0.00	\$0.00	\$0.00
715621	0.00	\$0	\$0.00	\$0.00	\$0.00
715622	0.00	\$0	\$0.00	\$0.00	\$0.00
563269	25.39	\$556,327	\$37,714.83	\$4,135.10	\$41,849.93
966339	34.64	\$758,903	\$51,447.95	\$5,640.82	\$57,088.77
711952	52.50	\$1,150,251	\$77,978.45	\$8,549.65	\$86,528.10
655447	85.92	\$1,882,468	\$127,617.30	\$13,992.11	\$141,609.42
757923	19.80	\$433,809	\$29,409.02	\$3,224.44	\$32,633.45
757922	37.50	\$821,666	\$55,702.86	\$6,107.33	\$61,810.19
757921	13.68	\$299,724	\$20,319.08	\$2,227.81	\$22,546.89
757920	16.74	\$366,694	\$24,859.13	\$2,725.58	\$27,584.71
705216	23.69	\$519,037	\$35,186.85	\$3,857.93	\$39,044.78
705217	0.00	\$0	\$0.00	\$0.00	\$0.00
705218	0.00	\$0	\$0.00	\$0.00	\$0.00
705219	0.00	\$0	\$0.00	\$0.00	\$0.00

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2021-22
705220	0.00	\$0	\$0.00	\$0.00	\$0.00
705222	4.14	\$90,706	\$6,149.16	\$674.20	\$6,823.36
705223	0.00	\$0	\$0.00	\$0.00	\$0.00
744741	8.97	\$196,529	\$13,323.18	\$1,460.77	\$14,783.94
744738	0.00	\$0	\$0.00	\$0.00	\$0.00
655450	0.00	\$0	\$0.00	\$0.00	\$0.00
744739	0.00	\$0	\$0.00	\$0.00	\$0.00
744740	14.49	\$317,469	\$21,522.05	\$2,359.70	\$23,881.76
744742	0.00	\$0	\$0.00	\$0.00	\$0.00
667423	0.00	\$0	\$0.00	\$0.00	\$0.00
652930	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
652931	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
652932	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
652933	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652934	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652935	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652936	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652937	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652938	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652939	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652940	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652941	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652942	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652943	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652944	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652945	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652946	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652947	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652948	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652949	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652950	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652951	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652952	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652953	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652954	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652955	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652956	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652957	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652958	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652959	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
744723	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
744724	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
744725	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652963	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652964	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652965	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652966	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652967	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652968	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652969	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652970	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652971	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652972	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2021-22
652973	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652974	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652975	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652976	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652977	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652978	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652979	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652980	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652981	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652982	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652987	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652988	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652989	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652990	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652991	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652992	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652993	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652994	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652995	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652996	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652997	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652998	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652999	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653000	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653001	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653002	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653003	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653004	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653005	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653006	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653007	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653011	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653012	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653013	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653014	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653015	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653016	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653017	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653018	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653019	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653020	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653021	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653022	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653023	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653024	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653025	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653027	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653028	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653029	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653030	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653031	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653032	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
653033	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2021-22
653034	1.00	\$21,910	\$1,485.30	\$162.85	\$1,648.15
652983	0.00	\$0	\$0.00	\$0.00	\$0.00
652984	0.00	\$0	\$0.00	\$0.00	\$0.00
652985	0.00	\$0	\$0.00	\$0.00	\$0.00
652986	0.00	\$0	\$0.00	\$0.00	\$0.00
653008	0.00	\$0	\$0.00	\$0.00	\$0.00
653009	0.00	\$0	\$0.00	\$0.00	\$0.00
653010	0.00	\$0	\$0.00	\$0.00	\$0.00
653026	0.00	\$0	\$0.00	\$0.00	\$0.00
653035	0.00	\$0	\$0.00	\$0.00	\$0.00
653036	0.00	\$0	\$0.00	\$0.00	\$0.00
653037	0.00	\$0	\$0.00	\$0.00	\$0.00
653038	0.00	\$0	\$0.00	\$0.00	\$0.00
675215	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675216	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675217	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675218	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675219	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675220	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675221	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675222	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675223	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675227	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675228	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675229	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675230	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675231	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675232	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675233	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675234	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675237	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675238	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675239	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675240	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675241	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675242	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675243	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675245	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675246	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675247	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675248	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675249	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675250	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675251	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675252	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675256	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675257	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675258	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675259	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675260	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675261	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675262	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675263	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2021-22
675264	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675265	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675266	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675267	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675268	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675269	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675270	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675275	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675276	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675277	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675278	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675279	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675280	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675281	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675282	0.76	\$16,731	\$1,134.23	\$124.36	\$1,258.59
675224	0.00	\$0	\$0.00	\$0.00	\$0.00
675225	0.00	\$0	\$0.00	\$0.00	\$0.00
675226	0.00	\$0	\$0.00	\$0.00	\$0.00
675235	0.00	\$0	\$0.00	\$0.00	\$0.00
675236	0.00	\$0	\$0.00	\$0.00	\$0.00
675244	0.00	\$0	\$0.00	\$0.00	\$0.00
675253	0.00	\$0	\$0.00	\$0.00	\$0.00
675254	0.00	\$0	\$0.00	\$0.00	\$0.00
675255	0.00	\$0	\$0.00	\$0.00	\$0.00
675271	0.00	\$0	\$0.00	\$0.00	\$0.00
675272	0.00	\$0	\$0.00	\$0.00	\$0.00
675273	0.00	\$0	\$0.00	\$0.00	\$0.00
675274	0.00	\$0	\$0.00	\$0.00	\$0.00
675283	0.00	\$0	\$0.00	\$0.00	\$0.00
675284	0.00	\$0	\$0.00	\$0.00	\$0.00
675285	0.00	\$0	\$0.00	\$0.00	\$0.00
667598	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667599	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667600	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667601	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667602	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667603	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667604	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667605	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667606	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667607	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667608	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667609	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667610	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667611	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667612	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667613	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667614	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667615	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667618	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667619	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667620	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667621	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2021-22
667622	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667623	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667624	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667625	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667626	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667627	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667628	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667629	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667630	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667631	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667632	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667633	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667634	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667635	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
667637	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667638	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667639	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667640	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667641	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667642	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667643	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667644	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667645	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
667646	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667647	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667648	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
667649	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667650	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667651	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667652	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667653	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667654	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667656	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667657	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667658	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667659	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667660	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667661	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667662	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667663	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667664	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667665	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667666	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667667	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667668	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667669	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667670	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667671	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667672	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667673	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
667616	0.00	\$0	\$0.00	\$0.00	\$0.00
667617	0.00	\$0	\$0.00	\$0.00	\$0.00
667636	0.00	\$0	\$0.00	\$0.00	\$0.00

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2021-22
667655	0.00	\$0	\$0.00	\$0.00	\$0.00
667674	0.00	\$0	\$0.00	\$0.00	\$0.00
667675	0.00	\$0	\$0.00	\$0.00	\$0.00
693466	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693467	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693468	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693469	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693470	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693471	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693472	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693473	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693474	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693475	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693476	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693477	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693478	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693479	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693480	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693481	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693482	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693483	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693484	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693485	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693486	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693487	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693488	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693489	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693490	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693491	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693492	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693493	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693494	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693495	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693496	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693498	0.00	\$0	\$0.00	\$0.00	\$0.00
693499	0.00	\$0	\$0.00	\$0.00	\$0.00
693500	0.00	\$0	\$0.00	\$0.00	\$0.00
693501	0.00	\$0	\$0.00	\$0.00	\$0.00
693502	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693503	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693504	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693505	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693506	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693507	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693508	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693509	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693510	0.00	\$0	\$0.00	\$0.00	\$0.00
693511	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693512	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693513	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693514	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693515	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693516	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693517	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693518	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693519	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21

Parcel	Estimated EU	Outstanding Assessments	Annual Assessment (Principal and Interest)	Annual Collection Costs	Annual Installments - 2021-22
693520	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693521	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
693522	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693523	0.90	\$19,624	\$1,330.35	\$145.86	\$1,476.21
693524	0.00	\$0	\$0.00	\$0.00	\$0.00
667418	PREPAID	PREPAID	PREPAID	PREPAID	\$0.00
Total	654.28	\$14,335,000	\$971,806.25	\$106,550.00	\$1,078,356.24



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: August 23, 2021

FROM: James Hoefert, Environmental Review Analyst

ITEM: Consider approval of an ordinance amending Appendix A “Fee Schedule,” referenced in Chapter 94, “Trees,” Section 94-38, “Per-caliper-inch cash value; replacement trees; mitigation fee credit,” of the Code of Ordinances of the Town of Flower Mound, Texas, by adding the per-caliper-inch fee. (The Environmental Conservation Commission recommended the rate increase by a vote of 7 to 0 at its July 6, 2021, meeting).

BACKGROUND INFORMATION: The Town’s Tree Ordinance establishes a per-caliper-inch cash value to address the mitigation for trees which are removed with Town approval. The current value is set at \$125 per-caliper-inch for the removal and subsequent mitigation for trees which are removed during development projects. The Tree Ordinance requires replacement trees to be a minimum of two and one-half to three inches in caliper width. The Town may allow a developer to pay fees in lieu of planting replacement trees. The value for a three-inch replacement tree is set at \$375 based on the current \$125 per-caliper-inch value. The applicable section of the Tree Ordinance is included below.

Sec. 94-38. - Per-caliper-inch cash value; replacement trees; mitigation fee credit.

(a) A per-caliper-inch cash value for replacement trees shall be set and updated as necessary by the town council after review and recommendation by the environmental conservation commission. The per-caliper-inch cash value shall be used to calculate mitigation costs for authorized and unauthorized removals of protected, specimen, and historic trees. The tree preservation and enforcement officer or his authorized designee shall maintain a record of the current per-caliper-inch cash value of replacement trees.

Staff presented the Environmental Conservation Commission (ECC) with the estimated costs for replacement trees received from regional tree nurseries and providers. The \$125 per-caliper-inch fee has not been increased in recent years and was last evaluated in 2011-2012. The proposed fee increase will place the per-caliper-inch fee more in line with the current costs for replacement trees. The ECC recommended increasing the fee to \$200 per-caliper-inch.

BOARD REVIEW/CITIZEN FEEDBACK: This fee increase was considered by the Environmental Conservation Commission (ECC) at its July 6, 2021, meeting. The ECC recommended approval to increase the per-caliper-inch cash value to \$200. A link to the ECC meetings can be found at:

<https://tx-flowermound.civicplus.com/index.aspx?NID=969>

As of August 13, 2021, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the proposed fee increase or propose a different cash value.

FISCAL IMPACT: N/A

LEGAL REVIEW: James Donovan of Taylor, Olson, Adkins, Sralla, and Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Draft Ordinance

DRAFT MOTION: Move to approve as presented in the agenda caption.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," CHAPTER 94, "TREES," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, TO ADD THE FEE RELATED TO THE PER-CALIPER-INCH CASH VALUE FOR REPLACEMENT TREES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council of the Town of Flower Mound has previously adopted regulations to establish the mitigation requirements for replacement trees within the Town and has provided for the collection of fees in connection therewith; and

WHEREAS, the Town Council now desires to update and amend the Appendix A, "Fee Schedule;" and

WHEREAS, the Town Council finds and determines that the fees corresponding to Chapter 94, "Trees" of Appendix A, "Fee Schedule," should be amended as set out herein and that the amendments proposed are in the best interest of the Town and the general public;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1

Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by adding the fee corresponding to Chapter 94, "Trees," Section 94-38, "Per-caliper-inch cash value; replacement trees; mitigation fee credit," to read as follows:

Chapter 94. Trees.	
<i>Code Section Number</i>	<i>Description</i>
94-38	Per-caliper-inch cash value; replacement trees:
	\$200.00 per caliper inch

SECTION 2

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

SECTION 3

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

SECTION 4

Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 5

All rights and remedies of the Town of Flower Mound, Texas, are expressly saved as to any and all violations of the provisions of the Code of Ordinances or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6

The Town Secretary of the Town of Flower Mound, Texas, is hereby directed to publish the caption of this Ordinance in the official newspaper of the Town of Flower Mound, Texas, as required by Section 3.07 of the Charter of the Town of Flower Mound, Texas.

SECTION 7

ORDINANCE NO. _____

PAGE NO. 3

This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS ON THIS 23rd DAY OF AUGUST, 2021.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: August 23, 2021

FROM: Tammy Wilson, Executive Director of Fiscal and Administrative Services

ITEM: Consider approval of a second amendment to a Site Rental Agreement between the Town and Verizon located at 3911 S Broadway Avenue.

BACKGROUND INFORMATION: The original agreement is dated November 14, 1996 and was amended July 6, 1998. The agreement is due to expire on November 30, 2021. This second amendment extends the lease terms to November 30, 2046. Additionally, this extension increases the annual lease amount from \$10,494.04 to \$15,000 and the annual lease amount will increase every five years by 15%. No additional equipment is being added.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$15,000

Proposed Expenditure/(Revenue):	Account Number(s):
(\$15,000)	100-4510

Finance Review by: Debra Wallace, Interim Town Manager /CFO *DW*

LEGAL REVIEW: Chris John and Larry Collister, respectively, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement and the memorandum of agreement as to form and legality.

ATTACHMENTS:

1. Second Amendment
2. Memorandum of Amendment

DRAFT MOTION: Move to approve as presented in the agenda caption.

Site Name: Flower Mound / 104585

Second Amendment to Sublease Agreement

This Second Amendment to Sublease Agreement (this “Amendment”) is made this ____ day of _____, 20__ (the “Effective Date”), by and between **The Town of Flower Mound, Texas**, hereinafter “Landlord”, and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter “Tenant”. Landlord and Tenant are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WHEREAS, Landlord and Dallas MTA, LP, predecessor in interest to Tenant, entered into a Sublease Agreement dated November 14, 1996 (the “Sublease”), as amended by that certain Amendment to Lease Agreement dated July 6, 1998 (the “First Amendment”) (hereinafter the Sublease and the First Amendment are collectively referred to as the “Agreement”); pursuant to the Agreement, Tenant leases from Landlord certain space located at 3911 S Broadway Ave, Flower Mound, TX 75028 as further described in that certain Agreement;

WHEREAS, Landlord and Tenant desire to amend the Agreement in order to document Tenant’s option for additional renewal terms and to amend certain provisions in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. **Term and Rent – Section 3.** Section 3(E) is hereby deleted in its entirety and amended and restated to provide as follows:

(E) At the end of the First Extension Period, this Agreement shall automatically be extended for five (5) additional five (5) year terms (“Additional Renewal Terms”) unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term. Notwithstanding anything to the contrary in the Agreement, commencing **December 1, 2021**, rental shall be changed to **\$15,000.00** per year, to be paid in equal monthly installments on the first day of the month, in advance, to Landlord or to such other person, firm, or place as Landlord may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with the Agreement. Thereafter, the annual rent for each subsequent five (5) year Additional Renewal Term shall increase fifteen (15%) percent over the annual rent due for the immediately preceding five (5) year term.

2. **Notice – Section 13.** Section 13 is hereby amended to provide Tenant’s notice address is as follows:

Site Name: Flower Mound / 104585

TENANT: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

3. This Amendment shall be effective upon full execution.
4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such Party has the full right, power and authority to enter into and execute this Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment. Further, Landlord represents and warrants to Tenant as of the execution date of this Amendment, and covenants during the Term that Landlord is seized of good and marketable title to the Property, that there are no liens or judgments on the Property, or affecting Landlord's title to the same, and that Landlord will not create or impose any covenants, easements or restrictions which prevent or unreasonably and adversely affect the use or occupancy of the Property by Tenant.
5. The Agreement and this Amendment contain all agreements, promises or understandings between Landlord and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either the Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this Amendment.

[Signatures to Follow]

[Remainder of Page Intentionally Left Blank]

Site Name: Flower Mound / 104585

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

Witnesses:

By: _____
Name: _____

By: 
Name: Jeremy Katzenberger

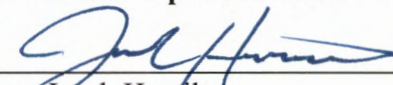
Landlord:

The Town of Flower Mound, Texas

By: _____
Name: _____
Title: _____
Date: _____

Tenant:

Cellco Partnership d/b/a Verizon Wireless

By: 
Name: Jacob Hamilton
Title: Director-Network Field Engineering
Date: 6/22/2021

1. The Site leased by Landlord to Tenant pursuant to the Agreement, as amended, is located on that certain Property further described on Exhibit 1 attached hereto. The Agreement includes the non-exclusive appurtenant rights for ingress and egress, and utility purposes over, under or along a right of way extending from the nearest public right of way.
2. Pursuant to the Second Amendment, at the end of the First Extension Period, the Agreement shall automatically be extended for five (5) additional five (5) year terms ("Additional Renewal Terms") unless Tenant terminates it at the end of the then current term by giving

Landlord written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term.

3. The terms, covenants and provisions of the Agreement and Amendment of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the date first written above.

Landlord:

The Town of Flower Mound, Texas

By: _____

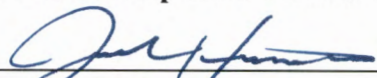
Name: _____

Title: _____

Date: _____

Tenant:

Cellco Partnership d/b/a Verizon Wireless

By:  _____

Name: Jacob Hamilton

Title:  Director-Network Field Engineering

Date: 6/22/2021 _____

STATE OF TEXAS)
)
 COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of **The Town of Flower Mound, Texas**, and s/he, being authorized to do so, executed the foregoing **instrument** as his/her own act and deed on behalf of **The Town of Flower Mound, Texas**.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 202__.

 Notary Public

My Commission Expires:

STATE OF TEXAS)
)
 COUNTY OF Dallas)

ACKNOWLEDGMENT

I, Debbie White, a Notary Public for said County and State, do hereby certify that Jacob Hamilton personally came before me this day and acknowledged that he is the Director – Network Field Engineering of **Cellco Partnership d/b/a Verizon Wireless**, and that he, as Director – Network Field Engineering, being authorized to do so, executed the foregoing **instrument** on behalf of **Cellco Partnership d/b/a Verizon Wireless**.

WITNESS my hand and official Notarial Seal, this 22 day of June, 2021.

 Notary Public

My Commission Expires:
07/05/21

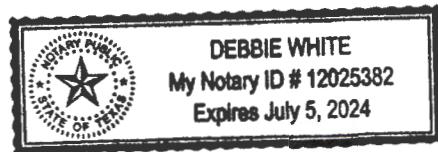


Exhibit "1"**[Description of Property]**

BEING 2.103 acres, more or less, of the J. T. Stewart Survey, Abstract No. 1161, Denton County, Texas. Said 2.103 acre tract being part of a 98.657 acre tract out of the J. T. Stewart Survey, Abstract No. 1161. Said 98.657 acre tract being part of a 229.56 acre tract out of the C. Chacon Survey, Abstract No. 299 and the J. T. Stewart Survey, Abstract No. 1161, described in a Special Warranty Deed dated February 29, 1984 from Formosa Plastics Corporation USA to Flower Mound Development Venture, filed for record in Volume 1361, Page 874, of the Real Property Records of Denton County, Texas, and in Special Warranty Deed dated February 29, 1984, from M & S Development Company to Flower Mound Development Venture, filed for record in Volume 1361, Page 879 of the Real Property Records of Denton County, Texas, and said 2.103 acres more specifically described by metes and bounds as follows:

BEGINNING at a 1/2 inch rebar set at the Northeast corner of the Flower Mound Post Office Addition, an addition to the Town of Flower Mound according to the plat thereof recorded in Cabinet L, Page 285 of the Plat Records of Denton County, Texas, and being on the West Right-of-Way line of Olympia Drive (60 foot R.O.W.);

THENCE North 89° 50' 10" West (Record), 341.00 feet along the North line of said Flower Mount Post Office Addition to an 1/2 inch rebar set at the Northwest corner thereof;

THENCE North 50° 17' 04" West, 30.03 feet to a 1/2 inch rebar set on the Easterly Right-of-Way line of Forums Drive (80 foot R.O.W.), said point being in a curve to the left;

THENCE Northeasterly, along the Easterly Right-of-Way line of Forums Drive and with the arc of said curve having a radius of 590.00 feet, a central angle of 32° 15' 58", whose chord bears North 23° 34' 57" East, 327.89 feet, an arc length of 332.26 feet to a 1/2 inch rebar set;

THENCE South 89° 50' 10" East, 233.84 feet to a 1/2 inch rebar set on the proposed West Right-of-Way line of Olympia Drive;

THENCE South 00° 09' 50" West, 320.00 feet, along said proposed Right-of-Way line of Olympia Drive to the Point of Beginning and containing approximately 2.103 acres of land, more or less.

[Description of Site]

BEING a 0.0436 acre tract of land out of a 2.103 acre tract of land situated in the J.T. Stewart Survey, Abstract No. 1161 and being part of a 98.657 acre tract of land as recorded in Volume 1361, Page 879 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2" iron rod at the Southeast corner of said 2.103 acre tract of land, same being the Northeast corner of the Flower Mound Post Office Addition as recorded in Cabinet L, Page 285 of the Plat Records of Denton County, Texas;

THENCE North 89 degrees 50 minutes 10 seconds West, along the South line of said 2.103 acre tract for 106.91' to the Point of Beginning;

THENCE North 89 degrees 50 minutes 10 seconds West, continuing along said South line for 55.0' to a point;

THENCE North 00 degrees 09 minutes 50 seconds East, leaving said South line for 40.0' to a point;

THENCE South 89 degrees 50 minutes 10 seconds East, for 40.0' to a point;

THENCE South 00 degrees 09 minutes 50 seconds West, for 20.0' to a point;

THENCE South 89 degrees 50 minutes 10 seconds East, for 15.0' to a point;

THENCE South 00 degrees 09 minutes 50 seconds West, for 20.0' to the Point of Beginning and containing 1,900 square feet or 0.0436 acres of land, more or less;

together with an access and utility easement;

BEING a 0.049 acre tract of land out of a 2.103 acre tract of land situated in the J.T. Stewart Survey, Abstract No. 1161 and being part of a 98.657 acre tract of land as recorded in Volume 1361, Page 879 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING a found 1/2 inch iron rod at the Southeast corner of said 2.103 acre tract, same being the Northeast corner of the Flower Mound Post Office Addition as recorded in Cabinet L, Page 285 of the Plat Records of Denton County, Texas;

THENCE North 89 degrees 50 minutes 10 seconds West, along the South line of said 2.103 acre tract for 106.91' to a point;

THENCE North 00 degrees 09 minutes 50 seconds East, leaving said South line for 20.0' to a point;

THENCE South 89 degrees 50 minutes 10 seconds East, for 106.91' to a point;

THENCE South 00 degrees 09 minutes 50 seconds West, for 20.0' to the Point of Beginning and containing 2,138 square feet or 0.049 acres of land, more or less.

TOWNSHIP SECRETARY'S OFFICE



TOWN COUNCIL AGENDA ITEM NO. 6 CONSENT ITEM

DATE: August 23, 2021

FROM: Joelle Hainley, Building Official

ITEM: **Consider approval of a resolution stating the Town of Flower Mound's intent to become a Dark Sky Community through the International Dark-Sky Association.**

BACKGROUND INFORMATION: In 2019 the Texas legislature passed H.B. 2439 restricting municipalities from enforcing or adopting rules limiting the use of building materials in construction if those materials were approved for use by a national model code. H.B. 2439 contained exceptions for Dark Skies Communities and historic areas, where, under certain circumstances, certain building materials could be limited or required by municipalities. This session, the legislature passed S.B. 1090 expanding the exceptions related to Dark Skies Communities. S.B. 1090 allows municipalities to regulate outdoor lighting if they have adopted a resolution stating their intent to become certified as a Dark Sky Community.

The Town currently has an outdoor lighting ordinance that was adopted in 2002 and, while this ordinance is not as restrictive as the requirements for being a certified Dark Sky Community, it has proven to be an effective ordinance to control light pollution within the Town.

If passed, the Town will research and evaluate the Dark Sky certification process and requirements. Based on preliminary research, the application process contains three phases and can require 1-3 years from initial inquiry to formal designation.

In Texas thus far, the only Dark Sky Communities are Fredericksburg, Dripping Springs, Lakewood Village, Wimberley Valley, and Horseshoe Bay. There are only 32 certified Dark Sky Communities in the world with the majority (25) being in the United States.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A.

FISCAL IMPACT: N/A

LEGAL REVIEW: Ben Gibbs of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Resolution

DRAFT MOTION: Move to approve as presented in the agenda caption.

**TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. __21**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS STATING THE TOWN OF FLOWER MOUND'S INTENT TO BECOME A DARK SKY COMMUNITY THROUGH THE INTERNATIONAL DARK-SKY ASSOCIATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Legislature passed Senate Bill 1090 (SB 1090) in 2021, requiring that in order to enforce outdoor lighting regulations, government entities must either be a Dark Sky Community or adopt a resolution stating the intent to become certified as a Dark Sky Community by the International Dark-Sky Association as part of the International Dark Sky Places Program; and,

WHEREAS, the purpose of this resolution is to continue to enforce outdoor lighting standards which are not more restrictive than the requirements for a certified Dark Sky Community;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT: By this Resolution, it is the intention of the Town Council for the Town of Flower Mound to become a Certified Dark Sky Community through the International Dark-Sky Association as part of the Dark Sky Places Program, in order to continue enforcing outdoor lighting standards in compliance with Senate Bill 1090.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 23RD DAY OF AUGUST, 2021.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: August 23, 2021

FROM: Dale Crown, P.E., Senior Project Engineer

ITEM: Consider approval of a Construction Agreement with XIT Paving and Construction, Inc., for the Bruton Orand Boulevard at FM 1171 – Right Turn Lane project, in the amount of \$252,742.15; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On July 20, 2021, bids were received and opened for the Bruton Orand Boulevard at FM 1171 – Right Turn Lane project (Bid # 2021-98-B). XIT Paving and Construction, Inc. submitted the lowest qualified bid of the four responding bidders at a bid amount of \$252,742.15. The project includes construction of a right turn lane along northbound Bruton Orand Boulevard at FM 1171 (Cross Timbers Road) and ADA improvements at the intersection.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The right turn lane will add capacity to northbound Bruton Orand Boulevard and improve traffic efficiency at the intersection. A decision not to approve the Construction Agreement would result in the continuation of delays at the intersection for northbound drivers.

FISCAL IMPACT: \$252,742.15

Proposed Expenditure/(Revenue):	Account Number(s):
\$252,742.15	531-220-70635

Finance Review by: Debra Wallace, Interim Town Manager /CFO *DW*

Total project cost is \$550,000. Funding sources are:

- Other \$ 100,000
- Decision package – cash from General Fund \$ 70,000
- Tax debt \$ 380,000

LEGAL REVIEW: The Town's standard construction agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of these documents.

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

DRAFT MOTION: Move to approve as presented in the agenda caption.



**Town of Flower Mound
Bid Tabulation**

Bid No: 2021-98-B - Bruton Orand Boulevard at FM 1171 – Right Turn Lane

Bid Opening: 07/20/2021 at 11:00 AM

Company	Base Bid
XIT Paving and Construction, Inc	\$ 252,742.15
Vescorp Construction, LLC	\$ 286,722.75
Ed Bell Construction Company	\$ 294,141.00
Urban Infraconstruction, LLC	\$ 299,624.00

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.**

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: July 25, 2021

TOWN OF FLOWER MOUND**BRUTON ORAND BOULEVARD AT FM 1171 – RIGHT TURN LANE****Bid # 2021-98-B****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the “Agreement”), made and entered into this 23rd day of August, 2021, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the “Town,” and XIT Paving and Construction, Inc., a corporation, hereinafter referred to as the “Contractor.” For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

BRUTON ORAND BOULEVARD AT FM 1171 – RIGHT TURN LANE,
Bid # 2021-98-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called “Engineer”, who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;

- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Two Hundred Fifty Two Thousand Seven Hundred Forty Two Dollars and Fifteen cents (\$252,742.15)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of ninety (90) calendar days, and final completion of one hundred ten (110) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage’s required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a

surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to

the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred and Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred and Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety.

Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and

2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the 23rd day of August, 2021.

TOWN OF FLOWER MOUND

CONTRACTOR

Derek France, MAYOR

(Signature)

(Printed Name)

(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

(Position)



TOWN COUNCIL AGENDA ITEM NO. 8 CONSENT

DATE: August 23, 2021

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of Change Order No. 2 for the construction of the Rheudasil Park project, amending the contract with North Rock Construction, LLC., to provide an increase to the contract in the amount of \$21,775.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On November 18, 2020, bids were received and opened for the Rheudasil Park project. North Rock Construction, LLC., was the lowest qualified bidder of the six responsive bidders with a base bid of \$1,991,003.71. With selected bid options totaling \$469,734.14 the total award amount was \$2,460,735.65.

On June 12, 2021, Change Order No. 1 was approved for the Rheudasil Park project, amending the contract with North Rock Construction, LLC., for a decrease to the contract in the amount of \$16,987.20 to a revised contract value of \$2,443,748.45.

Change Order No. 2 provides for installation of a 5-foot diameter manhole in lieu of a 4-foot diameter manhole at the recommendation of the public works department and the removal of a dead-end water line to prevent future leaks under the park amenities and possible water quality issues in the future. If approved, this change order will increase the contract amount from \$2,443,748.45 to \$2,465,523.45. Five additional days will be added to the completion days.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the change order will cause the Rheudasil Park sanitary sewer manhole to be out of Town standards compliance due to the depth of the line. In addition, leaving the dead-end water line under existing park amenities could cause leaks in the future and may cause water quality issues.

FISCAL IMPACT: \$21,775.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$21,775.00	310-320-90661

Finance Review by: Debra Wallace, Interim Town Manager /CFO *DW*

Total project cost is currently \$2,900,000. Funding sources are:

- Park Development \$ 300,000
- Dedicated Sales Tax \$ 2,600,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 2

DRAFT MOTION: Move to approve as presented in the agenda caption.

CHANGE ORDER

Effective Date: Effective on the date of execution by the Town Manager

Owner: Town of Flower Mound

Contractor: North Rock Construction, LLC
525 South Loop 288 Suite 105
Denton, Texas 76205

Project: Rheudasil Park Improvements

CHANGE ORDER NO. 2

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Bid Item No.	Description	Add/ Deduct	Quantity	Unit	Price	Extended Amount
CO2-A	Construct 5' Manhole in lieu of 4'	ADD	1.00	LS	\$12,000.00	\$12,000.00
CO2-B	Remove existing 12" x 4" Tee & Sleeve 12" Pipe	ADD	1.00	LS	\$9,775.00	\$9,775.00
						\$21,775.00

Original Contract Price

\$2,460,735.65

Change Order No. 1

(\$16,987.20)

Change Order No. 2

\$21,775.00

Revised Contract Price**\$2,465,523.45****Bid Item No. JUSTIFICATION**

- CO2-A Provides for construction of a 5' manhole instead of a 4' manhole, excavate for 5' diameter manhole and install 5' manhole trench box.
- CO2-B Remove existing 12" x 4" Tee and sleeve 12" pipe. Involves digging back to the main, cut out and install pipe with repair couplings, flush, and blow off/testing.

Original Substantial Completion Days**270**

Change Order No. 1 Additional Days

0

Change Order No. 2 Additional Days

5**Revised Substantial Completion Days****275****Original Final Completion Days****300**

Change Order No. 1 Additional Days

0

Change Order No. 2 Additional Days

5**Revised Final Completion Days****305**

Recommended

Kari Biddix 7/26/21
Kari Biddix Date
Park Development Manager

Contractor

K. Will 07/26/2021
K. Will Date

Vice President

Contractor Title

Approved

Derek France
Mayor

Date



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: August 23, 2021

FROM: Matthew J. Hotelling, P.E., PTOE, ADAC, Traffic Engineer

ITEM: Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on various streets within the Edgewood Subdivision to 25 mph (*The Transportation Commission recommended approval of the exception request by a vote of 4 to 0 at its July 13, 2021, meeting.*)

BACKGROUND INFORMATION: Attached (Attachment 1) is the Transportation Commission (TRC) report and backup information for this item. The entire subdivision of Edgewood requires an exception because they are located further than 1/4 mile from a school property. As such, this item went before the TRC as required for all exception requests to lower the speed limit from 30 mph to 25 mph. During the 79th Texas Legislature, House Bill 87 was signed into legislation providing authority for municipalities to alter speed limits on residential streets. This legislation was amended during the 81st Texas Legislature with House Bill 2682. On December 4, 2006, the Town Council approved a policy for the implementation of 25 mph speed limits on certain residential streets. In addition to the requirements included in the State law, the policy establishes that streets are only eligible if all or part is located within 1/4 mile of a school property or 1/4 mile of a construction zone for a major or minor arterial street. On June 7, 2010, the Town Council amended the policy for implementation of 25 mph streets to include an exception process for those streets that are outside of the 1/4 mile boundaries.

With the recommendation for approval of the exception from the TRC, the proposed area by staff to be included in the reduction to 25 mph is to include the entire Edgewood neighborhood. By converting the entirety of the neighborhood, it will reduce confusion on both the residents/visitors and the Police Department for enforcement of these streets. It will also simplify the posting of the speed limit by allowing for neighborhood plaques to be added to the speed limit sign as one enters the neighborhood. Attachment 3 shows the location of the exception request, the currently converted streets and the boundary of the area being requested. The exception request was brought forward to the Transportation Commission at the July 13, 2021, TRC meeting. The TRC discussion can be viewed as Item F2 at the following link <https://flowermoundtx.swagit.com/play/07132021-1275>

BOARD REVIEW/CITIZEN FEEDBACK: The TRC heard the Edgewood exception request item at their July 13, 2021, regular meeting. Discussion was held on the exception request. Two representatives from the neighborhood provided input at the TRC meeting. The neighborhood responded with a 77% in favor for conversion of the speed limit change. The TRC recommended approval of the exception by a vote of 4 to 0.

ALTERNATIVES/OPTIONS: Leave speed limits as the currently exist (30 mph).

FISCAL IMPACT: The cost of changing and adding speed limit signs will be covered by operations funds.

LEGAL REVIEW: Stacie White of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Excerpt from the 3/10/2020 Transportation Commission Meeting, Agenda Item 2
2. Ordinance
3. Vicinity Map

DRAFT MOTION: Move to approve as presented in the agenda caption.



TRANSPORTATION COMMISSION AGENDA ITEM NO. 2

REGULAR ITEM

DATE: July 13, 2021

FROM: Matthew J. Hotelling, P.E., PTOE, ADAC, Traffic Engineer

ITEM: **Exception request for the streets within the Edgewood Subdivision to allow for a permanent speed limit change to 25 mph for areas outside of the 1/4 mile boundary of a school or major construction project.**

BACKGROUND INFORMATION: This item is a regular item to allow the Transportation Commission the opportunity to provide input and recommendation to the Town Council regarding the exception request for the streets within the Edgewood subdivision to allow for a permanent speed limit change to 25 mph for areas outside of the 1/4 mile boundary of a school or major construction project. See vicinity map (Attachment 1) for streets affected by this request.

During the 79th Texas Legislature, House Bill 87 was signed into legislation providing authority to municipalities to alter speed limits on residential streets. This legislation was amended during the 81st Texas Legislature with House Bill 2682. On December 4, 2006, the Town Council approved a policy for the implementation of 25 mph speed limits on certain residential streets. In addition to the requirements included in the State law, the policy establishes that streets are only eligible if all or part is located within 1/4 mile of a school property or 1/4 mile of a construction zone for a major or minor arterial street. On March 9, 2010, a review of this policy was brought forward to the Transportation Commission for input and recommendation to Town Council. The recommendation to Town Council was to keep the existing policy, but institute an exception process without the need for an engineering study. On June 7, 2010, Town Council amended the policy for 25 mph streets with Resolution 12-10. Resolution 12-10 is included as Attachment 2. Resolution 12-10 added an exception process to the residential speed limit policy that requires an engineering study and a recommendation from the Transportation Commission.

The typical practice is to post speed limit signs at the entrances to the subdivision. This has been verified with the Police Department as acceptable to them and they have confirmed that they are able to enforce the speed limit. This subdivision has two entrances; one off of Gerault Road and one off of Flower Mound Road. This request is for all streets located within the Edgewood Subdivision. There are 4 streets total within this subdivision.

ENGINEERING STUDY: An engineering study to determine the speed limit of a local street consists of the following information:

- 85th percentile speed
- Road characteristics, shoulder condition, grade, alignment, and sight distance
- Pace speed
- Roadside development and environment
- Parking practices and pedestrian activity
- Reported crash experience for at least a 12-month period

The 85th percentile speed is the speed at which 85% of the traffic travels at or below. The speed limit for a particular street is generally set within +/- 5 mph of the 85th percentile speed. In general, the 85th percentile speed based on the recent speed within the subject area ranged between 23 and 25 mph.

Staff has determined the road characteristics, shoulder condition, grade, alignment and sight distance for the immediate area adjacent to the study area. Subdivision streets within the Edgewood Subdivision are

typical residential streets in roadway width. The roadway is 30 feet face of curb to face of curb in width with curb and gutter. The streets generally intersect at 90 degree angles. The roadways between intersections are typically slightly curvilinear. None of the streets have a shoulder, and generally have good sight distance. All intersections are controlled with either one or two way stop control.

The pace speed is the 10 mph range of speed which the largest majority of drivers are driving. The pace speed within the subject area was 14 mph – 23 mph (74.4%) for Edgewood Drive and 18 mph – 27 mph (79.3%) for Carter Circle.

The roadside development for the Edgewood subdivision is completely residential.

The parking practices and pedestrian activity for this area are primarily related to the residential homes. Pedestrian activity is typical for a residential subdivision with sidewalks along the streets. The volume of traffic on Edgewood Drive was 121 vehicles per day inclusive of both directions. The volume of traffic on Carter Circle was 241 vehicles per day inclusive of both directions.

Research of reported crash experience between 2017 and 2021 for the Edgewood subdivision reveals that 0 reported accidents had occurred throughout the subdivision area.

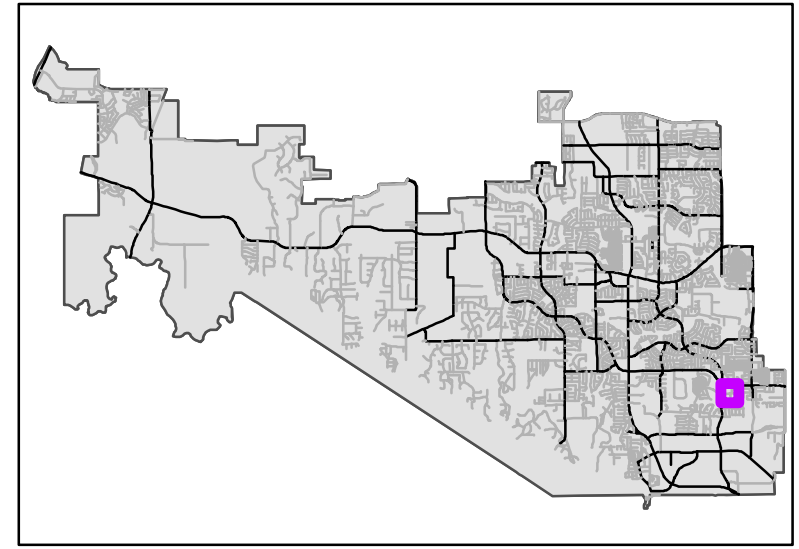
NEIGHBORHOOD SUPPORT: At previous Transportation Commission meetings, the neighborhood support has always been a question of the Commission. As such the Town has instituted a policy of receiving a 2/3 majority support for all exception cases prior to coming to the Transportation Commission for action. There are 48 homes adjacent to the various affected streets. Based on the survey that was turned into the Town, 37 out of the 48 (77.1%) were in the affirmative in support for reducing the speed limit to 25 mph. The HOA has been made aware of this request and plans to have a neighborhood representative at the Commission meeting to answer questions.

ATTACHMENTS:

1. Vicinity Map of Affected Streets
2. Resolution 12-10

RECOMMENDATION: Move to recommend approval as presented in the agenda caption.

Vicinity Map - Edgewood Subdivision



Vicinity Map

Legend

-  Edgewood Subdivision
-  School 1/4 mile buffer

Project
Location(s)

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. 12-10**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING RESOLUTION 35-06 BY REPEALING THE POLICY ON IMPLEMENTING REDUCED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS AND ADOPTING A NEW POLICY IMPLEMENTING REDUCED SPEED LIMITS ON CERTAIN RESIDENTIAL STREETS IN CERTAIN NEIGHBORHOODS IN THE TOWN OF FLOWER MOUND.

WHEREAS, the 79th Texas Legislature adopted House Bill 87 amending Section 545.356 of the Texas Transportation Code to allow municipalities to reduce the speed limit on certain types of streets to no less than twenty-five (25) miles per hour if the governing body determines that the prima facie speed limit on the road is unreasonable or unsafe; and

WHEREAS, the Town previously approved Resolution 35-06 which adopted a policy pertaining to establishing 25 mph speed limits on residential streets; and

WHEREAS, the Town desires to establish revised parameters or criteria that may be relied upon by the Town's residents and Town staff to identify the types of roads that may be eligible for a reduction in the prima facie speed limit; and

WHEREAS, the decision regarding whether the prima facie speed limit on a particular road or road segment is either unsafe or unreasonable and should be reduced to no less than twenty-five (25) miles per hour shall fall within the sound discretion of the Town Council, only, and shall be performed on an individual case by case analysis.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1

All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

Resolution 35-06 and the Town's Policy for Implementing Reduced Speed Limits in Certain Residential Neighborhoods is hereby amended by repealing the existing Policy for Implementing Reduced Residential Speed Limits and a new Policy

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

RESOLUTION NO. 12-10

for Implementing Reduced Residential Speed Limits (the "Policy"), which Policy is attached hereto as Exhibit A and incorporated herein by reference for all purposes allowed by law, is hereby adopted as the Town's official statement regarding the eligibility criteria for consideration and the process through which neighborhoods may present certain roads to the Town Council for determination whether the thirty (30) mile per hour prima facie speed limit on a certain road is unreasonable or unsafe and declare a lower speed limit of not less than twenty-five (25) miles per hour.

SECTION 3

This Resolution shall take effect immediately from and after its adoption and is accordingly so resolved.

PASSED, APPROVED AND ADOPTED THIS THE 7TH DAY OF JUNE, 2010.

APPROVED:


Melissa D. Northern, MAYOR

ATTEST:


Paula Paschal, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:


Terrence S. Welch, TOWN ATTORNEY

TOWN OF NEW BRIDGES
TOWN SECRETARY'S OFFICE
JUN 10 2010

EXHIBIT A**Policy for Implementing Reduced Residential Speed Limits****Purpose and Need**

This policy sets forth the process and eligibility criteria for the implementation of reduced speed limits on certain residential streets. This process focuses these implementations on areas near schools and major roadway construction zones. The policy also establishes an exception process should a particular street not conform to the eligibility criteria.

Introduction and Background

During the 79th Texas Legislature, House Bill 87 was signed into legislation providing authority to municipalities to alter speed limits on residential streets. This law allows municipalities to reduce the speed limit on streets with a width of 35' or less and where parking is not prohibited on one or both sides of the roadway. Further, a municipality would need to declare that the prima facie speed limit on that road is either unsafe or unreasonable. This law does not lower the basic prima facie speed limit which is currently 30 mph.

Responsibility

This policy will be implemented by the Town Manager or designee. Exception requests will be considered by the Transportation Commission for recommendation to the Town Council. Exception requests recommended by the Transportation Commission will be accompanied by an engineering study completed by the Town at the Town's cost. All reductions of neighborhood speed limits will require the approval of the Town Council.

Eligibility

For a street to be eligible for a reduction in speed limit to 25 mph, the street must be less than 35 feet in width, cannot have vehicle parking restrictions on either side of the street, and must meet one of the following location criteria:

- Located within one-quarter mile of a school site as depicted in the attached graphic
- Located within one-quarter mile of a construction zone associated with a major or minor arterial as defined on the Town of Flower Mound Thoroughfare Plan

Exceptions

Streets that do not meet the eligibility criteria can be considered on a case by case basis through the exception process. The request for an exception will include an engineering study to be completed by the Town, will be considered for recommendation by the Transportation Commission, and will be considered for adoption by the Town Council.

Implementation

Requests for reduced speed limits will be reviewed by Town staff for eligibility, or considered for an exception as described above. If the application is determined to meet the requirements, or an exception is recommended by the Transportation Commission, funding availability will be evaluated to determine if the speed limit signs can be installed during the current fiscal year. If funding is available, the request will be presented to the Town Council for consideration. If funding is not available, the neighborhood can choose to fund the cost of the sign materials and hardware or street(s) will be placed on a list of eligible streets to be included in a budget decision package during the next budget process.

Sign Design and Placement

All speed limit signs will meet the requirements contained in the Texas Manual on Uniform Traffic Control Devices. The placement of the speed limit signs will be reviewed determined by staff and coordinated with neighborhood representatives. Typical installations will only include one sign at each end of the neighborhood street, but mid-block signs will be considered on a case-by-case basis.

Town of Flower Mound
TOWN SECRETARY'S OFFICE
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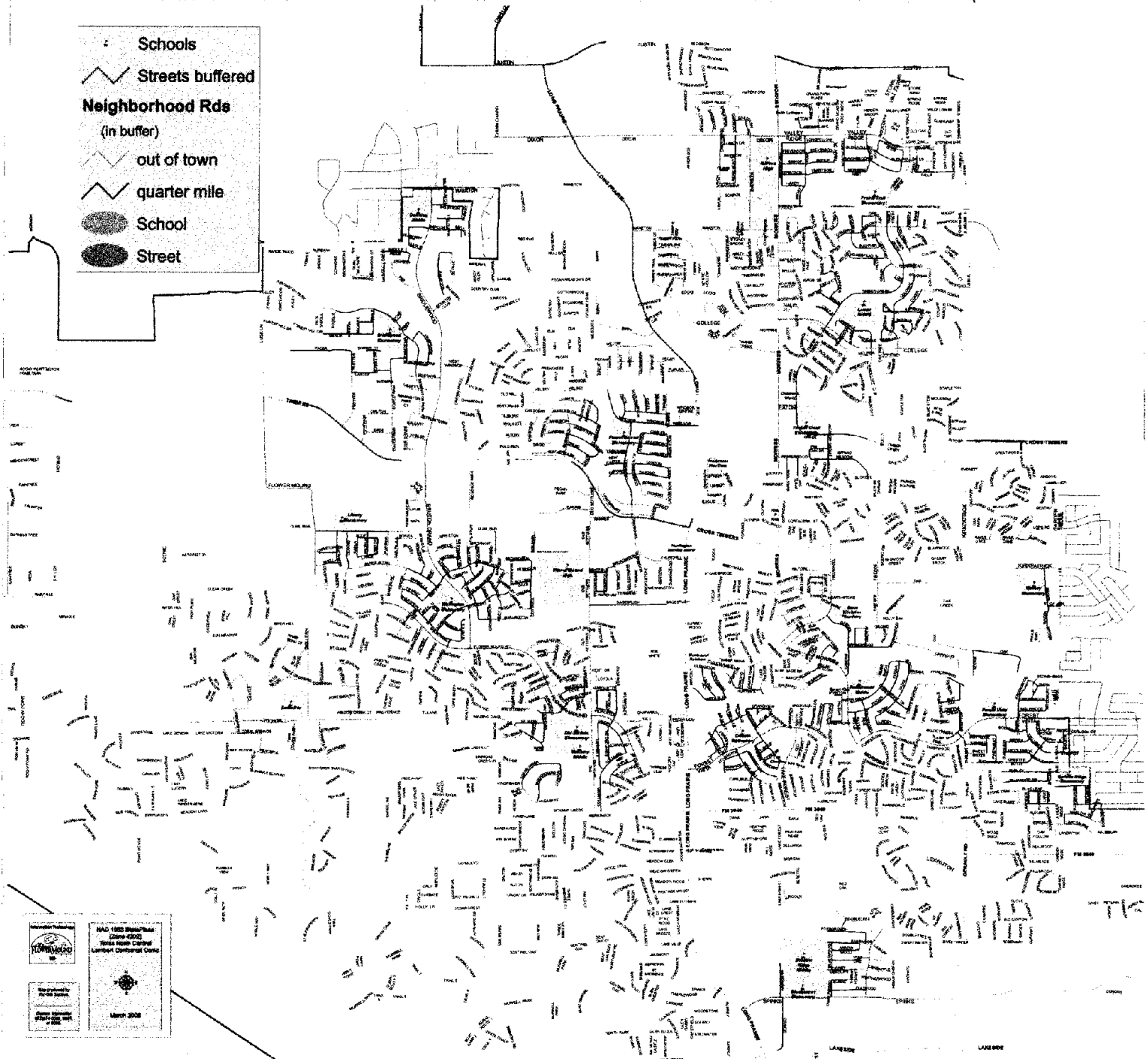
Process

The following provides a summary of the Process for Implementing Reduced Residential Speed Limits. The process is intended to be collaborative in nature, with the neighborhood representatives being stakeholders in the project.

1. Neighborhood contacts staff to request 25 mph speed limits
2. Staff establishes a point of contact for the request and project
3. Staff reviews the request and determines eligibility or directs request through exception process upon request
4. Staff reviews funding eligibility
 - a. If funding available, request is presented to Town Council
 - b. If funding not available:
 - i. Neighborhood funds cost of signs and hardware and request is presented to Town Council
 - ii. Staff submits request as a decision package during next budget process
5. Staff collects speed data prior to installation
6. Staff presents the request to the Town Council for required determination and action
7. If the Town Council declares a lower speed limit of not less than 25 mph for the roadway in question, Staff installs signs posting the speed limit at 25 mph
8. Staff collects speed data on a regular basis to determine effectiveness

Town of Flower Hill
TOWN SECRETARY'S OFFICE
OFFICIAL USE ONLY

25 mph residential speed limit eligibility coverage



TOWN OF HOWARD RECORD
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO.**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" PROVIDING FOR THE ADDITION OF FOUR STREETS TO THE LIST OF STREETS ENUMERATED THEREIN; IDENTIFYING A MAXIMUM PRIMA FACIE SPEED LIMIT FOR SAID STREETS; PROVIDING A PENALTY NOT TO EXCEED \$200 FOR VIOLATIONS HEREOF; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code authorizes a municipality to establish prima facie maximum reasonable and prudent speeds for vehicles on streets and highways within the corporate boundaries; and,

WHEREAS, the Town Council has determined that the prima facie speed limits on roadways within one-fourth ($\frac{1}{4}$) mile of a school property or within one-fourth ($\frac{1}{4}$) mile of a construction zone located on an arterial street are unreasonable and unsafe; and,

WHEREAS, the Town of Flower Mound has approved a policy for the reduction of the speed limit to 25 mph on certain residential streets within one-fourth ($\frac{1}{4}$) mile of a school property or within one-fourth ($\frac{1}{4}$) mile of a construction zone located on an arterial street; and,

WHEREAS, the Town of Flower Mound has conducted an engineering and traffic investigation and study to determine a prima facie maximum speed limit which is reasonable and safe on portions of certain roadways that are the subject of this ordinance; and,

WHEREAS, the Town Council hereby finds and determines based upon said engineering and traffic investigation and study that the existing speed limits on the streets outlined herein are unreasonable and unsafe and the Town Council hereby declares that the speed limits in these areas should be twenty-five miles per hour (25 mph);

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual determinations of the Town of Flower Mound and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

That Chapter 66, "Traffic and Vehicles," Article V, "Speed Limits," Section 66-214 "Enumeration for Specific Streets" of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by adopting the following maximum prima facie speed limit on the following additional streets in alphabetical order:

ORDINANCE NO.**PAGE 2**

Location	Speed (mph)
Beckwood Court	25
Carter Circle	25
Carter Court	25
Edgewood Drive	25

SECTION 3

The speed limits set forth in Section 2 above, are effective when the Town Manager, or his designee, erects signs giving notice of the new speed limits. The Town Manager is directed to take such action necessary to ensure that such new speed limit signs are erected and installed.

SECTION 4

Any person, firm or corporation violating any term or provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed \$200.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 7

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

This Ordinance shall take effect and be in full force from and after its passage and publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 23RD DAY OF AUGUST, 2021.

ORDINANCE NO.

PAGE 3

APPROVED:

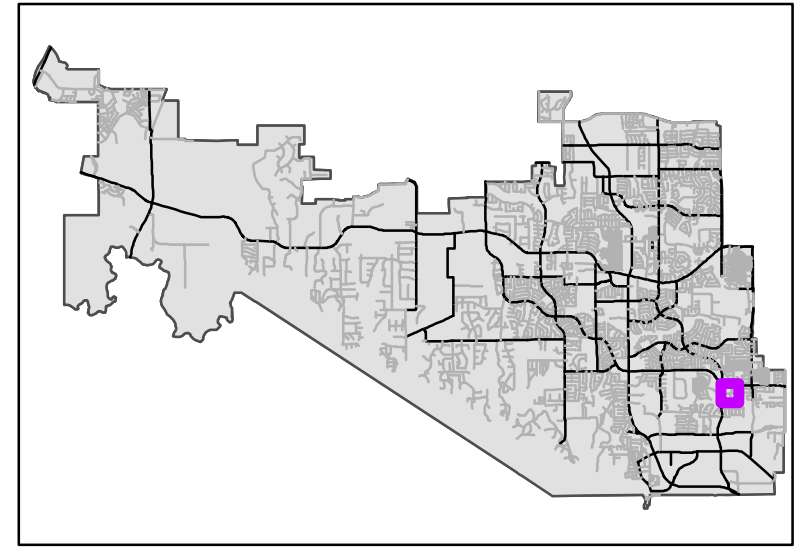
Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Vicinity Map - Edgewood Subdivision

Council Attachment 3



Vicinity Map

Legend

-  Edgewood Subdivision
-  School 1/4 mile buffer

Project
Location(s)



TOWN COUNCIL AGENDA ITEM NO. 10 CONSENT ITEM

DATE: August 23, 2021

FROM: Clay Riggs, Director of Public Works

ITEM: Consider approval of a Professional Services Agreement with IMS Infrastructure Management Services, LLC., to provide Town-wide Pavement Management Analysis and Asset Management Inventory, in the amount of \$150,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: In an effort to provide better pavement information for Council's strategic goal of First-Rate Infrastructure, a decision package was submitted and approved by Council in the FY2020-2021 budget for a Town-wide pavement analysis.

A request for Statement of Qualifications (SOQ) for Pavement Management and Asset Management Inventory was advertised in the Denton Record Chronicle on December 27, 2020, and January 3, 2021. Submittals were received on February 5, 2021. The selection team reviewed each submittal based upon the merit of the proposal, firm qualifications, project team, capability, ease of use, and past experience with the Town. IMS Infrastructure Management Services, LLC was selected from the six (6) submittals.

The Professional Services Agreement will allow for pavement analysis, utilizing laser road surface tests with onboard computers, multi-directional cameras, and will include distress field testing on 525 survey miles using ASTM D6433 protocols. The final report will include an executive summary, pavement management review, current PCI review, rehabilitation activities & costs and analysis parameter, along with recommendations to develop a five-year capital improvement plan and a five-year maintenance plan.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Staff could perform visual pavement assessments. These visual assessments would not be as accurate as assessments utilizing laser, multi-directional cameras, and distress testing equipment. Visual assessments are also subject to high variability, as having multiple assessors can lead to disparities in scoring methods.

FISCAL IMPACT: \$150,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$150,000.00	316-560-78040

Finance Review by: Debra Wallace, Interim Town Manager /CFO *DW*

Total project cost is \$150,000. Funding sources are:

- Dedicated Sales Tax \$ 150,000

LEGAL REVIEW: The Town's standard Professional Services Agreement form documents prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this Professional Services Agreement.

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Move to approve as presented in the agenda caption.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC.**

This contract is entered into on this 23rd day of August, 2021, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **IMS Infrastructure Management Services, LLC.**, (“hereinafter referred to as “CONSULTANT”) whose address is 8380 S Kyrene Rd, Suite 101, Temple, AZ 85284.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to performing a Town-wide pavement management analysis and asset inventory assignment; and

WHEREAS, CONSULTANT is a pavement and right of way asset management firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT has represented or is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Town-wide pavement management analysis and an asset inventory assignment specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV. Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V. Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI. Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT shall provide documents in any commonly-used electronic file format as requested by TOWN. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.

Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to TOWN certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Clay Riggs, PE, CFM
 Director of Public Works
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6411 Telephone

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;
5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and
6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.

Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM

CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.

Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVIII entitled Confidential Information shall survive termination of this Contract.

XVI.
Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use

of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX. Notice Information

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

Clay Riggs, PE, CFM
Director of Public Works
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6411 Telephone

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until TOWN is otherwise notified:

Jeff Myers, MSA
Client Services Manager
IMS Infrastructure Management Services, LLC
8380 S Kyrene Rd. Suite 101
Tempe, Arizona 85284
480-839-4347 Telephone

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX. Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and

is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.

Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.

Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.

No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.

Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not

intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

THE TOWN OF FLOWER MOUND, TEXAS

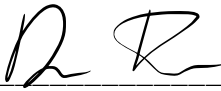
By: _____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
IMS Infrastructure Management Services, LLC.

By: 
 Name: Derek Turner
 Title: CEO

Date Signed: 8/2/2021

~~State of Texas~~ §
 §
~~County of~~ _____ §

~~This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ in his capacity as _____ of _____, a _____ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.~~

~~GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.~~

 Notary Public, State of Texas

~~My Commission Expires:~~

ARIZONA NOTARY ACKNOWLEDGEMENT (CORPORATION)

State of Arizona)
County of Maricopa)

The foregoing instrument was acknowledged before me this August 2, 2021 (date) by
Derek Turner, CEO (name of officer or agent, title or officer or agent) of IMS Infrastructure Management Services, LLC (name
of corporation acknowledging) a Arizona (state or place of incorporation) corporation,
on behalf of the corporation.

(Seal)

Brenna Maby
Signature of Person Taking
Acknowledgement

Title or Rank

Comm. # 585988

Serial Number, if any

My Commission Expires: May 11, 2024



Attachment A: Scope of Work



To: Clayton Riggs, Assistant Director of Public Works	Date: July 12, 2021
From: Jeff Myers, M.S.A., Client Services Manager	Project: 2021-49-B SOQ
Subject: Project Scope of Work	Project No:

Thank you for selecting IMS to conduct the network wide pavement data collection assignment. IMS is proposing to utilize our Laser Road Surface Tester for the acquisition of pavement condition and imagery. This scope has been developed from our ongoing discussions, as well as the RFP document. The associated fees will be provided in Attachment B: Project Fees.

Detailed Scope:

GIS / Network Inventory

Scope Details:

- Project Initiation
 - Confirm scope, extent, and content of surveys, set milestones, and confirm deliverables.
 - Confirm key contacts, roles and responsibilities, and project documentation.
 - Confirm communication cadence, including regular updates with details and narrative around progress and any expected delays.
 - Provide periodic progress reports on milestones and changes in anticipated schedule.
 - Identify location of key data elements such as traffic data, GIS, existing roadway inventories, and pavement management data.
 - Identify deficient data and the means to obtain it.
 - Confirm phases of the work and invoicing methodology.
- Network Referencing & GIS Linkage
 - Gather existing centerline topology for data collection preparation.
 - Obtain/confirm roadway attributes from GIS for functional class, traffic (if available), width, length, pavement type, etc. If not available, devise plan to obtain them.
 - Review existing segmentation, recommend updates. Review and audit the City's roadway inventory (PMS/GIS linkage, functional class, surface type, length, width, and number of lanes).
 - Split, combine or add new sections as necessary.
 - Ensure each segment is linked to its appropriate parent GIS section.
 - Develop field survey maps and detailed network inventory for use by the RST and client review.

Deliverable Details:

- Completed survey map approved by the City.

Attachment A: Scope of Work



Pavement Assessment

Scope Details:

- Data Collection
 - Mobilize LCMS-2 RST testing equipment to project.
 - Demonstrate the equipment to City personnel.
 - Calibrate equipment.
 - Complete single lane testing on all residential roadways, and two-lane testing (outside lanes) on all collector, arterial, and divided roadways.
 - Collect data for approximately 388 test miles, based upon 315 miles of residential roadway and 36.6 miles of arterial and collector roadway.
 - Collect modified ASTM D6433 distresses and attributes delivered in block-to-block segmentation basis. Distresses to include:
 - Survey all residential roads with one pass, while surveying all arterial and collector roads in two passes.
 - Collect crossfall, radius of curvature and grade.
- Provision of Digital Images
 - Process one view of digital video at 15-20 ft intervals.
 - Deliver images as a personal geodatabase
- Data Processing and QC
 - Develop exceptions report for lengths that do not match GIS within 15% or 50 ft.
 - For each data stream (surface distress, roughness, GPS), aggregate and process the data at the segment level.
 - Develop individual index scores for surface distress, and roughness as appropriate.
 - Develop a pavement condition index for each section.
 - Produce shape files of the processed data.
 - Complete quality review of data.

Deliverable Details:

- External hard drive with personal geodatabase and archive of images collected from the network. Images provided at 15-20 foot intervals. One of the following image views will be provided (Left Front: LF; Right Front: RF; Rear Downward: DW; Left Rear: LR).
- Client Review Spreadsheet with segment level data and visual summarization for Client review.

Pavement Analysis, Budget Development and Results

- Review PCI thresholds, cost of deferment, strength indexes, functional classification, and all other weighted criteria.
- Program critical set points and maintenance activities.
- Develop operating parameters with Flower Mound cooperation and input.
- Present status and PCI report in Excel format c/w PCI charts and backlog.
- Fix all needs analysis and budget.
- Steady state (SS), do nothing, unlimited, SS plus 50%, SS minus 50%.
- Budget driven analysis (\$/yr estimate).

Attachment A: Scope of Work



- Integrate City capital plans and “must do’s” (\$ to hit set PCI and backlog target).

Deliverable Details:

- Easy Street Analysis (ESA) interactive spreadsheet

Final Pavement Management Report

- After reviewing the analysis and finalizing the results, begin assembling a comprehensive report.
- The report shall include a summary of the network value, pavement condition, rehabilitation & maintenance treatments, budget scenarios, PCI definitions, analysis operating parameters, and the results of the survey.
- The written report shall be supplemented with appendix's that contain segment level data.
- Deliver draft report to City and incorporate any modifications to the analysis or reporting methodology.

Deliverable Details

- Delivery of formal final report in Flower Mound designated format.

Right-of-Way Asset Inventory (Pavement Markings and Stripings)

Scope Details:

- Extract right-of-way assets from imagery.
- Match existing asset IDs as part of verification process for all asset categories
- See attached Master Asset List (MAL) for details related to attributes.

Deliverable Details:

- Final deliverable will be an ESRI GIS File Geodatabase with individual feature classes for each asset data deliverable.

Thank you for your interest and confidence in Infrastructure Management Services as your pavement and asset management specialists. We will strive to be an asset and extension of the City of Flower Mound staff and team. If any questions arise please do not hesitate to contact me at (417) 372-7021 or jmyers@imsanalysis.com.

Regards,

IMS Infrastructure Management Services

A handwritten signature in black ink, appearing to read "Jeff Myers", is written over a circular stamp or seal.

Jeff Myers, M.S.A.,
Central Region Manager of Client Services

Right of Way MAL // Markings

Asset		Code	Asset Type	Measurement		Definition
Pavement Markings		PM	Point	Count		Identification of painted or inlaid symbols and text placed on the road surface, providing guidance and
Attribute		Code	Responses	Representation		Definition
Segment_ID				Numeric		Street segment ID of the street where the markings are located
PM_ID				Numeric		A Numeric string representing a unique identifier for the asset stating at 600000
PM_Code				Text		Pavement marking code, see the table pavement markings for complete list
PM_Description				Text		A description of the pavement striping found on the road surface at this point
PM_Color				Text		The primary color of the material used to place the pavement mark on the road surface
PM_Location				Numeric		The lane location of the pavement mark on the road surface
		1	Right Travel Lane			The pavement marking is in the right travel lane in the direction of the flow of traffic
		2	Right Turn Lane(s)			The pavement marking is in the right turn lane in the direction of the flow of traffic
		3	Left Travel Lane			The pavement marking is in the left travel lane in the direction of the flow of traffic
		4	Left Turn Lane(s)			The pavement marking is in the left turn lane in the direction of the flow of traffic
		5	Center Travel Lane(s)			The pavement marking is in the center travel lane in the direction of the flow of traffic
		6	Across All Lanes			The pavement marking goes across one or more of the lanes of the roadway
		7	Right Bike Lane			The pavement marking is in the right bicycle lane in the direction of the flow of traffic
		8	Left Bike Lane			The pavement marking is in the left bicycle lane in the direction of the flow of traffic
		9	Other			The pavement marking is located in some other location not described above
PM_Condition				Numeric		
		1	Good			The marking is clear and clean with no fading
		2	Fair			The marking is visible with signs of wear
		3	Poor			The marking is faded, or hard to see
PM_X				Numeric		X coordinate of the pavement marking using agency coordinate system
PM_Y				Numeric		Y coordinate of the pavement marking using agency coordinate system
PM_Comment				Text		General comment about the asset, if any

Right of Way MAL // Striping

Asset	Code	Asset Type	Measurement	Definition
Pavement Striping	PS	Linear	Feet	Identification of painted or inlaid striping placed on the road surface delineating travel lanes, turn bays and
Attribute	Code	Responses	Representation	Description
Segment_ID				Street segment ID of the street where the striping(s) are located
PS_ID			Numeric	A number string representing a unique identifier for the asset stating at 700000
PS_Code			Text	Pavement striping code, see the table pavement striping for complete list
PS_Description			Text	A description of the pavement marking found on the road surface at this point
PS_Text			Text	Pavement marking text if not in Pavement striping table
PS_Color			Text	The primary color of the material used to place the pavement mark on the road surface
PS_Location				
	1	Centerline	Numeric	The lane location of the pavement mark on the road surface
	2	Median - Lane Divider		The pavement marking is in the right travel lane in the direction of the flow of traffic
	3	Lane - Lane Divider		The pavement marking is in the right turn lane in the direction of the flow of traffic
	4	Left Turn Lane(s)		The pavement marking is in the left travel lane in the direction of the flow of traffic
	5	Center Travel Lane(s)		The pavement marking is in the left turn lane in the direction of the flow of traffic
	6	Across All Lanes		The pavement marking is in the center travel lane in the direction of the flow of traffic
	7	Right Bike Lane		The pavement marking goes across one or more of the lanes of the roadway
	8	Left Bike Lane		The pavement marking is in the right bicycle lane in the direction of the flow of traffic
	9	Other		The pavement marking is in the left bicycle lane in the direction of the flow of traffic
PS_Condition				The pavement marking is located in some other location not described above
	1	Good	Numeric	The marking is clear and clean with no fading
	2	Fair		The marking is visible with signs of wear
	3	Poor		The marking is faded, or hard to see
PS_X				X coordinate of the pavement marking using agency coordinate system
PS_Y			Numeric	Y coordinate of the pavement marking using agency coordinate system
PS_Comment			Text	General comment about the asset, if any



IMS Infrastructure Management Services
 8380 S Kyrene Rd, Ste 101, Tempe, AZ 85284
 Phone: (480) 839-4347 Fax: (480) 839-4348
 www.imsanalysis.com

Attachment B

Project Fees

To: Clayton Riggs, Assistant Director of
Public Works

Date: July 12, 2021

From: Jeff Myers, M.S.A., Client Services
Manager

Project: 2021-49B SOQ

Subject: Project Fees

Project No: N/A

IMS Infrastructure Management Services is pleased to submit this fee schedule in reference to the 2021 Pavement Management RFQ assignment. As discussed, the project fees have been developed from our recent discussions, the request for qualifications document, and a budget has been provided below to match the services detailed in Attachment A: Scope of Work

Task	Activity	Quant	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation & Set Up	1	LS	\$3,500.00	\$3,500
2	Network Referencing & GIS Linkage	525	T-Mi	\$20.00	\$10,500
Field Surveys					
3	RST Mobilization/Calibration	1	LS	\$3,500.00	\$3,500
4	RST Field Data Collection	525	T-Mi	\$110.00	\$57,750
5	Collect Crossfall, Radius of Curvature, & Grade	525	T-Mi	\$10.00	\$5,250
Data Management					
6	Data QA/QC, Processing, & Formatting	525	T-Mi	\$20.00	\$10,500
7	Process Forward View Imagery at 15-20 foot Intervals - 1 view	525	T-Mi	\$10.00	\$5,250
8	Pavement Analysis, Budget Development, & Final Report	1	LS	\$7,500.00	\$7,500.00
	a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software			Included in Base Activities	
	b. Customizable Prioritization & Cost-Benefit Analysis			Included in Base Activities	
	c. Online ESA Spreadsheet Training via WebEx			Included in Base Activities	
9	Project Management	1	LS	\$3,825.00	\$3,825
10	Alley Survey, Data Processing and Delivery	1	LS	\$4,100.00	\$4,100
11	Asset Data Collection (GPS & Camera Configuration)	525	T-Mi	\$13.00	\$6,825.00
	a. Pavement Striping/Marking Database Development	525	T-Mi	\$60.00	\$31,500.00
Project Total:					\$150,000



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: August 23, 2021

FROM: Blake Hummel, Senior Project Engineer

ITEM: Consider approval of Change Order No. 1 for the construction of the FM2499 and Waketon Road Intersection Improvements project, amending the contract with Quality Excavation, LLC, to provide for an increase to the contract in the amount of \$34,262.50; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On August 17, 2020, Quality Excavation, LLC was awarded the construction contract for the FM2499 and Waketon Road Intersection Improvements project in the amount of \$1,136,463.60.

During construction it was found that the existing native subgrade material was unsuitable for additional lime stabilization per the bid construction plans and specifications. The Town's geotechnical lab provided a recommendation which eliminated the lime stabilization and replaced with TxDOT Type A, Grade 1 flexible base under areas of paving that include the TxDOT paving cross-section. The additional cost covers the overage between the deduction of lime stabilization and the installation of flexible base. An additional 8-inch gate valve is also proposed to be installed on the relocated water main to help with future isolation of the existing water main along FM 2499 between Waketon Road and College Parkway. Isolation valves are necessary to minimize impact to residents in the event of a broken water main or during construction activities.

Change Order No. 1 proposes to increase the contract in the amount of \$34,262.50, for a revised contract amount of \$1,170,726.10.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: If the proposed change order is not approved the Town would not be able to proceed with adequately constructing the paving subgrade per the geotechnical lab's recommendation. The geotechnical lab recommendation should be followed to ensure the subgrade is suitable for placement of new roadway paving. The additional gate valve would also not be able to be installed leaving a 1,500-foot section of existing water main with no isolation valve between Waketon Road and College Parkway.

FISCAL IMPACT: \$34,262.50

Proposed Expenditure/(Revenue):	Account Number(s):
\$34,262.50	531-220-20240

Finance Review by: Debra Wallace, Interim Town Manager /CFO *DW*

Total project cost is \$1,900,000. Funding sources are:

- TIRZ \$1,000,000
- Dedicated Sales Tax \$ 300,000
- Tax debt \$ 600,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 1

DRAFT MOTION: Move to approve as presented in the agenda caption.

CHANGE ORDER No. 1

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Quality Excavation, LLC

Project: **FM2499 AND WAKETON ROAD INTERSECTION IMPROVEMENTS****CHANGE ORDER NO. 1**

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
33	Furnish Lime Material	TON	Deduct	74	\$191.00	\$ (14,134.00)
34	12-inch Thick Lime Treated Subgrade	SY	Deduct	2273	\$10.50	\$ (23,866.50)
CO1-A	Furnish & Install 12" Flexible Base (Type A, Grade 1)	SY	Add	2273	\$31.00	\$ 70,463.00
CO1-B	Furnish & Install 8" Gate Valve	EA	Add	1	\$1,800.00	\$ 1,800.00
TOTAL						\$ 34,262.50

JUSTIFICATION

Change Order No. 1 provides for the following.

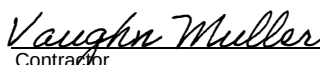
Item 33 - Furnish Lime Material - allows for the deduction of unused lime material no longer needed with the project. Alliance Geotechnical Group, Inc. recommended, based on the existing subgrade material, that lime treatment of the paving subgrade be substituted with flexible base.

Item 34 - 12-inch Thick Lime Treated Subgrade - allows for the deduction of lime treated subgrade. Alliance Geotechnical Group, Inc. recommended, based on the existing subgrade material, that lime treatment of the paving subgrade be substituted with flexible base.

CO1-A - Furnish & Install 12" Flexible Base (Type A, Grade 1) - allows additional payment to be made for the installation of flexible base subgrade. Existing material was tested by Alliance Geotechnical Group, Inc. and found to not be suitable for additional lime treatment. Alliance Geotechnical Group, Inc. recommended to substitute the 12-inches of lime treated subgrade with 12-inches of flexible base as an acceptable alternative.

CO1-B - Furnish & Install 8" Gate Valve - allows additional payment to be made for an 8" gate valve related to the proposed relocated water main. This will help in future isolation of a large section of 8" water main along FM2499.

Original Contract	\$	1,136,463.60
Change Order #1	\$	34,262.50
Revised Contract Price	\$	1,170,726.10
Original Substantial Completion Days		180
Original Final Completion Days		240

Recommended for Approval	 Blake Hummel, P.E. Senior Project Engineer	7/14/2021 Date	 Contractor <u>Project Manager</u> Contractor Title	7/15/2021 Date
Approved	_____ Derek France Mayor	_____ Date		



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: August 23, 2021

FROM: Brian Waltenburg, P.E., Assistant Director of Engineering

ITEM: **Consider approval of Amendment No. 4 to the Fiscal Year 2020-2021 Capital Improvement Program.**

BACKGROUND INFORMATION: The Fiscal Year (FY) 2020-2021 Capital Improvement Program (CIP) Amendment No. 3, was approved by Town Council May 12, 2021. The proposed CIP Amendment No. 4, for FY 2020-2021, would reduce Prior Fiscal Years TIRZ funds by \$689,669 for the Streets project, FM 1171 at FM 2499 Westbound Right Turn Lane, and return those funds to the TIRZ fund balance. The construction of this project will be completed by TxDOT.

The current 2020-2021 Fiscal Year's funding will remain unchanged, and the General Fund Total Project Cost will be reduced from \$233,447,208 to \$232,757,539 (the difference of the \$689,669).

FISCAL IMPACT:

Current CIP-

FY 2020-2021:	General Capital Projects	\$10,076,800
	Utility Capital Projects	\$15,238,100

Five-Year CIP Plan:	General Capital Projects	\$232,757,539
	Utility Capital Projects	\$215,982,790

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2020-2021 CIP Amendment No. 4 Change.

Finance Review by: Debra Wallace, Interim Town Manager/CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. CIP Amendment 4 Changes
2. CIP Amendment 4

DRAFT MOTION: Move to approve as presented in the agenda caption.

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 4
8/23/2021

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,300,000	0.5	\$ 350,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	2,463,000	-	-	2,463,000	1,063,000	0.5	-		1,400,000	-	-	-	1,400,000	-	-	
ADA Transition Plan and Implementation **	1,298,000	150,000	150,000	150,000	150,000	150,000		2,048,000	313,000	2.4	1,135,000		600,000	-	150,000	150,000	150,000	150,000	-	
Bruton Orand at FM1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	550,000	170,000	2.4	380,000		-	-	-	-	-	-	-	
Churchill Drive (FM 2499 to Yucca) **	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0.2,7	-		-	-	-	-	-	-	-	
Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-		240,000	-	-	-	-	-	240,000	
Denton Creek Boulevard (I35W to Prairie Ridge Rd) **	-	-	400,000	800,000	-	-	11,285,000	12,485,000	11,070,000	0	-		1,415,000	-	-	-	-	-	1,415,000	
Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	-	6,747,000	-	-	-	-	7,057,000	1,650,000	0.1	-		5,407,000	-	5,407,000	-	-	-	-	
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-		-	-	-	-	-	-	-	
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	615,000	-	-	-	-	-	-	615,000	615,000	0.2	-		-	-	-	-	-	-	-	
FM 1171 at FM 2499 Westbound Right Turn Lane **	998,000	-	-	-	-	-	-	998,000	998,000	7	-		-	-	-	-	-	-	-	
FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-		-	-	-	-	-	-	-	
FM 1171 at River Walk Dr Intersection Improvements **	950,000	-	-	-	-	-	-	950,000	350,000		600,000		-	-	-	-	-	-	-	
FM 2499 at FM 3040 Intersection Improvements **	-	450,000	1,760,000	-	-	-	-	2,210,000	450,000	2			1,760,000	-	1,760,000	-	-	-	-	
FM 2499 at FM 407 Intersection Improvements **	-	-	400,000	1,430,000	-	-	-	1,830,000	1,530,000	1	-		300,000	-	300,000	-	-	-	-	
FM 2499 at Lakeside North Right Turn Lane **	475,000	-	-	-	-	-	-	475,000	375,000	0	100,000		-	-	-	-	-	-	-	
FM 2499 at Waketon Intersection Improvements	1,900,000	-	-	-	-	-	-	1,900,000	1,300,000	7.8	600,000		-	-	-	-	-	-	-	
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1	1,200,000		-	-	-	-	-	-	-	
Garden Ridge Through Lane (at FM 3040)	610,000	-	-	-	-	-	-	610,000	610,000	0.4	-		-	-	-	-	-	-	-	
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	2,500,000	1.5	-		2,500,000	-	-	-	-	-	2,500,000	
Impact Fee Update	90,000	1,800	-	-	-	-	90,000	181,800	181,800	0	-		-	-	-	-	-	-	-	
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	800,000	7,918,000	-	-	-	8,718,000	4,975,000	0.1	-		3,743,000	-	-	3,743,000	-	-	-	
Lake Forest Boulevard Roadway Improvements	2,000,000	-	-	-	-	-	-	2,000,000	600,000	0	1,400,000		-	-	-	-	-	-	-	
Lakeside Parkway Capacity Improvements **	-	-	540,000	8,000,000	-	-	-	8,540,000	8,540,000	0.1,3	-		-	-	-	-	-	-	-	
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0.2	-		6,500,000	-	-	-	-	-	6,500,000	
Morris Road Improvements **	1,410,000	-	-	-	-	-	-	1,410,000	1,285,000	0.1,4	125,000		-	-	-	-	-	-	-	
Peters Colony Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2.4	-		-	-	-	-	-	-	-	
Rippy Road (Waketon to FM 2499)**	4,750,000	600,000	-	-	-	-	-	5,350,000	4,931,000	2.4,7	419,000		-	-	-	-	-	-	-	
Roadway Amenities	683,083	90,000	90,000	90,000	90,000	90,000	-	1,133,083	578,083	2.4	195,000		360,000	-	90,000	90,000	90,000	90,000	-	
Shiloh Road Improvements (North of FM 1171) **	-	-	505,000	-	-	-	6,100,000	6,605,000	505,000	1	-		6,100,000	-	-	-	-	-	6,100,000	
Sidewalk Links **	1,261,000	150,000	-	-	-	-	-	1,411,000	1,411,000	2.4	-		-	-	-	-	-	-	-	
Skillern Road (Flower Mound Rd to Riverhill) **	905,000	-	-	-	-	-	-	905,000	85,560	3	819,440		-	-	-	-	-	-	-	
Street Light Improvements	115,000	115,000	-	-	-	-	-	230,000	230,000	4	-		-	-	-	-	-	-	-	
US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-		-	-	-	-	-	-	-	
Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,236,905	1.3,5,7	230,000		-	-	-	-	-	-	-	
Windsor Roundabout Connection	325,000	-	-	-	-	-	-	325,000	325,000	2.4	-		-	-	-	-	-	-	-	
SUBTOTAL	\$ 40,021,988	\$ 1,606,800	\$ 11,392,000	\$ 18,388,000	\$ 2,703,000	\$ 240,000	\$ 30,140,337	\$ 104,492,125	\$ 66,613,685	\$ 30	\$ 7,553,440	\$ -	\$ 30,325,000	\$ -	\$ -	\$ 7,707,000	\$ 3,983,000	\$ 240,000	\$ 1,640,000	\$ 16,755,000
SUBTOTAL	\$ 39,332,320	\$ 1,606,800	\$ 11,392,000	\$ 18,388,000	\$ 2,703,000	\$ 240,000	\$ 30,140,337	\$ 103,802,457	\$ 65,924,016	\$ 30	\$ 7,553,440	\$ -	\$ 30,325,000	\$ -	\$ -	\$ 7,707,000	\$ 3,983,000	\$ 240,000	\$ 1,640,000	\$ 16,755,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 4
8/23/2021

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029							2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
College Parkway at Timber Creek **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	400,000	\$ 400,000	0,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd **	-	-	400,000	-	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
FM 2499 at Chaparral **	430,000	70,000	-	-	-	-	-	500,000	420,000	0,2,4	80,000	-	-	-	-	-	-	-	-
FM 2499 at Northshore **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-	-	-
FM 2499 at Silveron **	405,000	-	-	-	-	-	-	405,000	405,000	0	-	-	-	-	-	-	-	-	-
Garden Ridge at Forest Vista **	-	-	350,000	-	-	-	-	350,000	350,000	0,4	-	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick **	-	-	-	400,000	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
Lakeside at Silveron **	-	-	-	-	-	-	400,000	400,000	400,000	0,4,5	-	-	-	-	-	-	-	-	-
Morriess at Eaton **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-	-	-
Gerault at Old Gerault **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
Peters Colony at Churchill **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation **	750,000	150,000	150,000	150,000	150,000	150,000	-	1,500,000	275,000	2,4	625,000	600,000	-	150,000	150,000	150,000	150,000	150,000	-
Traffic Signal Preemption Upgrade	-	-	75,000	75,000	75,000	75,000	50,000	350,000	350,000	4	-	-	-	-	-	-	-	-	-
Traffic Signal Rehabilitation **	57,114	-	-	-	-	-	500,000	557,114	57,114	4	-	500,000	-	-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 2,372,114	\$ 220,000	\$ 1,775,000	\$ 625,000	\$ 225,000	\$ 225,000	\$ 2,950,000	\$ 8,392,114	\$ 6,587,114	\$ 16	\$ 705,000	\$ -	\$ 1,100,000	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 500,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
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9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 4
8/23/2021

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Blue Ridge Trail Reconstruction (Branchwood to Country Meadows)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-	-	-	-
Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	200,000	1,680,000	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-	-	-	-
Edgefield Trail Reconstruction (Wood Creek Dr to Timber Valley Dr)	150,000	1,260,000	-	-	-	-	-	1,410,000	1,410,000	8	-	-	-	-	-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morris to Chancellor) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-	-	-	-
Grady Court Reconstruction (Homestead to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-	-	-	-
Lakeside Panel Replacements (FM 2499 to Town Limits)	-	-	-	2,000,000	-	-	-	2,000,000	2,000,000	8	-	-	-	-	-	-	-	-	-	-
Marcus Drive Reconstruction (Christy Court to Conlly St)	-	-	-	-	-	1,170,000	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-	-	-	-
Morris Road Panel Replacement (FM 3040 to FM 1171) **	4,040,000	-	-	-	-	-	-	4,040,000	4,040,000	8	-	-	-	-	-	-	-	-	-	-
Old Gerault Road Reconstruction	370,000	-	300,000	-	-	-	1,200,000	1,870,000	1,870,000	8	-	-	-	-	-	-	-	-	-	-
Pavement Analysis	-	150,000	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-	-
Raintree Drive Reconstruction (Ridgecrest to Shiloh)	-	-	800,000	-	-	-	-	800,000	800,000	8	-	-	-	-	-	-	-	-	-	-
Timber Creek Road at College Intersection Reconstruction **	-	-	250,000	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (5000 Timbercreek Rd. to Homestead St.) **	-	-	250,000	2,000,000	-	-	-	2,250,000	2,250,000	8	-	-	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase III (Homestead St. to Kirkpatrick Ln.) **	-	-	-	300,000	2,925,000	-	-	3,225,000	3,225,000	8	-	-	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	3,600,000	3,600,000	8	-	-	-	-	-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	500,000	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	1,300,000	-	-	-	-	-	-	1,300,000	1,300,000	8	-	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 10,480,000	\$ 3,590,000	\$ 1,600,000	\$ 4,300,000	\$ 2,925,000	\$ 1,170,000	\$ 7,144,000	\$ 31,209,000	\$ 31,209,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., 380, Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 4
8/23/2021

FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Fire and Police Training Center	-	-	-	150,000	2,085,000	-	-	2,235,000	-		-		2,235,000		-	-	150,000	2,085,000	-	-
Fire Station No. 1 Facility Upgrades **	1,893,375	-	-	-	-	-	-	1,893,375	763,375	4	1,130,000		-		-	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	700,000	10,722,000	-	-	11,422,000	-		-		11,422,000		-	-	700,000	10,722,000	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	7,770,000	1,250,000	4	6,520,000		-		-	-	-	-	-	-
Library Expansion**	12,537,000	-	-	-	-	-	-	12,537,000	137,000	2	12,400,000		-		-	-	-	-	-	-
Gibson-Grant Historic Cabin Restoration	1,575,593	75,000	-	-	-	-	-	1,650,593	1,562,593	1,2	88,000		-		-	-	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-		-		-	-	-	-	-	-
Police and Courts Facility Upgrades **	3,331,000	-	-	-	-	-	-	3,331,000	1,571,000	4	1,760,000		-		-	-	-	-	-	-
Storage Warehouse	1,750,000	-	-	-	-	-	-	1,750,000	1,100,000	4	650,000		-		-	-	-	-	-	-
SUBTOTAL	\$ 28,946,968	\$ 75,000	\$ -	\$ 850,000	\$ 12,807,000	\$ -	\$ -	\$ 42,678,968	\$ 6,473,968		\$ 22,548,000		\$ 13,657,000		\$ -	\$ -	\$ 850,000	\$ 12,807,000	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
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2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
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8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 4
8/23/2021

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029					2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
2018-19 Playground Replacements (Lakewood, Stone Creek, Thrush West, & Gerault parks) **	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
2019-20 Playground Replacements (Chinn Chapel, and Pecan Orchard) **	350,000	20,000	-	-	-	-	-	370,000	370,000	8	-	-	-	-	-	-	-
2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	-	350,000	-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-
2021-22 Playground Replacements (Peacock) **	-	-	250,000	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	-	750,000	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	-	-	750,000	-	-	750,000	750,000	8	-	-	-	-	-	-	-
2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	-	-	500,000	-	500,000	500,000	8	-	-	-	-	-	-	-
Bakersfield Park - Enhancements	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase I	-	-	-	1,500,000	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase II	-	-	-	-	1,200,000	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
Bakersfield Park Restroom & Concrete Walkway **	600,000	-	-	-	-	-	-	600,000	600,000	6.8	-	-	-	-	-	-	-
Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2.6.8	-	-	-	-	-	-	-
Chinn Chapel Improvements (Ballfield Lighting to LED lights, ADA, Drainage, & Fence Upgrades)	-	-	650,000	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-
Dixon Park Improvements (add Pavilion, & Amenities)	-	-	-	100,000	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
Dunham Ranch Master Plan	-	-	150,000	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
Dunham Ranch Master Design	-	-	-	250,000	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
Dunham Ranch Construction	-	-	-	-	8,000,000	-	-	8,000,000	8,000,000	8	-	-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	900,000	-	-	900,000	900,000	8	-	-	-	-	-	-	-
Gerault Park Improvements - Renovate MP fields, Pavilion Update, add power, new grills, trash, picnic tables **	-	-	450,000	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	-	800,000	-	800,000	800,000	8	-	-	-	-	-	-	-
Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	225,000	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness system; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	-	700,000	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
Hilltop Scoreboard Additions	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
Hound Mound Parking and Restroom **	810,000	-	-	-	-	-	-	810,000	810,000	2.6	-	-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, and Colony) **	-	-	-	425,000	-	-	-	425,000	425,000	8	-	-	-	-	-	-	-
Individual Park Improvements (Resurface playgrounds at Culwell, Shadow, Prairie Creek, Lone Tree & Colony)	-	-	550,000	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-
Lakewood Park - Pavilion	75,000	-	-	-	-	-	-	75,000	75,000	8	-	-	-	-	-	-	-
Leonard & Helen Johns Park Upgrade (LED Lighting for Tennis Courts & Landscaping)**	-	-	225,000	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
Lightning Detection System Replacements- (Bakersfield, Gerault, Chinn Chapel, Hilltop, Glenwick, Tiger)	90,000	-	-	-	-	-	-	90,000	90,000	8	-	-	-	-	-	-	-
Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	-	50,000	-	50,000	50,000	6.8	-	-	-	-	-	-	-
Park and Trail Amenities	610,000	50,000	50,000	50,000	50,000	50,000	-	860,000	860,000	6.8	-	-	-	-	-	-	-
Peters Colony Memorial Park	305,000	2,650,000	-	-	-	-	-	2,955,000	2,955,000	2.6,8	-	-	-	-	-	-	-
Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	650,000	265,000	-	-	-	-	-	915,000	915,000	6.7	-	-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	6	-	-	-	-	-	-	-
Post Oak Park Improvements - signage(wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	-	-	700,000	-	700,000	700,000	8	-	-	-	-	-	-	-
Rheudasill Park Improvements	2,600,000	300,000	-	-	-	-	-	2,900,000	2,900,000	6.8	-	-	-	-	-	-	-
Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	-	275,000	-	-	275,000	275,000	8	-	-	-	-	-	-	-
Spring Meadow Park Improvements - looped trail; pavilion w picnic tables; grill, trash cans; trees and irrigation	-	-	-	-	200,000	-	-	200,000	200,000	8	-	-	-	-	-	-	-
Teakwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill, upgrade bridges & amenities	-	-	400,000	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
Tennis Center - Feasibility Study	-	50,000	-	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-
Tennis Center - Design	-	-	400,000	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
Tennis Center - Construction	-	-	-	5,000,000	-	-	-	5,000,000	5,000,000	8	-	-	-	-	-	-	-
Town Lake Property - Master Plan (Toll Brothers Dedication)	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
Trail Connections (Bluebonnet,Indian Blanket, Pink Evening Primrose, Purple Coneflower, Texas Yellow Star, & White Lazy Daisy Trails)	-	-	-	-	-	4,700,000	-	4,700,000	4,700,000	8	-	-	-	-	-	-	-
Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-
Trails Master Plan - Implementation	-	-	250,000	250,000	250,000	250,000	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
SUBTOTAL	\$ 11,490,000	\$ 4,585,000	\$ 3,600,000	\$ 8,325,000	\$ 11,625,000	\$ 7,050,000	\$ -	\$ 46,675,000	\$ 46,675,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 93,311,071	\$ 10,076,800	\$ 18,367,000	\$ 32,488,000	\$ 30,285,000	\$ 8,685,000	\$ 40,234,337	\$ 233,447,208	\$ 157,558,767	\$ 30,806,440	\$ 45,082,000	\$ -	\$ 7,857,000	\$ 4,983,000	\$ 13,197,000	\$ 1,790,000	\$ 17,255,000
GRAND TOTAL GENERAL FUND	\$ 92,621,402	\$ 10,076,800	\$ 18,367,000	\$ 32,488,000	\$ 30,285,000	\$ 8,685,000	\$ 40,234,337	\$ 232,757,539	\$ 156,869,099	\$ 30,806,440	\$ 45,082,000	\$ -	\$ 7,857,000	\$ 4,983,000	\$ 13,197,000	\$ 1,790,000	\$ 17,295,000

** Project Includes ADA Improvements

Other Sources

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
- 3. Escrow
- 4. Decision Package
- 5. Developer Agreement(s)
- 6. Park Development Fund
- 7. Tax Increment Reinvestment Zone (TIRZ)
- 8. Dedicated Sales Tax
- 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 4
8/23/2021

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	NEW DEBT	DEBT SCHEDULE						
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029					2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bruton Orand Elevated Storage Tank Chloramine System	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
Canyon Falls 20-Inch Water Line	2,000,000	660,000	-	-	-	-	-	2,660,000	960,000	0	1,700,000	-	-	-	-	-	-	
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	175,000	0.3	-	495,000	-	-	-	-	495,000	
Denton Creek Boulevard 12-Inch Water Line	200,000	-	500,000	800,000	-	-	-	1,500,000	1,500,000	0.5	-	-	-	-	-	-	-	
Denton Creek - Water Reuse Pipe Distribution Network	-	-	-	-	-	-	16,400,000	16,400,000	-	0	-	16,400,000	-	-	-	-	16,400,000	
Denton Creek - Water Reuse Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,600,000	7,600,000	-	0	-	7,600,000	-	-	-	-	7,600,000	
Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	1,350,000	-	-	-	2,400,000	750,000	0	-	1,650,000	-	300,000	1,350,000	-	-	
Denton Creek District - Reuse Waterlines	650,000	-	100,000	975,000	-	-	-	1,725,000	1,725,000	0	-	-	-	-	-	-	-	
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
Fire Station No. 7 Utilities	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0	-	5,590,000	-	-	-	-	5,590,000	
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	
Forest Vista Water Line	210,000	-	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	
Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick)	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0.2	-	-	-	-	-	-	-	
Grady Court Water Line	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase I	2,250,000	-	-	-	-	-	-	2,250,000	-	2,250,000	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase II	350,000	-	2,850,000	-	-	-	-	3,200,000	-	350,000	2,850,000	-	2,850,000	-	-	-	-	
High Road Water Line Replacement Phase III	1,500,000	-	-	-	-	-	-	1,500,000	-	1,500,000	-	-	-	-	-	-	-	
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0	50,000	2,310,000	-	-	-	-	2,310,000	
Hillside Water Line Connection	200,000	-	-	-	-	-	-	200,000	200,000	2	-	-	-	-	-	-	-	
Impact Fee Update	64,000	1,800	-	-	-	-	-	65,800	65,800	0	-	-	-	-	-	-	-	
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - FM 1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	320,000	-	-	-	320,000	320,000	0	-	-	-	-	-	-	-	
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0	-	880,000	-	-	-	-	880,000	
Lakeside Business District Water Reuse Phase 1	-	-	-	-	-	9,030,000	-	9,030,000	1,030,000	0	-	8,000,000	-	-	-	8,000,000	-	
Lakeside Business District Water Reuse Phase 2	-	-	-	-	-	-	5,450,000	5,450,000	1,450,000	0	-	4,000,000	-	-	-	-	4,000,000	
Lakeside Business District Water Reuse Phase 3	-	-	-	-	-	-	5,630,000	5,630,000	1,630,000	0	-	4,000,000	-	-	-	-	4,000,000	
Lakeside Business District Water Reuse Phase 4	-	-	-	-	-	-	1,440,000	1,440,000	1,440,000	0	-	-	-	-	-	-	-	
Lakeside Business District Water Reuse Phase 5	-	-	-	-	-	-	1,800,000	1,800,000	1,800,000	0	-	-	-	-	-	-	-	
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0	-	3,000,000	-	-	-	-	3,000,000	
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-	
Morriss Road Water Lines Phase I (Garden to Forest Vista)	1,400,000	-	-	-	-	-	-	1,400,000	500,000	2	900,000	-	-	-	-	-	-	
Morriss Road Water Lines Phase II (Milford to Eaton)	350,000	2,400,000	-	-	-	-	-	2,750,000	1,800,000	7	350,000	600,000	600,000	-	-	-	-	
Morriss Road Water Lines Phase III (Eaton to Waketon)	-	350,000	2,500,000	-	-	-	-	2,850,000	350,000	0	-	2,500,000	-	2,500,000	-	-	-	
Morriss Road Water Lines Phase IV (Waketon to FM 407)	-	-	350,000	2,500,000	-	-	-	2,850,000	-	-	2,850,000	-	350,000	2,500,000	-	-	-	
Pintail Pump Station (Auxiliary Power & Upgrades)	1,450,000	-	-	-	-	-	-	1,450,000	400,000	0.3	1,050,000	-	-	-	-	-	-	
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0	-	260,000	-	-	-	-	260,000	
Red Bud Point Water Service Relocation	1,185,000	-	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	
Rippy Road Water line Improvements (FM 2499-Waketon)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	
Royal Oaks Water Line Replacement Phase I	-	-	90,000	655,000	-	-	-	745,000	-	-	-	745,000	-	90,000	655,000	-	-	
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0	-	1,000,000	-	-	-	-	1,000,000	
Sentinel Oaks Water line Replacement (Three Bridges to Simmons)	-	500,000	-	-	-	-	-	500,000	-	-	500,000	500,000	-	-	-	-	-	
Stonecrest Pump Station Phase I (Auxiliary Power)	200,000	2,350,000	-	-	-	-	-	2,550,000	550,000	0	-	2,000,000	2,000,000	-	-	-	-	
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0	-	4,890,000	-	-	-	-	4,890,000	
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	0	-	840,000	-	-	-	-	840,000	
Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	
Stonehill Pump Station Discharge Valve Replacement	60,000	500,000	-	-	-	-	-	560,000	60,000	2	-	500,000	500,000	-	-	-	-	
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	0	-	120,000	-	-	-	-	120,000	
Timber Creek Water Line Replacement Phase I	1,000,000	-	-	-	-	-	-	1,000,000	-	1,000,000	-	-	-	-	-	-	-	
Timber Creek Water Line Replacement Phase II	-	300,000	900,000	-	-	-	-	1,200,000	-	-	1,200,000	300,000	900,000	-	-	-	-	
Timber Creek Water Line Replacement Phase III	-	-	-	-	1,400,000	-	-	1,400,000	-	-	1,400,000	-	-	-	1,400,000	-	-	
US 377 at FM 1171 Water Line Loop/Relocation	-	2,909,500	2,590,500	-	-	-	-	5,500,000	409,500	0	-	5,090,500	2,500,000	2,590,500	-	-	-	
Utility Asset Management & Utility Replacement	600,000	300,000	300,000	300,000	300,000	300,000	-	2,100,000	-	600,000	1,500,000	300,000	300,000	300,000	300,000	300,000	-	
Water Master Plan	150,000	-	-	-	-	-	-	150,000	150,000	0	-	-	-	-	-	-	-	
Water System Leak Detection & Repair	650,000	50,000	50,000	50,000	50,000	50,000	-	900,000	100,000	550,000	250,000	50,000	50,000	50,000	50,000	50,000	-	
Water System Model Update	162,285	5,000	5,000	5,000	5,000	5,000	-	187,285	187,285	0.2,5	-	-	-	-	-	-	-	
Westchester Water Line Replacement	-	-	-	-	1,320,000	-	-	1,320,000	-	-	-	1,320,000	-	-	1,320,000	-	-	
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0	-	2,310,000	-	-	-	-	2,310,000	
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0	-	3,090,000	-	-	-	-	3,090,000	
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0	-	1,240,000	-	-	-	-	1,240,000	
Wood Creek Circle Water Line	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	870,000	-	-	-	-	-	-	870,000	220,000	2	650,000	-	-	-	-	-	-	
SUBTOTAL	\$ 26,628,905	\$ 10,476,300	\$ 10,835,500	\$ 6,955,000	\$ 3,175,000	\$ 9,385,000	\$ 67,640,000	\$ 135,095,705	\$ 27,380,205		\$ 16,735,000	\$ 90,980,500	\$ 6,750,000	\$ 9,930,500	\$ 4,855,000	\$ 3,070,000	\$ 8,350,000	\$ 58,025,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 4
8/23/2021

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ 75,000	2	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 621 Somerset Drive	457,000	-	-	-	-	-	-	457,000	457,000	2	-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 1600 & 1612 Strait Lane	-	200,000	-	-	-	-	-	200,000	200,000	2	-		-		-	-	-	-	-	-
Colonial Drive Stromwater Replacement	-	450,000	-	-	-	-	-	450,000	450,000	2	-		-		-	-	-	-	-	-
Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	375,000	375,000	2	-		-		-	-	-	-	-	-
Creek Bank Stabilizatoin at 1540 Echo Bluff	-	-	-	-	75,000	-	-	75,000	75,000	2	-		-		-	-	-	-	-	-
East Waketon Road Drainage Improvements	1,210,000	-	1,870,000	-	-	-	-	3,080,000	1,410,000	2,4,7	-		1,670,000		-	1,670,000	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-		-		-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	2	-		-		-	-	-	-	-	-
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	50,000	-	-	-	-	-	-	50,000	50,000	2	-		-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	75,000	425,000	-	500,000	500,000	2	-		-		-	-	-	-	-	-
Range Wood Drive Drainage Improvements	350,000	-	-	-	-	-	-	350,000	350,000	2	-		-		-	-	-	-	-	-
Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-		-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-		-		-	-	-	-	-	-
SUBTOTAL	\$ 2,792,000	\$ 700,000	\$ 1,870,000	\$ 200,000	\$ 225,000	\$ 425,000	\$ 400,000	\$ 6,612,000	\$ 4,942,000		\$ -		\$ 1,670,000		\$ -	\$ 1,670,000	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	1,850,000	350,000	0	1,500,000	-	-	-	-	-	-	-	-	-
Bakers Branch Interceptor (Long Prairie Road to Lexington)	-	-	-	-	-	2,200,000	-	2,200,000	-	-	-	2,200,000	-	-	-	-	-	-	2,200,000	-
Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Dr)	-	165,000	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-	-	-
Impact Fee Update	64,000	1,800	-	-	-	-	-	65,800	65,800	0	-	-	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	250,000	250,000	250,000	250,000	250,000	-	3,480,000	330,000	2	1,900,000	1,250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	-
Lift Station Improvements and Decommissioning	1,835,000	-	-	-	-	-	-	1,835,000	100,000	2	1,735,000	-	-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase II	2,550,000	-	-	-	-	-	-	2,550,000	-	-	2,550,000	-	-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase III	-	564,500	415,500	-	-	-	-	980,000	-	-	-	980,000	564,500	415,500	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	330,000	-	-	330,000	-	-	-	330,000	-	-	-	-	-	-	330,000	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	1,135,000	-	-	-	-	1,135,000	-	-	-	1,135,000	-	1,135,000	-	-	-	-	-	-
Northshore Interceptor (Woodpark to Belmont Ct)	-	-	-	-	1,800,000	-	-	1,800,000	-	-	-	1,800,000	-	-	-	-	-	1,800,000	-	-
Oak Street Lift Station and Force Main Phase IV	-	380,500	1,919,500	-	-	-	-	2,300,000	150,000	0	-	2,150,000	380,500	1,769,500	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	-	-	2,500,000	-	-	-	-	-	-	-	2,500,000
Rivenwalk Collector (Morris Rd. to Windsor Dr.)	-	-	-	-	440,000	-	-	440,000	440,000	0.2	-	-	-	-	-	-	-	-	-	-
Southside Force Main Extension	-	-	-	2,400,000	-	-	-	2,400,000	1,400,000	0	-	1,000,000	-	-	-	-	-	1,000,000	-	-
Southside Gravity Improvements	-	-	-	-	-	-	3,900,000	3,900,000	1,000,000	0.3,5	-	2,900,000	-	-	-	-	-	-	-	2,900,000
Southside Pump Upgrade	90,000	-	-	1,012,000	-	-	-	1,102,000	535,500	0.5	-	566,500	-	-	-	-	566,500	-	-	-
Spring Meadow Lane Sewer Line Replacement	-	1,540,000	-	-	-	-	-	1,540,000	-	-	-	1,540,000	1,540,000	-	-	-	-	-	-	-
Timber Creek Collector Replacement (Timber Creek to Parker Square)	-	-	-	-	-	960,000	-	960,000	-	-	-	960,000	-	-	-	-	-	-	960,000	-
Timber Creek Trunk Line (Morris Rd to Rawlings Street)	300,000	575,000	-	-	-	-	-	875,000	-	-	300,000	575,000	575,000	-	-	-	-	-	-	-
Timber Creek Park Collector (Hanover to Timber Creek)	-	-	-	-	-	-	760,000	760,000	-	-	-	760,000	-	-	-	-	-	-	-	760,000
Timberview Trunk Line (Timberview to Morris)	-	-	-	-	800,000	-	-	800,000	-	-	-	800,000	-	-	-	-	-	800,000	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	300,000	-	-	-	-	300,000	-	-	-	300,000	-	300,000	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	2,660,000	-	-	-	-	-	-	2,660,000	410,000	0	2,250,000	-	-	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	3,700,000	-	-	-	-	-	-	3,700,000	-	-	3,700,000	-	-	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase V (One Place to Buckthorn Ct)	-	-	-	-	-	1,300,000	-	1,300,000	-	-	-	1,300,000	-	-	-	-	-	-	1,300,000	-
Wastewater Master Plan	180,000	-	-	-	-	-	-	180,000	180,000	0	-	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	232,285	5,000	5,000	5,000	5,000	5,000	-	257,285	257,285	0.5	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Master Plan	-	430,000	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-	-	11,800,000	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	-	-	13,000,000	-	-	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	-	-	1,000,000	-	-	-	-	-	-	-	1,000,000
Wastewater Treatment Plant Ultraviolet System Update	3,000,000	-	-	-	-	-	-	3,000,000	250,000	2	2,750,000	-	-	-	-	-	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	720,000	-	-	-	720,000	-	-	-	720,000	-	-	-	-	-	720,000	-	-
Wellington Interceptor Phase VI (Fieldcrest Rd. to FM 3040)	-	-	-	-	830,000	-	-	830,000	-	-	-	830,000	-	-	-	-	-	830,000	-	-
Wellington Interceptor Phase VII (Brookville to Garden)	-	-	-	-	-	980,000	-	980,000	-	-	-	980,000	-	-	-	-	-	-	980,000	-
Wood Creek Circle Sewer Line	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 30,491,285	\$ 4,061,800	\$ 4,025,000	\$ 4,387,000	\$ 4,455,000	\$ 5,695,000	\$ 21,160,000	\$ 74,275,085	\$ 6,213,585		\$ 28,485,000	\$ 39,576,500	\$ 3,310,000	\$ 3,870,000	\$ 816,500	\$ 5,400,000	\$ 6,020,000	\$ 20,160,000		
GRAND TOTAL UTILITY FUND	\$ 59,912,190	\$ 15,238,100	\$ 16,730,500	\$ 11,542,000	\$ 7,855,000	\$ 15,505,000	\$ 89,200,000	\$ 215,982,790	\$ 38,535,790		\$ 45,220,000	\$ 132,227,000	\$ 10,060,000	\$ 15,470,500	\$ 5,671,500	\$ 8,470,000	\$ 14,370,000	\$ 78,185,000		

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TOWN OF FLOWER MOUND
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STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,300,000	0.5	\$ 350,000		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	2,463,000	-	-	2,463,000	1,063,000	0.5	-		1,400,000		-	-	-	-	1,400,000	-
ADA Transition Plan and Implementation **	1,298,000	150,000	150,000	150,000	150,000	150,000		2,048,000	313,000	2.4	1,135,000		600,000		-	150,000	150,000	150,000	150,000	-
Bruton Orand at FM1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	550,000	170,000	2.4	380,000		-		-	-	-	-	-	-
Churchill Drive (FM 2499 to Yucca) **	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0.2,7	-		-		-	-	-	-	-	-
Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-		240,000		-	-	-	-	-	240,000
Denton Creek Boulevard (I35W to Prairie Ridge Rd) **	-	-	400,000	800,000	-	-	11,285,000	12,485,000	11,070,000	0	-		1,415,000		-	-	-	-	-	1,415,000
Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	-	6,747,000	-	-	-	-	7,057,000	1,650,000	0.1	-		5,407,000		-	5,407,000	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-		-		-	-	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	615,000	-	-	-	-	-	-	615,000	615,000	0.2	-		-		-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-		-		-	-	-	-	-	-
FM 1171 at River Walk Dr Intersection Improvements **	950,000	-	-	-	-	-	-	950,000	350,000		600,000		-		-	-	-	-	-	-
FM 2499 at FM 3040 Intersection Improvements **	-	450,000	1,760,000	-	-	-	-	2,210,000	450,000	2			1,760,000		-	1,760,000	-	-	-	-
FM 2499 at FM 407 Intersection Improvements **	-	-	400,000	1,430,000	-	-	-	1,830,000	1,530,000	1	-		300,000		-	300,000	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	475,000	-	-	-	-	-	-	475,000	375,000	0	100,000		-		-	-	-	-	-	-
FM 2499 at Waketon Intersection Improvements	1,900,000	-	-	-	-	-	-	1,900,000	1,300,000	7.8	600,000		-		-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1	1,200,000		-		-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	610,000	-	-		-	-	-	610,000	610,000	0.4	-		-		-	-		-	-	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	2,500,000	1.5	-		2,500,000		-	-	-	-	-	2,500,000
Impact Fee Update	90,000	1,800	-	-	-	-	90,000	181,800	181,800	0	-		-		-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	800,000	7,918,000	-		-	8,718,000	4,975,000	0.1	-		3,743,000		-	-	3,743,000	-		-
Lake Forest Boulevard Roadway Improvements	2,000,000	-	-	-	-	-	-	2,000,000	600,000	0	1,400,000		-		-	-	-	-	-	-
Lakeside Parkway Capacity Improvements **	-	-	540,000	8,000,000	-	-	-	8,540,000	8,540,000	0.1,3	-		-		-		-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0.2	-		6,500,000		-	-	-	-	-	6,500,000
Morris Road Improvements **	1,410,000	-	-	-	-	-	-	1,410,000	1,285,000	0.1,4	125,000		-		-	-	-	-	-	-
Peters Colony Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2.4	-		-		-	-	-	-	-	-
Rippy Road (Waketon to FM 2499)**	4,750,000	600,000	-	-	-	-	-	5,350,000	4,931,000	2,4,7	419,000		-		-	-	-	-	-	-
Roadway Amenities	683,083	90,000	90,000	90,000	90,000	90,000	-	1,133,083	578,083	2.4	195,000		360,000		-	90,000	90,000	90,000	90,000	-
Shiloh Road Improvements (North of FM 1171) **	-	-	505,000	-	-	-	6,100,000	6,605,000	505,000	1	-		6,100,000		-	-	-	-	-	6,100,000
Sidewalk Links **	1,261,000	150,000	-	-	-	-	-	1,411,000	1,411,000	2.4	-		-		-	-	-	-	-	-
Skillern Road (Flower Mound Rd to Riverhill) **	905,000	-	-	-	-	-	-	905,000	85,560	3	819,440		-		-	-	-	-	-	-
Street Light Improvements	115,000	115,000	-	-	-	-	-	230,000	230,000	4	-		-		-	-	-	-	-	-
US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-		-		-	-	-	-	-	-
Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,236,905	1,3,5,7	230,000		-		-	-	-	-	-	-
Windsor Roundabout Connection	325,000	-	-	-	-	-	-	325,000	325,000	2,4	-		-		-	-	-	-	-	-
SUBTOTAL	\$ 39,332,320	\$ 1,606,800	\$ 11,392,000	\$ 18,388,000	\$ 2,703,000	\$ 240,000	\$ 30,140,337	\$ 103,802,457	\$ 65,924,016		\$ 7,553,440		\$ 30,325,000		\$ -	\$ 7,707,000	\$ 3,983,000	\$ 240,000	\$ 1,640,000	\$ 16,755,000

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TOWN OF FLOWER MOUND
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SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029							2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
College Parkway at Timber Creek **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	400,000	\$ 400,000	0,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd **	-	-	400,000	-	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
FM 2499 at Chaparral **	430,000	70,000	-	-	-	-	-	500,000	420,000	0,2,4	80,000	-	-	-	-	-	-	-	-
FM 2499 at Northshore **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-	-	-
FM 2499 at Silveron **	405,000	-	-	-	-	-	-	405,000	405,000	0	-	-	-	-	-	-	-	-	-
Garden Ridge at Forest Vista **	-	-	350,000	-	-	-	-	350,000	350,000	0,4	-	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick **	-	-	-	400,000	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
Lakeside at Silveron **	-	-	-	-	-	-	400,000	400,000	400,000	0,4,5	-	-	-	-	-	-	-	-	-
Morriess at Eaton **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-	-	-
Gerault at Old Gerault **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
Peters Colony at Churchill **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation **	750,000	150,000	150,000	150,000	150,000	150,000	-	1,500,000	275,000	2,4	625,000	600,000	-	150,000	150,000	150,000	150,000	150,000	-
Traffic Signal Preemption Upgrade	-	-	75,000	75,000	75,000	75,000	50,000	350,000	350,000	4	-	-	-	-	-	-	-	-	-
Traffic Signal Rehabilitation **	57,114	-	-	-	-	-	500,000	557,114	57,114	4	-	500,000	-	-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 2,372,114	\$ 220,000	\$ 1,775,000	\$ 625,000	\$ 225,000	\$ 225,000	\$ 2,950,000	\$ 8,392,114	\$ 6,587,114	\$ 16	\$ 705,000	\$ -	\$ 1,100,000	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 500,000

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STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Blue Ridge Trail Reconstruction (Branchwood to Country Meadows)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-	-	-	-
Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	200,000	1,680,000	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-	-	-	-
Edgefield Trail Reconstruction (Wood Creek Dr to Timber Valley Dr)	150,000	1,260,000	-	-	-	-	-	1,410,000	1,410,000	8	-	-	-	-	-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morris to Chancellor) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-	-	-	-
Grady Court Reconstruction (Homestead to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-	-	-	-
Lakeside Panel Replacements (FM 2499 to Town Limits)	-	-	-	2,000,000	-	-	-	2,000,000	2,000,000	8	-	-	-	-	-	-	-	-	-	-
Marcus Drive Reconstruction (Christy Court to Conlly St)	-	-	-	-	-	1,170,000	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-	-	-	-
Morris Road Panel Replacement (FM 3040 to FM 1171) **	4,040,000	-	-	-	-	-	-	4,040,000	4,040,000	8	-	-	-	-	-	-	-	-	-	-
Old Gerault Road Reconstruction	370,000	-	300,000	-	-	-	1,200,000	1,870,000	1,870,000	8	-	-	-	-	-	-	-	-	-	-
Pavement Analysis	-	150,000	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-	-
Raintree Drive Reconstruction (Ridgecrest to Shiloh)	-	-	800,000	-	-	-	-	800,000	800,000	8	-	-	-	-	-	-	-	-	-	-
Timber Creek Road at College Intersection Reconstruction **	-	-	250,000	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (5000 Timbercreek Rd. to Homestead St.) **	-	-	250,000	2,000,000	-	-	-	2,250,000	2,250,000	8	-	-	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase III (Homestead St. to Kirkpatrick Ln.) **	-	-	-	300,000	2,925,000	-	-	3,225,000	3,225,000	8	-	-	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	3,600,000	3,600,000	8	-	-	-	-	-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	500,000	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	1,300,000	-	-	-	-	-	-	1,300,000	1,300,000	8	-	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 10,480,000	\$ 3,590,000	\$ 1,600,000	\$ 4,300,000	\$ 2,925,000	\$ 1,170,000	\$ 7,144,000	\$ 31,209,000	\$ 31,209,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., 380, Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 4
8/23/2021

FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Fire and Police Training Center	-	-	-	150,000	2,085,000	-	-	2,235,000	-		-		2,235,000		-	-	150,000	2,085,000	-	-
Fire Station No. 1 Facility Upgrades **	1,893,375	-	-	-	-	-	-	1,893,375	763,375	4	1,130,000		-		-	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	700,000	10,722,000	-	-	11,422,000	-		-		11,422,000		-	-	700,000	10,722,000	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	7,770,000	1,250,000	4	6,520,000		-		-	-	-	-	-	-
Library Expansion**	12,537,000	-	-	-	-	-	-	12,537,000	137,000	2	12,400,000		-		-	-	-	-	-	-
Gibson-Grant Historic Cabin Restoration	1,575,593	75,000	-	-	-	-	-	1,650,593	1,562,593	1,2	88,000		-		-	-	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-		-		-	-	-	-	-	-
Police and Courts Facility Upgrades **	3,331,000	-	-	-	-	-	-	3,331,000	1,571,000	4	1,760,000		-		-	-	-	-	-	-
Storage Warehouse	1,750,000	-	-	-	-	-	-	1,750,000	1,100,000	4	650,000		-		-	-	-	-	-	-
SUBTOTAL	\$ 28,946,968	\$ 75,000	\$ -	\$ 850,000	\$ 12,807,000	\$ -	\$ -	\$ 42,678,968	\$ 6,473,968		\$ 22,548,000		\$ 13,657,000		\$ -	\$ -	\$ 850,000	\$ 12,807,000	\$ -	\$ -

*General Obligation Bonds
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Other Sources
0. Impact Fees
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 4
8/23/2021

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029					2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
2018-19 Playground Replacements (Lakewood, Stone Creek, Thrush West, & Gerault parks) **	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
2019-20 Playground Replacements (Chinn Chapel, and Pecan Orchard) **	350,000	20,000	-	-	-	-	-	370,000	370,000	8	-	-	-	-	-	-	-
2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	-	350,000	-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-
2021-22 Playground Replacements (Peacock) **	-	-	250,000	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	-	750,000	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	-	-	750,000	-	-	750,000	750,000	8	-	-	-	-	-	-	-
2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	-	-	500,000	-	500,000	500,000	8	-	-	-	-	-	-	-
Bakersfield Park - Enhancements	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase I	-	-	-	1,500,000	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase II	-	-	-	-	1,200,000	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
Bakersfield Park Restroom & Concrete Walkway **	600,000	-	-	-	-	-	-	600,000	600,000	6.8	-	-	-	-	-	-	-
Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2.6.8	-	-	-	-	-	-	-
Chinn Chapel Improvements (Ballfield Lighting to LED lights, ADA, Drainage, & Fence Upgrades)	-	-	650,000	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-
Dixon Park Improvements (add Pavilion, & Amenities)	-	-	-	100,000	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
Dunham Ranch Master Plan	-	-	150,000	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
Dunham Ranch Master Design	-	-	-	250,000	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
Dunham Ranch Construction	-	-	-	-	8,000,000	-	-	8,000,000	8,000,000	8	-	-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	900,000	-	-	900,000	900,000	8	-	-	-	-	-	-	-
Gerault Park Improvements - Renovate MP fields, Pavilion Update, add power, new grills, trash, picnic tables **	-	-	450,000	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	-	800,000	-	800,000	800,000	8	-	-	-	-	-	-	-
Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	225,000	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	-	700,000	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
Hilltop Scoreboard Additions	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
Hound Mound Parking and Restroom **	810,000	-	-	-	-	-	-	810,000	810,000	2.6	-	-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, and Colony) **	-	-	-	425,000	-	-	-	425,000	425,000	8	-	-	-	-	-	-	-
Individual Park Improvements (Resurface playgrounds at Culwell, Shadow, Prairie Creek, Lone Tree & Colony)	-	-	550,000	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-
Lakewood Park - Pavilion	75,000	-	-	-	-	-	-	75,000	75,000	8	-	-	-	-	-	-	-
Leonard & Helen Johns Park Upgrade (LED Lighting for Tennis Courts & Landscaping)**	-	-	225,000	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
Lightning Detection System Replacements- (Bakersfield, Gerault, Chinn Chapel, Hilltop, Glenwick, Tiger)	90,000	-	-	-	-	-	-	90,000	90,000	8	-	-	-	-	-	-	-
Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	-	50,000	-	50,000	50,000	6.8	-	-	-	-	-	-	-
Park and Trail Amenities	610,000	50,000	50,000	50,000	50,000	50,000	-	860,000	860,000	6.8	-	-	-	-	-	-	-
Peters Colony Memorial Park	305,000	2,650,000	-	-	-	-	-	2,955,000	2,955,000	2.6,8	-	-	-	-	-	-	-
Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	650,000	265,000	-	-	-	-	-	915,000	915,000	6.7	-	-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	6	-	-	-	-	-	-	-
Post Oak Park Improvements - signage(wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	-	-	700,000	-	700,000	700,000	8	-	-	-	-	-	-	-
Rheudasil Park Improvements	2,600,000	300,000	-	-	-	-	-	2,900,000	2,900,000	6.8	-	-	-	-	-	-	-
Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	-	275,000	-	-	275,000	275,000	8	-	-	-	-	-	-	-
Spring Meadow Park Improvements - looped trail; pavilion w picnic tables; grill, trash cans; trees and irrigation	-	-	-	-	200,000	-	-	200,000	200,000	8	-	-	-	-	-	-	-
Teakwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill, upgrade bridges & amenities	-	-	400,000	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
Tennis Center - Feasibility Study	-	50,000	-	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-
Tennis Center - Design	-	-	400,000	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
Tennis Center - Construction	-	-	-	5,000,000	-	-	-	5,000,000	5,000,000	8	-	-	-	-	-	-	-
Town Lake Property - Master Plan (Toll Brothers Dedication)	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
Trail Connections (Bluebonnet,Indian Blanket, Pink Evening Primrose, Purple Coneflower, Texas Yellow Star, & White Lazy Daisy Trails)	-	-	-	-	-	4,700,000	-	4,700,000	4,700,000	8	-	-	-	-	-	-	-
Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-
Trails Master Plan - Implementation	-	-	250,000	250,000	250,000	250,000	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
SUBTOTAL	\$ 11,490,000	\$ 4,585,000	\$ 3,600,000	\$ 8,325,000	\$ 11,625,000	\$ 7,050,000	\$ -	\$ 46,675,000	\$ 46,675,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 92,621,402	\$ 10,076,800	\$ 18,367,000	\$ 32,488,000	\$ 30,285,000	\$ 8,685,000	\$ 40,234,337	\$ 232,757,539	\$ 156,869,099	\$ 30,806,440	\$ 45,082,000	\$ -	\$ 7,857,000	\$ 4,983,000	\$ 13,197,000	\$ 1,790,000	\$ 17,255,000

** Project Includes ADA Improvements
Other Sources
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 4
8/23/2021

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	NEW DEBT	DEBT SCHEDULE						
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029					2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029	
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bruton Orand Elevated Storage Tank Chloramine System	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
Canyon Falls 20-Inch Water Line	2,000,000	660,000	-	-	-	-	-	2,660,000	960,000	0	1,700,000	-	-	-	-	-	-	
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	175,000	0.3	-	495,000	-	-	-	-	495,000	
Denton Creek Boulevard 12-Inch Water Line	200,000	-	500,000	800,000	-	-	-	1,500,000	1,500,000	0.5	-	-	-	-	-	-	-	
Denton Creek - Water Reuse Pipe Distribution Network	-	-	-	-	-	-	16,400,000	16,400,000	-	0	-	16,400,000	-	-	-	-	16,400,000	
Denton Creek - Water Reuse Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,600,000	7,600,000	-	0	-	7,600,000	-	-	-	-	7,600,000	
Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	1,350,000	-	-	-	2,400,000	750,000	0	-	1,650,000	-	300,000	1,350,000	-	-	
Denton Creek District - Reuse Waterlines	650,000	-	100,000	975,000	-	-	-	1,725,000	1,725,000	0	-	-	-	-	-	-	-	
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
Fire Station No. 7 Utilities	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0	-	5,590,000	-	-	-	-	5,590,000	
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	
Forest Vista Water Line	210,000	-	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	
Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick)	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0.2	-	-	-	-	-	-	-	
Grady Court Water Line	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase I	2,250,000	-	-	-	-	-	-	2,250,000	-	2,250,000	-	-	-	-	-	-	-	
High Road Water Line Replacement Phase II	350,000	-	2,850,000	-	-	-	-	3,200,000	-	350,000	2,850,000	-	2,850,000	-	-	-	-	
High Road Water Line Replacement Phase III	1,500,000	-	-	-	-	-	-	1,500,000	-	1,500,000	-	-	-	-	-	-	-	
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0	50,000	2,310,000	-	-	-	-	2,310,000	
Hillside Water Line Connection	200,000	-	-	-	-	-	-	200,000	200,000	2	-	-	-	-	-	-	-	
Impact Fee Update	64,000	1,800	-	-	-	-	-	65,800	65,800	0	-	-	-	-	-	-	-	
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - FM 1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	320,000	-	-	-	320,000	320,000	0	-	-	-	-	-	-	-	
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0	-	880,000	-	-	-	-	880,000	
Lakeside Business District Water Reuse Phase 1	-	-	-	-	-	9,030,000	-	9,030,000	1,030,000	0	-	8,000,000	-	-	-	8,000,000	-	
Lakeside Business District Water Reuse Phase 2	-	-	-	-	-	-	5,450,000	5,450,000	1,450,000	0	-	4,000,000	-	-	-	-	4,000,000	
Lakeside Business District Water Reuse Phase 3	-	-	-	-	-	-	5,630,000	5,630,000	1,630,000	0	-	4,000,000	-	-	-	-	4,000,000	
Lakeside Business District Water Reuse Phase 4	-	-	-	-	-	-	1,440,000	1,440,000	1,440,000	0	-	-	-	-	-	-	-	
Lakeside Business District Water Reuse Phase 5	-	-	-	-	-	-	1,800,000	1,800,000	1,800,000	0	-	-	-	-	-	-	-	
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0	-	3,000,000	-	-	-	-	3,000,000	
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-	
Morriss Road Water Lines Phase I (Garden to Forest Vista)	1,400,000	-	-	-	-	-	-	1,400,000	500,000	2	900,000	-	-	-	-	-	-	
Morriss Road Water Lines Phase II (Milford to Eaton)	350,000	2,400,000	-	-	-	-	-	2,750,000	1,800,000	7	350,000	600,000	600,000	-	-	-	-	
Morriss Road Water Lines Phase III (Eaton to Waketon)	-	350,000	2,500,000	-	-	-	-	2,850,000	350,000	0	-	2,500,000	-	2,500,000	-	-	-	
Morriss Road Water Lines Phase IV (Waketon to FM 407)	-	-	350,000	2,500,000	-	-	-	2,850,000	-	-	2,850,000	-	350,000	2,500,000	-	-	-	
Pintail Pump Station (Auxiliary Power & Upgrades)	1,450,000	-	-	-	-	-	-	1,450,000	400,000	0.3	1,050,000	-	-	-	-	-	-	
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0	-	260,000	-	-	-	-	260,000	
Red Bud Point Water Service Relocation	1,185,000	-	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	
Rippy Road Water line Improvements (FM 2499-Waketon)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	
Royal Oaks Water Line Replacement Phase I	-	-	90,000	655,000	-	-	-	745,000	-	-	-	745,000	-	90,000	655,000	-	-	
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0	-	1,000,000	-	-	-	-	1,000,000	
Sentinel Oaks Water line Replacement (Three Bridges to Simmons)	-	500,000	-	-	-	-	-	500,000	-	-	500,000	500,000	-	-	-	-	-	
Stonecrest Pump Station Phase I (Auxiliary Power)	200,000	2,350,000	-	-	-	-	-	2,550,000	550,000	0	-	2,000,000	2,000,000	-	-	-	-	
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0	-	4,890,000	-	-	-	-	4,890,000	
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	0	-	840,000	-	-	-	-	840,000	
Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	
Stonehill Pump Station Discharge Valve Replacement	60,000	500,000	-	-	-	-	-	560,000	60,000	2	-	500,000	500,000	-	-	-	-	
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	0	-	120,000	-	-	-	-	120,000	
Timber Creek Water Line Replacement Phase I	1,000,000	-	-	-	-	-	-	1,000,000	-	1,000,000	-	-	-	-	-	-	-	
Timber Creek Water Line Replacement Phase II	-	300,000	900,000	-	-	-	-	1,200,000	-	-	1,200,000	300,000	900,000	-	-	-	-	
Timber Creek Water Line Replacement Phase III	-	-	-	-	1,400,000	-	-	1,400,000	-	-	1,400,000	-	-	-	1,400,000	-	-	
US 377 at FM 1171 Water Line Loop/Relocation	-	2,909,500	2,590,500	-	-	-	-	5,500,000	409,500	0	-	5,090,500	2,500,000	2,590,500	-	-	-	
Utility Asset Management & Utility Replacement	600,000	300,000	300,000	300,000	300,000	300,000	-	2,100,000	-	600,000	1,500,000	300,000	300,000	300,000	300,000	300,000	-	
Water Master Plan	150,000	-	-	-	-	-	-	150,000	150,000	0	-	-	-	-	-	-	-	
Water System Leak Detection & Repair	650,000	50,000	50,000	50,000	50,000	50,000	-	900,000	100,000	-	550,000	50,000	50,000	50,000	50,000	50,000	-	
Water System Model Update	162,285	5,000	5,000	5,000	5,000	5,000	-	187,285	187,285	0.2,5	-	-	-	-	-	-	-	
Westchester Water Line Replacement	-	-	-	-	1,320,000	-	-	1,320,000	-	-	-	1,320,000	-	-	1,320,000	-	-	
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0	-	2,310,000	-	-	-	-	2,310,000	
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0	-	3,090,000	-	-	-	-	3,090,000	
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0	-	1,240,000	-	-	-	-	1,240,000	
Wood Creek Circle Water Line	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	870,000	-	-	-	-	-	-	870,000	220,000	2	650,000	-	-	-	-	-	-	
SUBTOTAL	\$ 26,628,905	\$ 10,476,300	\$ 10,835,500	\$ 6,955,000	\$ 3,175,000	\$ 9,385,000	\$ 67,640,000	\$ 135,095,705	\$ 27,380,205		\$ 16,735,000	\$ 90,980,500	\$ 6,750,000	\$ 9,930,500	\$ 4,855,000	\$ 3,070,000	\$ 8,350,000	\$ 58,025,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 4
8/23/2021

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		NEW DEBT		DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029								2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ 75,000	2	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 621 Somerset Drive	457,000	-	-	-	-	-	-	457,000	457,000	2	-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 1600 & 1612 Strait Lane	-	200,000	-	-	-	-	-	200,000	200,000	2	-		-		-	-	-	-	-	-
Colonial Drive Stromwater Replacement	-	450,000	-	-	-	-	-	450,000	450,000	2	-		-		-	-	-	-	-	-
Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	375,000	375,000	2	-		-		-	-	-	-	-	-
Creek Bank Stabilizatoin at 1540 Echo Bluff	-	-	-	-	75,000	-	-	75,000	75,000	2	-		-		-	-	-	-	-	-
East Waketon Road Drainage Improvements	1,210,000	-	1,870,000	-	-	-	-	3,080,000	1,410,000	2,4,7	-		1,670,000		-	1,670,000	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-		-		-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	2	-		-		-	-	-	-	-	-
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	50,000	-	-	-	-	-	-	50,000	50,000	2	-		-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	75,000	425,000	-	500,000	500,000	2	-		-		-	-	-	-	-	-
Range Wood Drive Drainage Improvements	350,000	-	-	-	-	-	-	350,000	350,000	2	-		-		-	-	-	-	-	-
Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-		-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-		-		-	-	-	-	-	-
SUBTOTAL	\$ 2,792,000	\$ 700,000	\$ 1,870,000	\$ 200,000	\$ 225,000	\$ 425,000	\$ 400,000	\$ 6,612,000	\$ 4,942,000		\$ -		\$ 1,670,000		\$ -	\$ 1,670,000	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2020-2021 Amendment 4
8/23/2021

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		NEW DEBT	DEBT SCHEDULE					
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029							2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2029
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	1,850,000	350,000	0	1,500,000	-	-	-	-	-	-	-	-
Bakers Branch Interceptor (Long Prairie Road to Lexington)	-	-	-	-	-	2,200,000	-	2,200,000	-	-	-	2,200,000	-	-	-	-	-	2,200,000	-
Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Dr)	-	165,000	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	-	-
Engineering Standards	-	50,000	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-	-
Impact Fee Update	64,000	1,800	-	-	-	-	-	65,800	65,800	0	-	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	250,000	250,000	250,000	250,000	250,000	-	3,480,000	330,000	2	1,900,000	1,250,000	250,000	250,000	250,000	250,000	250,000	250,000	-
Lift Station Improvements and Decommissioning	1,835,000	-	-	-	-	-	-	1,835,000	100,000	2	1,735,000	-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase II	2,550,000	-	-	-	-	-	-	2,550,000	-	-	2,550,000	-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning Phase III	-	564,500	415,500	-	-	-	-	980,000	-	-	-	980,000	564,500	415,500	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	330,000	-	-	330,000	-	-	-	330,000	-	-	-	-	-	330,000	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	1,135,000	-	-	-	-	1,135,000	-	-	-	1,135,000	-	1,135,000	-	-	-	-	-
Northshore Interceptor (Woodpark to Belmont Ct)	-	-	-	-	1,800,000	-	-	1,800,000	-	-	-	1,800,000	-	-	-	-	1,800,000	-	-
Oak Street Lift Station and Force Main Phase IV	-	380,500	1,919,500	-	-	-	-	2,300,000	150,000	0	-	2,150,000	380,500	1,769,500	-	-	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	-	-	2,500,000	-	-	-	-	-	-	2,500,000
Rivenwalk Collector (Morris Rd. to Windsor Dr.)	-	-	-	-	440,000	-	-	440,000	440,000	0.2	-	-	-	-	-	-	-	-	-
Southside Force Main Extension	-	-	-	2,400,000	-	-	-	2,400,000	1,400,000	0	-	1,000,000	-	-	-	-	1,000,000	-	-
Southside Gravity Improvements	-	-	-	-	-	-	3,900,000	3,900,000	1,000,000	0.3,5	-	2,900,000	-	-	-	-	-	-	2,900,000
Southside Pump Upgrade	90,000	-	-	1,012,000	-	-	-	1,102,000	535,500	0.5	-	566,500	-	-	-	566,500	-	-	-
Spring Meadow Lane Sewer Line Replacement	-	1,540,000	-	-	-	-	-	1,540,000	-	-	-	1,540,000	1,540,000	-	-	-	-	-	-
Timber Creek Collector Replacement (Timber Creek to Parker Square)	-	-	-	-	-	960,000	-	960,000	-	-	-	960,000	-	-	-	-	-	960,000	-
Timber Creek Trunk Line (Morris Rd to Rawlings Street)	300,000	575,000	-	-	-	-	-	875,000	-	-	300,000	575,000	575,000	-	-	-	-	-	-
Timber Creek Park Collector (Hanover to Timber Creek)	-	-	-	-	-	-	760,000	760,000	-	-	-	760,000	-	-	-	-	-	-	760,000
Timberview Trunk Line (Timberview to Morris)	-	-	-	-	800,000	-	-	800,000	-	-	-	800,000	-	-	-	-	800,000	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	300,000	-	-	-	-	300,000	-	-	-	300,000	-	300,000	-	-	-	-	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	2,660,000	-	-	-	-	-	-	2,660,000	410,000	0	2,250,000	-	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	3,700,000	-	-	-	-	-	-	3,700,000	-	-	3,700,000	-	-	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase V (One Place to Buckthorn Ct)	-	-	-	-	-	1,300,000	-	1,300,000	-	-	-	1,300,000	-	-	-	-	-	1,300,000	-
Wastewater Master Plan	180,000	-	-	-	-	-	-	180,000	180,000	0	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	232,285	5,000	5,000	5,000	5,000	5,000	-	257,285	257,285	0.5	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Master Plan	-	430,000	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-	-	11,800,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	-	-	13,000,000	-	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	-	-	1,000,000	-	-	-	-	-	-	1,000,000
Wastewater Treatment Plant Ultraviolet System Update	3,000,000	-	-	-	-	-	-	3,000,000	250,000	2	2,750,000	-	-	-	-	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	720,000	-	-	-	720,000	-	-	-	720,000	-	-	-	-	720,000	-	-
Wellington Interceptor Phase VI (Fieldcrest Rd. to FM 3040)	-	-	-	-	830,000	-	-	830,000	-	-	-	830,000	-	-	-	-	830,000	-	-
Wellington Interceptor Phase VII (Brookville to Garden)	-	-	-	-	-	980,000	-	980,000	-	-	-	980,000	-	-	-	-	980,000	-	-
Wood Creek Circle Sewer Line	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 30,491,285	\$ 4,061,800	\$ 4,025,000	\$ 4,387,000	\$ 4,455,000	\$ 5,695,000	\$ 21,160,000	\$ 74,275,085	\$ 6,213,585		\$ 28,485,000	\$ 39,576,500	\$ 3,310,000	\$ 3,870,000	\$ 816,500	\$ 5,400,000	\$ 6,020,000	\$ 20,160,000	
GRAND TOTAL UTILITY FUND	\$ 59,912,190	\$ 15,238,100	\$ 16,730,500	\$ 11,542,000	\$ 7,855,000	\$ 15,505,000	\$ 89,200,000	\$ 215,982,790	\$ 38,535,790		\$ 45,220,000	\$ 132,227,000	\$ 10,060,000	\$ 15,470,500	\$ 5,671,500	\$ 8,470,000	\$ 14,370,000	\$ 78,185,000	

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: August 23, 2021

FROM: David Stallings, Traffic Operations Manager

ITEM: Consider approval of the purchase of traffic sign sheeting material, in the estimated annual amount of \$75,000.00, from 3M Company, through a City of Fort Worth contract.

BACKGROUND INFORMATION: In order to expedite timely order of sign sheeting for the Town of Flower Mound, the Transportation Services Division, since 2012, has been utilizing a City of Fort Worth sign sheeting contract with the 3M Company including subsequent renewals and rebids.

The City of Fort Worth conducted a formal bid process for sign sheeting in 2021, and awarded the contract to 3M Company, the lowest responsive and responsible bidder. The initial term of the contract is one year, which will expire on June 24, 2022. The contract has the option to be renewed in one-year increments for an additional four years. Estimated annual expenditures are expected to meet or exceed \$75,000.00. The items available under this contract are sign sheeting.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contract and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operations of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of Fort Worth entered into an interlocal agreement effective January 18, 2007, and is in effect until terminated by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$75,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$75,000.00 estimated annually	100-690-95100-4080

Finance Review by: Debra Wallace, Interim Town Manager/CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Fort Worth Bid No. ITB 21-0137 Sign Sheeting V1 Final
2. City of Fort Worth Bid No. ITB 21-0137 Signed Bid Tab
3. City of Fort Worth Bid No. ITB 21-0137 3M Response

DRAFT MOTION: Move to approve as presented in the agenda caption.



CITY OF FORT WORTH BID OFFER

Attachment 1

Event ID	Page
CFW01-21-0137	1
Event Round	Version
1	1
Event Name	
ITB Sign Sheeting	
Start Time	Finish Time
06/08/2021 08:00:00 CDT	06/24/2021 13:30:00 CDT

Invited: PUBLIC EVENT DETAILS

Submit To: City of Fort Worth
FINANCIAL MANAGEMENT SERVICES
FINANCE - Purchasing
200 Texas St. (Lower Level, South)
Fort Worth TX 76102
United States

Email: FMSPurchasingResponses@fortworthtexas.gov

Event Description

The City of Fort Worth (City) seeks bids to finalize an Agreement for sign sheeting as described herein on an as needed basis for the Transportation and Public Works Department. The term of this agreement will be for a one-year term with options to renew for up to four (4) one-year periods at the City's discretion.

Terms & Conditions

There is no Pre-Bid Conference for this bid.

Invitation for Bid (ITB) Cover Sheet

Bids are solicited for furnishing sign sheeting material as set forth in this solicitation. Completed Bids including one executed original, one copy and one USB flash drive containing electronic versions of all bid documents must be received in the Purchasing Division and time stamped no later than 1:30 P.M., June 24, 2021 and read publicly via live stream on FortWorthTV at 2:00 P.M. Bids must be submitted in a sealed envelope WITH THE BID NUMBER WRITTEN ON THE OUTSIDE OF THE ENVELOPE, addressed to the Purchasing Manager. Bids shall be mailed or hand delivered to the following address:

City of Fort Worth, Purchasing Division,
Lower Level, City Hall, 200 Texas Street, Fort Worth, Texas 76102

Bids delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked on the outside of the courier's shipping envelope BID No. 21-0137, Sign Sheeting AND MUST BE RECEIVED BY THE PURCHASING OFFICE AND TIME STAMPED PRIOR TO THE 1:30 DEADLINE IN ORDER TO BE CONSIDERED.

Late bids will be returned or destroyed; they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms, conditions and scope/specifications contained in this document. The period for acceptance of this bid will be 90 calendar days after the bid opening date.

Document List:

- 1) City of Fort Worth Bid Offer
- 2) Documentation Check Sheet
- 3) Part I - Instruction to Bidders
- 4) Part II - Scope of Services and/or Specifications
- 5) Part III - Standard Purchasing Terms and Conditions/Draft Contract
- 6) Part IV - Attachments
 - 6.1) Attachment A - Conflict of Interest Disclosure
 - 6.2) Attachment B - Bidder's Contact Information
 - 6.3) Attachment C - Consideration of Location of Bidder's Principal Place of Business (if applicable)
 - 6.4) Attachment D - Reference Sheet
 - 6.5) Attachment E - How to Register with the City of Fort Worth
 - 6.6) Attachment F - Automated Invoice Processing
 - 6.7) Attachment G - No Bid Sheet
 - 6.8) Attachment H - Detailed Scope of Services/Specifications
 - 6.9) Exhibit A - Questionnaire
 - 6.10) Exhibit B - Document Check Sheet



CITY OF FORT WORTH BID OFFER

Attachment 1

Event ID		Page
CFW01-21-0137		2
Event Round	Version	
1	1	
Event Name		
ITB Sign Sheeting		
Start Time	Finish Time	
06/08/2021 08:00:00 CDT	06/24/2021 13:30:00 CDT	

Invited: PUBLIC EVENT DETAILS

Submit To: City of Fort Worth
FINANCIAL MANAGEMENT SERVICES
FINANCE - Purchasing
200 Texas St. (Lower Level, South)
Fort Worth TX 76102
United States

Email: FMSPurchasingResponses@fortworthtexas.gov

ITB Signing Sheet

The undersigned, by his/her signature, represents that he/she is submitting a binding bid and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Authorized Person, by signing and submitting, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein. Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The period for acceptance of this bid will be one hundred and twenty (120) calendar days after "Finish time/End Date Time".

Legal Name and d/b/a: _____

Address: _____

City, State, Zip: _____

Bidder/Supplied ID with City of Fort Worth / Federal ID Number (TIN): _____

Name of the Authorized Representative: _____

Title: _____

Signature of the Authorized Representative and Date: _____

Email Address: _____

Phone Number: _____

Will agreement be available for Cooperative Agreement use*? Yes _____ No _____

(* See Section 11.0, "Cooperative Purchasing" of Part-I-, "Instruction to Bidder,"



CITY OF FORT WORTH BID OFFER

Attachment 1

Event ID CFW01-21-0137	Page 3
Event Round 1	Version 1
Event Name ITB Sign Sheeting	
Start Time 06/08/2021 08:00:00 CDT	Finish Time 06/24/2021 13:30:00 CDT

Invited: PUBLIC EVENT DETAILS

Submit To: City of Fort Worth
FINANCIAL MANAGEMENT SERVICES
FINANCE - Purchasing
200 Texas St. (Lower Level, South)
Fort Worth TX 76102
United States

Email: FMSPurchasingResponses@fortworthtexas.gov

Line Details

Line: 1 Description: NON PERFORATED DURABLE ACRYLIC OVERLAY FILM COATED WITH TRANSPARENT, PRESSURE SENSITIVE ADHESIVE- BLACK- 3M BRAND SERIES 1178C OR EQUAL Brand Name: _____	Qty 3500.00	Unit SF	UnitPrice 	Total
Line: 2 Description: NON PERFORATED DURABLE ACRYLIC OVERLAY FILM COATED WITH A TRANSPARENT, PRESSURE SENSITIVE ADHESIVE - BROWN-3M BRAND SERIES 1179C OR EQUAL Brand Name: _____	Qty 3500.00	Unit SF	UnitPrice 	Total
Line: 3 Description: Item Id : 000000000000018665 : ROLL GREEN EC (1177C) Brand Name: _____	Qty 10500.00	Unit EA	UnitPrice 	Total
Line: 4 Description: Item Id : 000000000000018671 : ROLL RED EC FILM (1172C) Brand Name: _____	Qty 3500.00	Unit EA	UnitPrice 	Total
Line: 5 Description: Item Id : 000000000000018676 : ROLL BLUE EC FILM (1175C) Brand Name: _____	Qty 3500.00	Unit EA	UnitPrice 	Total
Line: 6 Description: NON PERFORATED DURABLE ACRYLIC OVERLAY FILM COATED WITH A TRANSPARENT, PRESSURE SENSITIVE ADHESIVE CLEAR-3M BRAND SERIES 1170C OR EQUAL Brand Name: _____	Qty 3500.00	Unit SF	UnitPrice 	Total
Line: 7 Description: Item Id : 000000000000018691 : ROLL WHITE DG CUBE DG CUBE 4090 Brand Name: _____	Qty 1200.00	Unit EA	UnitPrice 	Total
Line: 8 Description: Item Id : 000000000000018688 : S/SHEET YEL. D.G. (1536-2) Brand Name: _____	Qty 2400.00	Unit EA	UnitPrice 	Total



CITY OF FORT WORTH BID OFFER

Attachment 1

Event ID CFW01-21-0137	Page 4
Event Round 1	Version 1
Event Name ITB Sign Sheeting	
Start Time 06/08/2021 08:00:00 CDT	Finish Time 06/24/2021 13:30:00 CDT

Invited: PUBLIC EVENT DETAILS

Submit To: City of Fort Worth
FINANCIAL MANAGEMENT SERVICES
FINANCE - Purchasing
200 Texas St. (Lower Level, South)
Fort Worth TX 76102
United States

Email: FMSPurchasingResponses@fortworthtexas.gov

Line: 9				
Description:	Qty	Unit	UnitPrice	Total
Item Id : 000000000000018666 : ROLL YEL-GRN DIA GRADE (3983) Brand Name: _____	1200.00	EA		

Line: 10				
Description:	Qty	Unit	UnitPrice	Total
Item Id : 000000000000018667 : ROLL ORANGE FL (3924) (08-26-13) Brand Name: _____	1200.00	EA		

Line: 11				
Description:	Qty	Unit	UnitPrice	Total
Item Id : 000000000000018684 : S/SHEET WHT. HIP 24X30 (3930) Brand Name: _____	3000.00	EA		

Line: 12				
Description:	Qty	Unit	UnitPrice	Total
NON PERFORATED, NON REFLECTIVE VINYL FILM WITH SYNTHETIC BACKING & ADHESIVE-3M BRAND SERIES 7725 NP OR EQUAL -Clear Brand Name: _____	4800.00	SF		

Line: 13				
Description:	Qty	Unit	UnitPrice	Total
NON PERFORATED ACRYLIC OVERLAY FILM WITH SYNTHETIC BACKING & PRESSURE SENSITIVE ADHESIVE-3M BRAND SERIES 1160NP OR EQUAL OR EQUAL Brand Name: _____	1200.00	SF		

Line: 14				
Description:	Qty	Unit	UnitPrice	Total
Item Id : 000000000000018894 : TRANSFER TAPE 48" Brand Name: _____	4800.00	EA		

Total Bid Amount:

Miscellaneous sign sheeting materials at
manufacturer list pricing less _____ %
discount the amount listed

PART - I

INSTRUCTION TO BIDDERS

1.0 **SOLICITATION**

- 1.1 **Review of Documents:** Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 1.2 **Location of Documents:** Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

2.0 **EXPLANATIONS OR CLARIFICATIONS**

- 2.1 Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 2.2 Requests for explanations or clarifications may be faxed to the City's Purchasing Division at (817) 392-8440. The fax must clearly identify the Buyer's name and the Solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.
- 2.3 **Unauthorized Communications:** Bidders' contact regarding this Invitation to Bid (ITB) with employees or officials of the City other than the Purchasing Manager, the Minority and Women Business Enterprise (M/WBE) Office, or as otherwise indicated in the ITB is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this solicitation, except as herein provided. Any violation of this prohibition may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this ITB.

3.0 **PRE-BID CONFERENCE**

None

4.0 **PREPARATION OF BIDS**

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

PART - I

- 4.1 **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Contract.
- 4.2 **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.
- 4.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.
- 4.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.
- 4.5 **Prices:**
 - 4.5.1 Bids shall be firm priced offers unless otherwise specified.
 - 4.5.2 Pricing shall be entered on the Bid Sheet in ink.
 - 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
 - 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
 - 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).
- 4.6 **Signature:** The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.
- 4.7 **Bid Security:** If a bid security is required for this purchase, the requirement will be reflected in the "Specification" section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.
 - 4.7.1 To be an acceptable surety on the bond:
 - 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
 - 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.
- 4.8 **Alternate Bids:** Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.

PART - I**4.9 Proprietary Information:**

- 4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.
- 4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
- 4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4.10 Bid Preparation Costs: All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.**4.11 Payments:** All payment terms shall be "Net 30 Days" unless otherwise specified in the bid document.

- 4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City's website at <https://www.fortworthtexas.gov/departments/finance/purchasing/ach>

5.0 SUBMISSION OF BIDS**5.1 Bid document:** Unless otherwise specified, Bidders are required to submit a signed executed original and one scanned copy in flash drive. Bids must be submitted in a sealed envelope with the bid number written on the outside of the envelope.**5.2 Documents required with Bid:** The following documents must be submitted with each Bid prior to the Due Date:

- 5.2.1 The completed and signed first page of this document;
- 5.2.2 The Price Offer in Bid Solicitation Sheet(s); and
- 5.2.3 Any other document included in the Solicitation requiring completion or execution by the Bidder.

5.3 Addenda: Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. Addenda containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.**5.4 Late Bids:** Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist's desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid to the Purchasing Division. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder. Bids delivered to a City location other than the Purchasing Division will not be considered. The Bid must be received by the Purchasing Division and stamped before deadline to be considered.

PART - I**6.0 MODIFICATION OR WITHDRAWAL OF BIDS**

6.1 **Modification of Bids:** Bids may be modified in writing at any time prior to the Due Date.

6.2 **Withdrawal of Bids:** Bids may be withdrawn in writing, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

7.0 OPENING OF BIDS

The Purchasing Division representative responsible for opening Bids shall personally and publicly open all Bids timely received, reading each bid aloud.

8.0 EVALUATION FACTORS AND AWARD

8.1 **Evaluation:** Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.

8.2 **Award.** The Method of Award is detailed in Section 19 in Part III Scope of Services/Specifications (Note: A bidder will be disqualified if they do not earn at least 50% of the technical points available).

8.3 **Acceptance of Bid:** Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.

8.4 **Reservations:** The City expressly reserves the right to:

8.4.1 Specify approximate quantities in the Solicitation;

8.4.2 Extend the Solicitation opening date and time;

8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;

8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;

8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);

8.4.6 Add additional terms or modify existing terms in the Solicitation;

8.4.7 Reject a bid because of unbalanced unit prices bid;

8.4.8 Reject or cancel any or all Bids;

PART - I

8.4.9 Reissue a Solicitation;

8.4.10 Procure any item by other means; and/or

8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

9.0 **POST-BID DOCUMENTS REQUIRED FROM BIDDERS**

9.1 **Certificates of Insurance:** When insurance is required, the successful Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

9.2 **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the successful Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

9.3 **Minority Business Enterprise (MBE) Documents:** If an MBE goal has been established for the bid, the applicable documents must be submitted by all bidders wishing to continue in the bid evaluation process within two (2) City business days after the bid opening date, exclusive of the bid opening date, to the City location specified in the bid. Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

9.4 **Certificate of Interested Parties Form 1295:** If the Purchase Agreement must be approved by the City Council before execution, the successful bidder is required to complete the Certificate of Interested Parties Form 1295 and submit the form to the Purchasing contact listed in the solicitation before the purchase/contract will be presented to the City Council. The form may be completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

10.0 **PROTEST PROCEDURE**

10.1 Vendors who respond to Invitations to Bid have the right to protest the solicitation process or the bid award if they believe that there has been any impropriety or unfair criteria in the process.

10.2 The vendor must submit any protest in writing to the Purchasing Manager within 14 days after the vendor knows, or should have known, of the facts relating to the proposed action or award.

10.3 The Purchasing Manager, or designee, is authorized to resolve a protest concerning a purchasing action through telephone discussions, mail, email or in person meetings with the protesting vendor.

10.4 After discussions or meetings, the Purchasing Manager or designee will issue a decision in writing, state the reasons for the action taken and inform the protesting vendor of the right to review by a panel made up of City staff.

10.5 A City protest review panel will consist of an Assistant City Attorney, a representative of the operating department, the Purchasing Manager and any other appropriate personnel or employees of the operating department.

PART - I

10.6 If the panel is unable to resolve the protest, or if the panel makes a decision with which the vendor does not agree, the protesting vendor will be invited to attend the City Council meeting at which the recommended award is to be presented to the City Council and make known his/her concerns. The protesting vendor will be instructed to arrive prior to the start of the City Council meeting and complete a card requesting to speak concerning the particular Mayor and Council Communication document (M&C) in question.

10.6.1 Vendors wishing to speak before the City Council should review the rules for registering to appear before City Council located at:
<http://fortworthtexas.gov/citysecretary/info/default.aspx?id=2914> on the City's website.

11.0 **COOPERATIVE PURCHASING**

11.1 Should other governmental entities decide to participate in this contract, bidder, shall indicate in their proposals whether they agree that all terms, conditions, specification, and pricing would apply.

11.2 If the successful bidder agrees to extend the resulting contract to other governmental entities, the following shall apply: Governmental entities within utilizing Contracts with the City of Fort Worth shall be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Fort Worth shall be billed directly to that governmental entity and paid by that governmental entity. The City of Fort Worth shall not be responsible for another governmental entity's debts. Each governmental entity shall order its own material/services as needed.

PART - II

SCOPE OF SERVICES/SPECIFICATIONS

1.0 **SCOPE**

- 1.1 The City of Fort Worth (City) seeks bids to finalize an Agreement for Sign Sheeting as described herein on an "as needed basis for the Transportation and Public Works Department. The successful bidder(s), known hereafter as "Contractor"/"Vendor."
- 1.2 The term of the Agreement shall be for a one-year, with options to renew for additional four one-year periods at the City's option. However, if funds are not appropriated, the City may cancel the Agreement 30 calendar days after providing written notification to the successful bidder, known hereafter as "Vendor" or "Contractor" or "Supplier" or "Seller".
- 1.3 Following the award, additional services of the same general category that could have been encompassed in the award of this Agreement, and that are not already on the Agreement, may be added based on the discount bid and price sheet provided with the bid.
- 1.4 Unit prices shall include all costs associated with the specified work, including but not limited to handling, delivery, fuel charges, fees and certifications fees. No additional charges will be accepted or paid by the City.
- 1.5 All items supplied resulting from this bid shall be of recent production, unused, and suitable for their intended purpose.
- 1.6 The submission of a bid by the bidder shall be considered evidence of compliance with these requirements.

2.0 **DETAILED SCOPE OF SERVICES/SPECIFICATIONS**

The Vendor hereby agrees to provide the City with requirements attached hereto and incorporated for all purposes incident to this Agreement in Attachment "H", Detailed Scope of Services/Specifications, more specifically describing the services to be provided hereunder.

3.0 **CHANGE IN COMPANY NAME OR OWNERSHIP**

- 3.1 The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

PART - II**4.0 LAWS, REGULATIONS, AND ORDINANCES**

- 4.1 The Vendor shall be responsible for meeting all Federal: laws, ordinances and regulations; State: laws, ordinance and regulations; County: laws, ordinances and regulations; and City: laws, ordinances, and regulations for safety of people, environment, and property. This includes, but is not limited to, all Federal, State, County, and City Agencies, Administrations and Commissions such as the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and the Texas Commission on Environmental Quality (TCEQ). In the event any law, regulation or ordinance becomes effective after the start of this Agreement, the Vendor is required to comply with new policy. Any mandates requiring the City to comply with new guidelines will also require the Vendor to comply.

5.0 INVOICING REQUIREMENTS

- 5.1 The City is implementing an automated invoice processing system. Please see Attachment F for each department's "Go live date" and requirements.
- 5.2 Till implementing automated invoice:
- 5.2.1 All invoices should be submitted directly to the requesting department. It is the responsibility of the Vendor to get the name of the responsible person, telephone numbers and address of the department's division at the time the service is requested.
- 5.2.2 A properly prepared invoice shall be typewritten or computer printed and shall include the Vendor's name, number and federal tax identification number, invoice number, address, date, service or item description, unit price, extended cost, and City issued purchase order number. Incomplete or inaccurate invoices may result in delayed payments, as they shall be returned to the Vendor for correction and re-submittal.

6.0 UNIT PRICE ADJUSTMENT

- 6.1 The unit prices may be adjusted for increases or decreases in Vendor's cost during the renewal period but before the effective date of the renewal upon written request from the Vendor.
- 6.2 The Vendor must submit its price adjustment request, in writing, at least 60 days before the renewal effective period. The Vendor shall provide written proof of cost increases with price adjustment request.
- 6.3 If the City concludes that the rate increase being requested is exorbitant, the City reserves the right to adjust the rate request, or reject the rate request in its entirety and allow the contract to expire at the end of the contract term. If the City elects not to exercise the renewal option, the Purchasing Division will issue a new solicitation.
- 6.4 Prices bid shall remain firm for each one-year term of the Agreement and shall include all associated freight and delivery costs.
- 6.5 Prices offered shall be used for bid analysis and for Agreement pricing. In cases of errors in extensions or totals, the unit prices offered will govern.

PART - II

- 6.6 Upon expiration of the Agreement term the successful bidder, agrees to hold over under the terms and conditions of this Agreement for a reasonable period of time to allow the city to re-bid an agreement, not to exceed ninety (90) days. Vendor will be reimbursed for this service at the prior agreement rate(s). Vendor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extends beyond and survives the expiration or termination of this Agreement.
- 6.7 Goods and/or services shall not be suspended by the Vendor without a 30 day prior written notice to the City.

7.0 QUANTITIES

- 7.1 The quantities listed on the bid solicitation are only estimates based on previous usage and do not indicate intent to purchase or a guarantee of future business. The City of Fort Worth is obligated to pay for only those materials and services actually ordered by an authorized City employee and then received as required and accepted by the City.

8.0 INSURANCE REQUIREMENTS

- 8.1 The Vendor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of work under this Agreement. The Vendor shall file with the City of Fort Worth Purchasing Division, prior to the commencement of services, a certificate of insurance documenting the following required insurance.

- 8.1.1 Failure to provide such information within five (5) calendar days may be grounds for Agreement termination.

- 8.2 Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. In the event a contract has been bid or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires the Vendor to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.

- 8.2.1 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits:

\$100,000 Each Accident

\$500,000 Disease – Policy limit

\$100,000 Disease – Each Employee

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.

- 8.2.2 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:

\$1,000,000 Each Occurrence

PART - II

\$2,000,000 Annual Aggregate

Coverage shall include but not be limited to the following: premises/operations, independent vendors, products/completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy.

8.2.3 Auto Liability Insurance shall be provided as follows:

\$1,000,000 Combined Single Limit Each Accident

A commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

8.2.4 The Vendor shall furnish the Purchasing Manager, with a certificate of insurance documenting the required insurance prior to the commencement of services.

8.2.5 Policies shall be endorsed to provide the City of Fort Worth a thirty- (30) day notice of cancellation, material change in coverage, or non-renewal of coverage.

8.2.6 Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA).

9.0 **ADDITIONAL INSURANCE REQUIREMENTS**

9.1 The City, its officers, employees and servants shall be endorsed as an additional insured on Vendor's insurance policies excepting employer's liability insurance coverage under Vendor's workers' compensation insurance policy.

9.2 Certificates of insurance satisfactory to the City and Worker's Compensation Affidavit must be received before Vendor can begin work. Failure to supply and maintain such insurance shall be a breach of contract. Vendor shall provide complete copies of all insurance policies required by this Agreement. Certificates of insurance must be supplied to:

Financial Management Services Department

Attention: Purchasing Division Bid # **21-0137**

200 Texas Street, Fort Worth, Texas 76102

9.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein. Each insurance policy shall be endorsed to provide the City a minimum 30 day notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten (10) day notice shall be acceptable in the event of non-payment of premium.

9.4 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.

9.5 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.

PART - II

- 9.6 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- 9.7 Workers' compensation insurance policy(s) covering employees of the Vendor shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- 9.8 City shall not be responsible for the direct payment of insurance premium costs for Vendor's insurance.
- 9.9 Vendor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- 9.10 While the purchase order is in effect, Vendor shall report, in a timely manner, to the Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.
- 9.11 Vendor's liability shall not be limited to the specified amounts of insurance required herein.

10.0 PERFORMANCE

- 10.1 Failure of the City to insist in any one or more instances upon performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the Vendor's obligation with respect to such performance shall continue in full force and effect.

11.0 COMPLAINTS

- 11.1 Complaints processed through the City Purchasing Division are to be corrected within fourteen (14) days of formal notice of complaint. Written response to the Purchasing Division is required. Failure to properly resolve complaints within the fourteen (14) calendar day time period may result in the cancellation of the applicable line item(s) in the price agreement.

12.0 SUBCONTRACTING

- 12.1 No subcontracting of the work under this Agreement will be allowed without written permission from the City.

13.0 DELIVERY

- 13.1 Delivery shall be F.O.B. Destination and all other delivery charges shall be included in the unit price. The person placing the order will provide delivery and billing information. No additional charges for expenses, freight, mileage, time, or similar items will be accepted or paid by the City.
- 13.2 There may be instances when the Vendor may be asked to accelerate delivery of an order(s) due to extenuating circumstances. When this occurs, the Vendor will be expected to provide this service at no additional cost.

PART - II

- 13.3 In the event the Vendor is unable to meet the original delivery date(s), the City must be contacted immediately, but prior to the due date, and seek an extension of delivery time. Failure to comply with the delivery terms may be legal grounds for canceling an order(s), or the entire Agreement in accordance with the Termination Clause shown elsewhere in the solicitation.
- 13.4 Delivery tickets must include the City's Purchase Order Number.
- 13.5 Delivered items that are determined to be defective or not meeting bid specifications shall be picked up and replaced by the Vendor, or the Vendor's designee, at no cost to the City. If the item (s) are not picked up within one (1) week after notification, the item shall become a donation to the City for disposition.
- 13.6 Material Safety Data Sheets
 - 13.6.1 A Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to Revised Statutes Annotated (RSA) Chapter 277-A (277-A), shall accompany each delivery. Delivery of toxic or hazardous substance or mixtures containing such substance without MSDS sheets shall not be accepted. Delivered containers shall be properly labeled pursuant to RSA 277-A.
 - 13.6.2 Failure to submit the required MSDS sheets and/or label each container in accordance with RSA 277-A, shall place the Vendor in non-compliance and shall result in civil or criminal penalties. The Vendor furnishing substances or mixtures subject to RSA 277-A, is responsible for adhering to and being in compliance with this law. Failure to comply with RSA 277-A, shall result in the cancellation of an order.

14.0 WARRANTY

- 14.1 The Vendor shall provide a warranty to include at a minimum, but not limited to the following:
 - 14.1.1 In addition to any other warranties in this contract, the Vendor warrants that all work and products supplied under this agreement conforms to the agreement requirements and is free from any defect in workmanship, equipment, material, or design furnished by the Vendor or any supplier at any tier.
 - 14.1.2 Vendor agrees to repair or replace promptly, on a one-for-one basis without additional cost to the City of Fort Worth, any and all defective work and products. The City defines "prompt" repair or replacement to be within twenty- four (24) hours after notification by authorized City personnel.
 - 14.1.3 This warranty shall continue for a period of 90 days from date of acceptance of products and work by the City.
 - 14.1.4 The Vendor shall remedy at the Vendor's expense any non-conforming or defective products or work. In addition, the Vendor shall remedy at Vendor's expense any damage to real or personal property owned by the City of Fort Worth, when that damage is the result of a defect of products furnished.
 - 14.1.5 The Vendor's warranty with respect to products repaired or replaced will run for 90 days from date of installation and acceptance of such by the City.

PART - II

14.1.6 The City of Fort Worth shall notify the Vendor, within a reasonable time after the discovery of any failure, defect, or damage.

14.1.7 If the Vendor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the City of Fort Worth shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Vendor's expense.

14.1.8 This warranty shall not include failures attributable to accident, fire, or negligence on the part of City personnel.

14.2 With respect to all warranties, expressed or implied, from manufacturers, or suppliers for work performed and materials furnished under this contract, the Vendor shall:

14.2.1 Obtain all warranties that would be obtained in normal commercial practice;

14.2.2 Enforce all warranties for the benefit of the City of Fort Worth.

15.0 **HAZARDOUS CONDITIONS**

15.1 The Vendor is required to notify the City immediately of any hazardous conditions and/or damage to City property.

16.0 **CONTRACT ADMINISTRATION**

16.1 Contract administration will be performed by the City Department. In the event the Vendor fails to perform according to the terms of the agreement, The Department head or his/her designee will notify the Vendor, in writing, of its failures. A meeting may be arranged to discuss the Vendor's deficiencies. A written cure notice may be prepared giving the Vendor 14 calendar days to cure any deficiency.

16.2 In the event the Vendor continues with unsatisfactory performance, the department will promptly notify the Purchasing Manager who will take appropriate action to cure the performance problem(s), which could include cancellation, termination for convenience or default. If the agreement is terminated for default, the Vendor may be held liable for excess cost and/or liquidated damages.

16.3 The Vendor will be paid only those sums due and owing under the agreement for services satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.

16.4 The City reserves the right to terminate this agreement, or any part hereof, for its sole convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subVendors to cease work. Subject to the terms of this agreement, the Vendor shall be paid a percentage of the agreement price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Vendor can demonstrate to the satisfaction of the City using its standard record keeping system, have resulted from the termination. However, in no event shall the total of all amounts paid to the Vendor exceed the agreement price. The Vendor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

PART - II**17.0 BIDDERS QUALIFICATIONS**

- 17.1 The following information must be submitted as part of the bid package and shall be supplied in the following order:
- 17.1.1 Bidder's background, services provided and number of years in business.
 - 17.1.2 Bidders shall provide evidence that they are duly qualified and capable to fulfill and abide by the requirements listed herein with the bid. The bidder shall demonstrate its ability to secure and perform the services within the delivery requirements specified herein.
 - 17.1.3 In order to receive bid award consideration, the bidder shall maintain sufficient resources to fulfill normal City of Fort Worth requirements.
 - 17.1.4 Bidders shall provide a reference list of a minimum of three (3) current customers (comparable in size) who the bidder has recently supplied subject item(s) on a continuing basis over a recent twelve (12) month period.

18.0 METHOD OF AWARD

- 18.1 Bids will be evaluated based on the lowest responsive and responsible bidder complying with all of the provisions of the solicitation, provided the bid price is reasonable, and it is in the best interest of the City to accept it.
- 18.1.1 A responsive bidder is defined to be one who submits a completed bid packet within the stated time deadline and in accordance with the bid specification.
 - 18.1.2 A responsible bidder is defined to be one who demonstrates via responses his/her ability to successfully deliver the supplies, equipment, or services being procured.
- 18.2 Tentative Schedule of Events:
- | | |
|---------------------------------|---------------------------------------|
| ITB Release Date | June 8, 2021 |
| Deadline for Questions | June 14, 2021 at 5:00 PM (Local Time) |
| Answers Posted | June 18, 2021 at 5:00 PM (Local Time) |
| ITB due Date | June 24, 2021 by 1:30 PM (Local Time) |
| Recommended Vendor Selection | January 25, 2021 |
| Mayor and Council Consideration | August 3, 2021 |
- 18.3 The City reserves the right to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items, or overall bid, as it is deemed in the best interest of the City.
- 18.4 The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time agreements of a similar nature.

PART - II**19.0 BIDS**

- 19.1 Bidders shall submit the following items with their bid:
- 19.1.1 A completed and signed original City of Fort Worth Bid Offer;
 - 19.1.2 A completed and signed original price proposal;
 - 19.1.3 A completed and signed original Conflict of Interest Questionnaire, Attachment A;
 - 19.1.4 A completed Bidder's Contact Information Form, Attachment B;
 - 19.1.5 A completed Consideration of Location of Bidder's Principal Place of Business, Attachment C, if applicable;
 - 19.1.6 A completed Reference Sheet, Attachment D;
 - 19.1.7 A completed Questionnaire, Exhibit A;
 - 19.1.8 A completed Document Check Sheet, Exhibit B;
 - 19.1.9 All items listed in Section 17.0, Bidder Qualifications;
 - 19.1.10 Scanned copy of all documents listed in paragraph 19.1 in flash drive.
- 19.2 Failure to submit the items listed in paragraph 19.1 may be grounds for rejection of a bid as non-responsive to the specifications.

20.0 QUESTIONS

- 20.1 Questions, explanations or clarifications desired by a Vendor regarding any part of the bid must be requested in writing from the Purchasing Division on June 14, 2021 by 5:00 PM (Local Time). Interpretations, corrections or changes to the bid made in any other manner are not binding upon the City, and Vendors shall not rely on such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Agreement are not binding.
- 20.2 **IN ORDER FOR THE QUESTION TO BE ANSWERED, ALL QUESTIONS MUST BE HAND DELIVERED OR SENT BY E-MAIL TO THE ADDRESS BELOW OR FAXED TO THE TELEPHONE NUMBER BELOW AND MUST BE IDENTIFIED AS LISTED BELOW:**
- 20.2.1 Hand Delivery must be submitted to the Purchasing department.
 - 20.2.2 Email questions to: FMSPPurchasingResponses@fortworthtexas.gov

Please include the bid number, name of the bid and Ashley Kadva in the subject line.

Please note, if an e-mail confirming receipt of your e-mail is not received within 1 business day, please contact City of Fort Worth Purchasing at 817-392-2462.
 - 20.2.3 Facsimile: (817) 392-8440, Attention: **Ashley Kadva and Bid NO 21-0137,**

PART - III
CITY OF FORT WORTH, TEXAS
STANDARD PURCHASING TERMS AND CONDITIONS

1.0 DEFINITION OF BUYER

The City of Fort Worth, its officers, agents, servants, authorized employees, vendors and subvendors who act on behalf of various City departments, bodies or agencies.

2.0 DEFINITION OF SELLER

The consultant, Contractor(s), supplier, Contractor(s) or other provider of goods and/or services, its officers, agents, servants, employees, vendors and subvendors who act on behalf of the entity under a contract with the City of Fort Worth.

3.0 PUBLIC INFORMATION

Any information submitted to the City of Fort Worth (the "City") may be requested by a member of the public under the Texas Public Information Act. See TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's proprietary information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released without penalty to the City.

4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall there by forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)

5.0 ORDERS

5.0 No employees of the Buyer or its officers, agents, servants, vendors or subvendors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and/or services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and emergencies pursuant to Texas Local Government Code Section 252.022(a)(1), (2), or (3). In the case of emergencies, the Buyer's Purchasing Division will place such orders.

5.1 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

6.0 SELLER TO PACKAGE GOODS

Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

PART – III**7.0 SHIPMENT UNDER RESERVATION PROHIBITED**

Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

8.0 TITLE AND RISK OF LOSS

The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES

Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's proposals. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposals or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

10.0 PLACE OF DELIVERY

The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.

11.0 RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

12.0 INVOICES

12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

12.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate upon Seller's request.

13.0 PRICE WARRANTY

13.1 The price to be paid by Buyer shall be that contained in Seller's proposals which Seller warrants to be no higher than Seller's current prices on orders by others for products and services of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the prices contained in Seller's proposals, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without any liability to Seller for breach or for Seller's actual expense. Such remedies are in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

PART - III

- 13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting employees of an established commercial or selling agency that is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

14.0 **PRODUCT WARRANTY**

Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract voidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the proposal invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

15.0 **SAFETY WARRANTY**

Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section 29.0 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

16.0 **SOFTWARE LICENSE TO SELLER**

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, non-exclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Seller, and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however Buyer may make copies of the software expressly for backup purposes.

17.0 **WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY**

- 17.1 The SELLER warrants that all Deliverables, or any part thereof, furnished hereunder, including but not limited to: programs, documentation, software, analyses, applications, methods, ways, and processes (in this Section each individually referred to as a "Deliverable" and collectively as the "Deliverables,") do not infringe upon or violate any patent, copyrights, trademarks, service marks, trade secrets, or any intellectual property rights or other third party proprietary rights, in the performance of services under this Agreement.
- 17.2 SELLER shall be liable and responsible for any and all claims made against the City for infringement of any patent, copyright, trademark, service mark, trade secret, or other intellectual property rights by the use of or supplying of any Deliverable(s) in the course of performance or completion of, or in any way connected with providing the services, or the City's continued use of the Deliverable(s) hereunder.

17.3 **SELLER agrees to indemnify, defend, settle, or pay, at its own cost and expense, including the payment of attorney's fees, any claim or action against the City for infringement of any patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from City's use of the Deliverable(s), or any part thereof, in accordance with this Agreement, it being understood that this agreement to indemnify, defend, settle or pay shall not apply if the City modifies or misuses the Deliverable(s). So long as SELLER bears the cost and expense of payment for claims or actions against the City pursuant to this section 8, SELLER shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's interest, and City agrees to cooperate with SELLER in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the City for infringement arising under this Agreement, the City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, SELLER shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give SELLER timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate SELLER's duty to indemnify the City under this Agreement. If the Deliverable(s), or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, SELLER shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the Deliverable(s); or (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the Deliverable(s); or (c) replace the Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to SELLER, terminate this Agreement, and refund all amounts paid to SELLER by the City, subsequent to which termination City may seek any and all remedies available to City under law.**

18.0 **OWNERSHIP OF WORK PRODUCT**

Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Seller acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its vendors hereby waives any property interest in such Work Product.

PART - III**19.0 NETWORK ACCESS**

The City owns and operates a computing environment and network (collectively the "Network"). If Seller requires access, whether onsite or remote, to the City's network to provide services hereunder, and the Seller is required to utilize the Internet, Intranet, email, City database, or other network application, Seller shall separately execute the City's Network Access Agreement prior to providing such services. A copy of the City's standard Network Access Agreement can be provided upon request.

20.0 CANCELLATION

Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

21.0 TERMINATION

The performance of work or purchase of goods under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work or the goods to be purchased under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of any other termination rights of Buyer as set forth herein.

22.0 ASSIGNMENT / DELEGATION

No interest, obligation or right of Seller, including the right to receive payment, under this contract shall be assigned or delegated to another entity without the express written consent of Buyer. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Prior to Buyer giving its consent, Seller agrees that Seller shall provide, at no additional cost to Buyer, all documents, as determined by Buyer, that are reasonable and necessary to verify Seller's legal status and transfer of rights, interests, or obligations to another entity. The documents that may be requested include, but are not limited to, Articles of Incorporation and related amendments, Certificate of Merger, IRS Form W-9 to verify tax identification number, etc. Buyer reserves the right to withhold all payments to any entity other than Seller, if Seller is not in compliance with this provision. If Seller fails to provide necessary information in accordance with this section, Buyer shall not be liable for any penalties, fees or interest resulting therefrom.

23.0 WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

24.0 MODIFICATIONS

This contract can be modified or rescinded only by a written agreement signed by both parties.

25.0 THE AGREEMENT

In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable proposal documents published by the Buyer and Seller's Response to such proposal (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this

Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published proposal documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

26.0 **APPLICABLE LAW / VENUE**

This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.

27.0 **INDEPENDENT CONTRACTOR(S)**

Seller shall operate hereunder as an independent Contractor(s) and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, vendors and sub-vendors. The doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, vendors and subvendors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, vendors and subvendors.

28.0 **LIABILITY AND INDEMNIFICATION.**

28.1 **LIABILITY** - SELLER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF SELLER, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

28.2 **INDEMNIFICATION** - SELLER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY (ALSO REFERRED TO AS BUYER), ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SELLER'S BUSINESS, AND ANY RESULTING LOST PROFITS) PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, AND DAMAGES FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SELLER, ITS OFFICERS, AGENTS, SUBCONTRACTOR(S), SERVANTS OR EMPLOYEES.

29.0 **SEVERABILITY**

In case any 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 of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

PART - III**30.0 FISCAL FUNDING LIMITATION**

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which funds have been appropriated without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

31.0 NOTICES TO PARTIES

Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Fort Worth, Purchasing Division, 200 Texas Street, Fort Worth, Texas 76102. Notices to Seller shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to proposals. Or if sent via express courier or hand delivery, notice is considered received upon delivery.

32.0 NON-DISCRIMINATION

This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, vendors or subvendors, have fully complied with all provisions of same and that no employee, participant, applicant, Contractor(s) or subContractor(s) has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, Contractor(s) or subvendors herein.

33.0 IMMIGRATION NATIONALITY ACT

City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Vendor shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Vendor shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor shall establish appropriate procedures and controls so that no services will be performed by any employee who is not legally eligible to perform such services. Vendor shall provide City with a certification letter that it has complied with the verification requirements required by this Agreement. Vendor shall indemnify City from any penalties or liabilities due to violations of this provision. City shall have the right to immediately terminate this Agreement for violations of this provision by Vendor.

34.0 HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS

Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

PART - III**35.0 RIGHT TO AUDIT**

Seller agrees that the Buyer, or Buyer's authorized representative, shall, until the expiration of three (3) years after final payment under this contract, and at no additional cost to Buyer, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract, including any and all records maintained pursuant to Section 31 of this Agreement. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying in accordance with the standards set forth in the Texas Administrative Code. The Buyer shall give Seller reasonable advance written notice of intended audits, but no less than ten (10) business days.

36.0 DISABILITY

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subvendors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subvendors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subvendors against Buyer arising out of Seller's and/or its subvendor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

37.0 DISPUTE RESOLUTION

If either Buyer or Seller has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

38.0 PROHIBITION ON CONTRACTING WITH COMPANIES THAT BOYCOTT ISRAEL

Seller acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services 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 terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. **By signing this contract, Seller certifies that Seller's signature provides written verification to the City that Seller: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

PART IV
ATTACHMENT - A
CONFLICT OF INTEREST DISCLOSURE

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Forms CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaires Form CIQ is enclosed with submittal documents. The form is also available at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with the City, state Vendor name in the # 1, use N/A in each of the areas on the form. However, a signature is required in the #7 box in all cases.

PART IV

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
Signature of vendor doing business with the governmental entity		Date

PART IV

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

PART IV**ATTACHMENT – B
BIDDER'S CONTACT INFORMATION**

Bidder's Name: _____

Vendor's Local Address: _____

Phone: _____ Fax: _____

Email: _____

Name of persons to contact when placing an order or billing questions:

Name/Title _____

Phone: _____ Fax: _____

Email: _____

Name/Title _____

Phone: _____ Fax: _____

Email: _____

Name/Title _____

Phone: _____ Fax: _____

Email: _____

Signature_____
Printed Name_____
Date

PART IV

ATTACHMENT - C
CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

Section 2-14 of the Fort Worth Code of Ordinances authorizes the City Council, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the corporate limits of the City of Fort Worth and whose bid is within 3 or 5 percent of the lowest bid, depending on the value of the request and goods or services requested, if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination of price and other economic benefits to the municipality.

Requests to be considered a local business must be submitted on this form with bid packages to be considered by the City of Fort Worth. Questions should be addressed to the Purchasing staff listed in the bid or request package.

The Fort Worth City Council requires the following information for consideration of location of a bidder's principal place of business. Add additional sheets if needed to provide this information.

1. Locational Eligibility: Principal Place of Business in Fort Worth, Texas.

- a. Do you have a Fort Worth office? If yes, identify address:

- b. What percentage of estimated gross company sales (worldwide) are sales originating in Fort Worth? "Originating in Fort Worth" shall mean payable at the Fort Worth office. [must exceed 50%] _____

2. Economic Development opportunities resulting from contract.

- a. Number of Fort Worth resident-employees? _____

- b. Amount of City of Fort Worth ad valorem taxes (real and business personal property) paid by company (for prior tax year — Fort Worth office or former location, if Fort Worth office is newly-established)? _____

Certification of information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

(Company Name)

(Date)

(Signature)

(Printed Name and Title)

PART IV**ATTACHMENT - D
REFERENCE SHEET**

Please complete and return this form with your bid.

The Vendor shall furnish references for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this solicitation. The City will be the sole judge of references. Please use additional sheets.

1.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	() Fax Number ()
	Email	_____
2.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	() Fax Number ()
	Email	_____
3.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	() Fax Number ()
	Email	_____

PART IV

ATTACHMENT – E
HOW TO REGISTER WITH THE CITY OF FORT WORTH

There are two ways that any business can bid on an event with the City of Fort Worth

1. Access <http://fortworthtexas.gov/purchasing/> and view listed Bids & Requests without registering.
2. Register to become a Bidder (A bidder is someone that wishes to start doing business with the City of Fort Worth)

To register with the City of Fort Worth please follow the below steps using Internet Explorer:

Note: if you need assistance within the system while completing registration, there is a help icon  for each section.

Step 1 – Access <http://fortworthtexas.gov/purchasing/> , use the [Supplier Information box](#) and chose [Log In with the City of Fort Worth.](#)

PeopleSoft Supplier Portal

Log In

Step 2 – On the right side in the PeopleSoft Supplier Portal – Select Registration

Step 3 – Select “Register as a Bidder” – Register Now

The field with the asterisks are required.

Step 4 – Under **Select Activity Below** – select Business or Individual

Step 5 – Under **Unique ID(W-9/TIN Identification Number)& Company Profile:**

Enter the following:

- a) W-9/TIN Number - no dashes
- b) Legal Entity Name – Generally found on line 1 of your W-9. This name must matched your W-9/TIN number and be registered with the IRS. To list a DBA use the additional name field.

Step 6 – Under **Profile Questions**

*******These fields are not text fields*******

Complete the following questions by using the calendar and magnifying glass accordingly for each question. If you are not certain, please answer to the best of your knowledge.

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Step 7 – Under **Standard Industry Codes** *(These codes will be used by the City to notify you for purchasing opportunities so please choose as many categories that are associated with your company to ensure you will receive these)*

Select the following:

- a) SIC Code Type – Use dropdown and select UNSPSC
- b) Category Code – Select magnifying glass
- c) Lookup Category Code – Under SIC Code Type – Description change “**Begins With**” to “**Contains**” and input a key word that would be associated to your company’s business. This will give you a listing of the categories the City has to choose from.

**** TIP: The search is recommended to use the “contains field”, in order to search all category codes associated with your business. These are broad categories****

Step 8 – Under **Primary Address** – Complete the following:

- a) Country
- b) Address Lines
- c) City
- d) County
- e) Postal
- f) State
- g) Email ID (Email Address)

Step 9 – Under **Other Addresses** – Check any other addresses that correspond to your business needs, such as if you use a different remit to address from your primary address.

Step 10 – Under **Company Contacts** – Select the Add Contact, Primary Contact – Enter the following:

- a) First Name
- b) Last Name
- c) Title – Current Job Title
- d) Email ID – Email Address
- e) Telephone
- f) Fax

PART IV

- g) Contact Type (not a text field, please use the drop down to select)

Step 11 - Under ***User Profile Information*** – Enter the following

- a) Requested User ID – Create a Username
Please do not use special characters in the username such as &,#,\$.
- b) Enter Description – Current Job Title
- c) Language Code
- d) Time Zone
- e) Currency Code

Step 12 – Review email address - Under ***Terms and Conditions*** – Select the Terms and Agreement Hyperlink - Select the box to accept the Terms

Step 13 – Click Submit

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ATTACHMENT F

AUTOMATED INVOICE PROCESSING

Go live date: 10/28/2019		Go live date: 7/1/2020	
PHASE 1		PHASE 2	
Business Unit #	Department	Business Unit #	Department
FW013	FINANCIAL MANAGEMENT SERVICES	FW055	AVIATION
FW004	INFORMATION TECHNOLOGY	FW002	CITY MANAGERS OFFICE
		FW011	CITY SECRETARY
		FW007	COMMUNICATION & PUBLIC ENGAGEMENT
		FW008	DIVERSITY & INCLUSION
		FW003	PLANNING & DATA ANALYTICS
		FW021	PROPERTY MANAGEMENT

Go live date: 3/1/2021		Go live date: 5/1/2021		Go live date: 8/1/2021	
PHASE 3		PHASE 4		PHASE 5	
Business Unit #	Department	Business Unit #	Department	Business Unit #	Department
FW023	CODE COMPLIANCE	FW012	CITY ATTORNEY	FW020	TRANSPORTATION & PUBLIC WORKS
FW017	ECONOMIC DEVELOPMENT	FW010	CITY AUDITOR	FW060	WATER
FW036	FIRE	FW014	HUMAN RESOURCES		
FW084	LIBRARY	FW019	NEIGHBORHOOD SERVICES		
FW038	MUNICIPAL COURTS	FW080	PARK & RECREATION		
FW035	POLICE	FW006	DEVELOPMENT SERVICES		
		FW025	PUBLIC EVENTS		

Effective "Go live date" for each department stated above, send invoices electronically to our centralized Accounts Payable department invoice email address: supplierinvoices@fortworthtexas.gov. This email address is not monitored so please do not send correspondence to this email address. The sole purpose of the supplier invoices email address is to receipt and process supplier invoices.

Please include the following on the subject line of your e-mail: vendor name, invoice number, and PO number, separated by an underscore (ex: Example, Inc._123456_FW013-0000001234)

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To ensure the system can successfully process your invoice in an expedient manner, please adhere to the following requirements:

- All invoices must be either a PDF or TIFF format.
- Image quality must be at least 300 DPI (dots per inch).
- Invoices must be sent as an attachment (i.e. no invoice in the body of the email).
- One invoice per attachment (includes PDFs). Multiple attachments per email is acceptable but each invoice must be a separate attachment.
- Please do not send handwritten invoices or invoices that contain handwritten notes.
- Dot matrix invoice format is not accepted.
- The invoice must contain the following information:
 - Supplier Name and Address;
 - Remit to Supplier Name and Address, if different;
 - Applicable City Department business unit# (i.e. FW013)
 - Complete City of Fort Worth PO number (i.e. the PO number must contain all preceding zeros);
 - Invoice number;
 - Invoice date; and
- Invoices should be submitted after delivery of the goods or services.

******To prevent invoice processing delays, please do not send invoices by mail and email and please do not send the same invoice more than once by email to supplierinvoices@fortworthtexas.gov******
To check on the status of an invoice, please contact the City Department ordering the goods/services or the Central Accounts Payable Department by email at: ZZ_FIN_AccountsPayable@fortworthtexas.gov.

If you are unable to send your invoice as outlined above at this time, please send your invoice to our centralized Accounts Payable department instead of directly to the individual city department. This will allow the city staff to digitize the invoice for faster processing.

If electronic invoicing is not possible, you may send your paper invoice to:

City of Fort Worth
 Attn: FMS Central Accounts Payable
 200 Texas Street
 Fort Worth, Texas, 76102

The city's goal is to receive 100% of invoices electronically so that all supplier payments are processed efficiently. To achieve this goal, we need your support!

If you have any questions, please contact the Accounts Payable team at (817) 392-2451 or by email to ZZ_FIN_AccountsPayable@fortworthtexas.gov.

PART IV**ATTACHMENT – G
NO BID SHEET**

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

Ashley Kadva, Buyer
Purchasing Division
City of Fort Worth, 200 Texas Street
Fort Worth, Texas 76102
Fax No. 817-392-8440
E-mail address: **FMSPPurchasingResponses@fortworthtexas.gov**

Please check the items that apply:

- ☐ Do not sell the item(s) required.
- ☐ Cannot be competitive.
- ☐ Cannot meet the Specifications highlighted in the attached Bid.
- ☐ Cannot provide Insurance required.
- ☐ Cannot provide Bonding required.
- ☐ Cannot comply with Indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City.
- ☐ Other reason.

Company Name:

Authorized Officer or Agent Signature:

Telephone: (____) _____ FAX Number: (____) _____

PART IV

ATTACHMENT – H
DETAILED SCOPE OF SERVICES/SPECIFICATIONS

1.0 INTENT

- 1.1 The intent of these specifications is to describe the minimum requirements for Sign sheeting for the City of Fort Worth's Transportation and Public Works Department.

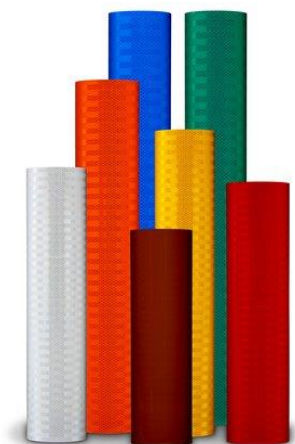
2.0 SPECIFICATIONS

- 2.1 The successful bidder, hereinafter "Vendor", shall provide sign sheeting material for the City of Fort Worth's Transportation and Public Works Department.
- 2.2 3M™ ElectroCut™ Film 1170C Clear



Attribute Name	Value
Adhesive Type	Pressure-sensitive, Pressure-sensitive, Solvent free
Application	Non-regulated & Commercial Signs, Traffic Signs
Application Instructions	See Product Bulletin
Availability	Non-Standard
Brand	ElectroCut™
Imaging Method	Electronic Cut
Liner	Yes
Overall Length (Imperial)	50 yard (yd)
Overall Length (Metric)	46 meter (m)
Overall Width (Imperial)	30 inch (in)
Overall Width (Metric)	0.76 m
Performance Level	High Intensity Prismatic
Product Color	Transparent
Saleable Unit	Rolls
Substrate	Weather-Resistant Surfaces

2.3 3M™ High Intensity Prismatic Reflective Sheeting 393

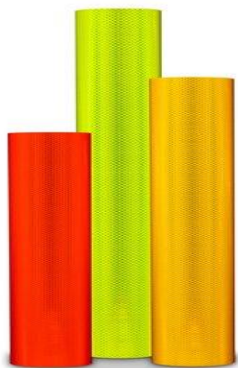


Attribute Name	Value
Adhesive Type	Pressure-sensitive, Solvent free
Application	Construction work zones, Non-critical traffic signs, Non-regulated & Commercial Signs, Regulated Rigid Traffic Signs, Traffic Signs
Application Instructions	See Product Bulletin
Availability	Non-Standard, Standard
Brand	3M™
Color Family	Blue, Brown, Orange, Red, White, Yellow
Construction	Microprismatic, Truncated Prismatic
Dimensions	1 in x 50 yd (25.4 millimeter (mm) x 45.72 m), 1.22 m x 45.7 m, 12 in x 50 yd (304.8 mm x 45.72 m), 12.75 in x 100 yd (323.9 mm x 91.4 m), 18 in x 50 yd (457.2 mm x 45.72 m), 2 in x 50 yd (50.8 mm x 45.72 m), 24 in x 50 yd (609.6 mm x 45.72 m), 30 in x 50 yd (762 mm x 45.72 m), 36 in x 50 yd (914.4 mm x 45.72 m), 48 in x 50 yd (1219.2 mm x 45.72 m), 6 in x 50 yd (152.4 mm x 45.72 m), Configurable
Durability	10 years
For Use On	Aluminum, Plywood, Wood
Imaging Method	Digital Print, Overlay / Electrocut Films, Screen Print
Liner	Yes
Mark	Single European Mark (SEM)
National Stock Number	9390001655988
Overall Length (Imperial)	100 yd, 50 yd
Overall Length (Metric)	45.7 m, 45.72 m, 91.44 m
Overall Width	1 in, 12 in, 12.75 in, 18 in, 2 in, 24 in, 3 in, 30 in, 36 in, 48 in, 6 in, 8 in, 9 in

(Imperial)

Overall Width (Metric)	1.22 m, 1219.2 mm, 152.4 mm, 203.2 mm, 228.6 mm, 25.4 mm, 304.8 mm, 323.85 mm, 457.2 mm, 50.8 mm, 609.6 mm, 76.2 mm, 762 mm, 914 mm, 914.4 mm
Performance Features	Retroreflective
Performance Level	High Intensity Grade, High Intensity Prismatic
Product Color	Blue, Brown, Green, Orange, Red, White, Yellow
Saleable Unit	Rolls, Rouleau
Size	Miscellaneous Sizes, Sheets
Specifications Met	ASTM (American Society for Testing and Materials) D4956 Type III, ASTM D4956 Type IV, ASTM Type III, ASTM Type IV, EN 12899-1:2007 Type RA2 / ETA R2
Substrate	Aluminum, Metal

2.4 3M™ Diamond Grade™ DG³ Reflective Sheeting Series 4080



Attribute Name	Value
Adhesive Type	Pressure-sensitive, Solvent free
Application	Regulated Rigid Traffic Signs
Application Instructions	See Product Bulletin
Availability	Non-Standard, Standard
Brand	Diamond Grade™
Color Family	Orange, Yellow
Construction	Full-cube prismatic, Microprismatic
Durability	10 years
For Use On	Aluminum, Plywood
Imaging Method	Digital Print, Overlay / Electrocut Films, Screen Print
Liner	Yes
Overall Length (Imperial)	10 yd, 50 yd
Overall Length (Metric)	45.72 m, 9.144 m
Overall Width (Imperial)	24 in, 30 in, 36 in, 48 in
Overall Width (Metric)	1219.2 mm, 609.6 mm, 762 cm, 914.4 mm
Performance Level	Diamond Grade

Performance Tier	DG3
Product Color	Fluorescent Orange, Fluorescent Yellow, Fluorescent Yellow Green
Saleable Unit	Rolls
Size	Sheets
Specifications Met	ASTM D4956 Type IX, ASTM D4956 Type XI, ASTM D4956 Type XI, CWZ
Substrate	Aluminum

2.5 3M® Diamond Grade™ DG³ Reflective Sheeting 4090 White



Attribute Name	Value
Adhesive Type	Pressure-sensitive, Solvent free
Applications	Regulated Rigid Traffic Signs
Availability	Standard
Brand	Diamond Grade™
Construction	Full-cube prismatic, Microprismatic
Imaging Method	Digital Print, Overlay / Electrocut Films, Screen Print
Liner	Yes
Overall Length (Metric)	45.72 m
Overall Width (Metric)	914.4 mm
Performance Level	Diamond Grade
Product Code	4090
Product Color	White
Product Series	4090
Substrates	Aluminum

2.6 3M™ Crystal Glass Finishes 7725SE-314, Dusted Crystal

Attribute Name	Value
Adhesive Color	Clear
Adhesive Content	Solvent acrylic
Adhesive Type	Pressure-sensitive
Application	Interior windows/Glass surfaces
Application Method	Wet
Application Surface	Flat
Backing	Acrylic Pressure Sensitive Adhesive
Brand	3M™
Certifications	Class A - ASTM E84 Fire Classification
Cleaning	Water-based
Color Family	White
Design Pattern	Dusted
Digitally Cuttable	Customer Test & Approve
Family	Etched Glass Films
Film Thickness	3.2 Mil
Film Type	Cast
LEED Points	Yes
Line	Crystal Glass Finishes
Material	Polyvinyl Chloride (PVC)
Material Type	Vinyl
Opacity	Translucent
Overall Length (Imperial)	50 yd
Overall Length (Metric)	45.72 m
Overall Thickness (Imperial)	3.2 mil
Overall Width (Imperial)	48 in
Overall Width (Metric)	1220 mm
Performance Level	Premium
Printable	Customer Test & Approve
Product Color	White
Product Usage	Interior
Removability	Removable with heat/adhesive remover
Service Temperature	-29°C to +80°C
Shading Coefficient (%)	0.93
Show in Sample Database	Yes
Substrate Type	ABS, Glass, Paint, PMMA, Polycarbonate
Surface Finish	Matte
Surface Type	Flat
Thickness (film)	50 µm
Visible Light Reflectance (%)	79
Visible Light Transmittance	85

2.7 3M™ Clear Transfer Tape TPM5 Roll/Carton



Attribute Name	Value
Adhesive Type	Rubber
Application	Non-regulated & Commercial Signs, Traffic Signs
Application Instructions	See Product Bulletin
Brand	3M™
Overall Length (Imperial)	100 yd
Overall Length (Metric)	91 m
Overall Width (Imperial)	12 in, 18 in, 24 in, 30 in, 36 in, 48 in, 6 in, 9 in
Overall Width (Metric)	1219.2 mm, 152.4 mm, 228.6 mm, 304.8 mm, 457.2 mm, 609.6 mm, 762 mm, 914.4 mm
Saleable Unit	Package, Rolls

EXHIBIT A
QUESTIONNAIRE

This form will be used to help us evaluate the company's responsibility to provide a full and complete bid according to the specifications and requirements of this bid.

You may use additional pages if needed.

1. What date was your company established?

2. Can you provide examples of both positive and negative feedback from customers and/or positive and negative reviews?

3. What is the estimated turn-around time from when you receive a purchase order?

4. Does your company have a website? If so, please list.

5. Should there be a delay in fulfilling a purchase order, what is the process to resolve such issue?

EXHIBIT B**ITB 21-0137 Sign Sheeting****Document Check Sheet**

Use this sheet to ensure all required documents have been submitted.

Mark whether or not the document is included and which page number in the appropriate columns.

The document check sheet is a required document. Failure to submit this document check sheet will result in being deemed as non-responsive.

Document Title	Is the item included in the bid submitted? Yes/No	Bid Submittal Page Number
A completed and signed original City of Fort Worth Bid offer		
A completed and signed original price proposal		
A completed and signed original Conflict of Interest Questionnaire, Attachment A		
A completed and signed Bidder's Contact Information Form, Attachment B		
A completed Consideration of Location of Bidder's Principle Place of Business, Attachment C		
A completed Reference Sheet, Attachment D		
A completed and signed Exhibit A, Questionnaire		
Completed Document Check Sheet		

Invitation to Bid TABULATION

Thursday, June 24, 2021

ITB 21-0137 Sign Sheeting		QTY	UOM	1	
				3M	
				UNIT COST	TOTAL COST
1	1178C, Black	3500	SF	\$0.70	\$2,450.00
2	1179C, Brown	3500	SF	\$0.70	\$2,450.00
3	1177C, Green	10500	EA	\$0.70	\$7,350.00
4	1172C, Red	3500	EA	\$0.70	\$2,450.00
5	1175C, Blue	3500	EA	\$0.70	\$2,450.00
6	1170C, Clear	3500	SF	\$0.65	\$2,275.00
7	DG 4090 Series	1200	EA	\$1.80	\$2,160.00
8	DG 4091 Series	2400	EA	\$1.80	\$4,320.00
9	DG FL 4083	1200	EA	\$1.80	\$2,160.00
10	DG FL 4084	1200	EA	\$1.80	\$2,160.00
11	3930 Series	3000	EA	\$0.72	\$2,160.00
12	7725 Color or Clear	4800	SF	\$0.66	\$3,168.00
13	1160 Overlay Film	1200	SF	\$1.25	\$1,500.00
14	TPM-5 Transfer Tape	4800	EA	\$0.25	\$1,200.00
					\$38,253.00

Tabulated By Ashley Kadva



Date

6/25/21

Approved by Jeff Cope



Date

6/25/2021

ITB 21-0137 Sign Sheeting
Bidder Questions and Answers

- Q1. What is the height and width for each roll of items 1-13?
- A1. We asked for square foot pricing as width varies from 20" to 60" and rolls are 50 yards long.
- Q2. Which material color do you require for item 12?
- A2. We require clear.
- Q3. What is the material number for the transfer tape?
- A3. The material number for the transfer tape is 18894.
- Q4. Are you needing premask?
- A4. No, we do not need premask.
- Q5. What is the roll size 48"x ____? Are you needing 4800 rolls?
- A5. All rolls are 50 yards in length.
- Q6. Please confirm item #7, 4090 is for color series and not white only. Attachment H (specs) and line description state White. However, current contract has 4000 series (colors).
- A6. Item #7 is asking for 3M Diamond Grade "DG" or equal- should say "3M BRAND SERIES 4090 or Equal"
- Q7. Please confirm item #8 is DG yellow - Fluorescent 4081. Attachment H (specs) includes DG Fluorescent series 4080.
- A7. Yes, Diamond Grade yellow – should say "3M BRAND SERIES 4091 or Equal"
- Q8. Please confirm item #9 is DG yellow/green -Fluorescent 4083. Line description references 3983 (DG VIP Fluorescent), however, Attachment H (specs) includes DG FL series 4080.
- A8. Yes, Diamond Grade yellow/green – should say "3M BRAND SERIES 4081 or Equal"
- Q9. Please confirm item #10 is DG Orange - Fluorescent 4084. Line description references 3924 (DG VIP Fluorescent), however, Attachment H (specs) includes DG FL series 4080.
- A9. Yes, Diamond Grade orange – should say "3M BRAND SERIES 4084 or Equal"
- Q10. Please confirm item #11 is for 3930 color series and not white only. Attachment H (specs) include 3930 color series.
- A10. Diamond Grade yellow/green – should say "3M BRAND SERIES 4081 or Equal"
- Q11. Please confirm item #11 is for all standard size rolls of 3930 color series. Item description states 24x30.
- A11. Yes, item #11 is for all standard size rolls of 3930 color series.

Q12. Please confirm item #12 is for 7725 NP clear and color series. Attachment H (specs) lists 7725SE 314 only. However current contract has 7725 black, clear, and color series.

A12. Item number 12 is for 3M brand 7725 or equal.

Q13. Line item #13, 1160NP or equal does not have spec listed in Attachment H.

A13. Specifications for 1160np are:

3M™ Premium Protective Overlay Film with Premask 1160



Attribute Name	Value
Application	Non-regulated & Commercial Signs, Traffic Signs
Application Instructions	See Product Bulletin
Availability	Standard
Brand	3M™
Dimensions	1.22 meter x 45.7 meter
Imaging Method	Electronic Cut
Liner	Yes
Overall Length (Imperial)	50 yard
Overall Length (Metric)	45.72 meter
Overall Width (Imperial)	30 inch, 36 inch, 48 inch
Overall Width (Metric)	1219 millimeter, 762 millimeter, 914 millimeter
Product Color	Transparent
Product Type	Translucent Films
Saleable Unit	Rolls, Rouleau

Q14. Line item #14, Transfer Tape does not have spec listed in Attachment H.

A14. Specification for TPM5 are attached:

3M™ Clear Transfer Tape TPM5 Roll/Carton



Attribute Name	Value
Adhesive Type	Rubber
Application	Non-regulated & Commercial Signs, Traffic Signs
Application Instructions	See Product Bulletin
Brand	3M™
Overall Length (Imperial)	100 yard
Overall Length (Metric)	91 meter
Overall Width (Imperial)	12 inch, 18 inch, 24 inch, 30 inch, 36 inch, 48 inch, 6 inch, 9 inch
Overall Width (Metric)	1219.2 millimeter, 152.4 millimeter, 228.6 millimeter, 304.8 millimeter, 457.2 millimeter, 609.6 millimeter, 762 millimeter, 914.4 millimeter
Saleable Unit	Package, Rolls



ADDENDUM TO THE INVITATION TO BID
SIGN SHEETING
CITY OF FORT WORTH
PURCHASING DIVISION

ADDENDUM NO. 2

DATE ISSUED: JUNE 8, 2021

INVITATION TO BID (ITB) NUMBER: 21-0137
ITB SUBMISSION DATE: JUNE 24, 2021 (UNCHANGED)

Addendum No. 2, dated June 8, 2021 is hereby amended to incorporate in full text the following provisions:

1. Bid document failed to download, therefore, attaching a new bid document.
2. All other terms and conditions remain the same

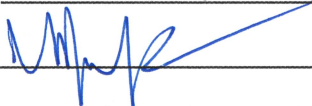
Bidders are required to acknowledge this addendum by signature and submit with original proposals.

Ashley Kadva

Ashley Kadva
Buyer

.....
By the signature affixed below, Addendum No. 2 is hereby incorporated into and made part of the above referenced Invitation to Bid.

COMPANY NAME: 3M Company

SIGNATURE: 

NOTE: Company name and signature must be the same as on the proposal documents.



**ADDENDUM TO THE INVITATION TO BID
SIGN SHEETING
CITY OF FORT WORTH
PURCHASING DIVISION**

ADDENDUM NO. 1

DATE ISSUED: JUNE 7, 2021

INVITATION TO BID (ITB) NUMBER: 21-0137

ITB SUBMISSION DATE: JUNE 24, 2021 (UNCHANGED)

Addendum No. 1, dated June 7, 2021 is hereby amended to incorporate in full text the following provisions:

1. Bid opening will no longer be streamed on Fort Worth TV. City Hall will be open to allow for the public to attend the opening in person at:

Council Chambers, Second Floor
200 Texas St.
Fort Worth, Texas 76102

2. All other terms and conditions remain the same

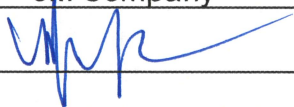
Bidders are required to acknowledge this addendum by signature and submit with original proposals.

Ashley Kadva

**Ashley Kadva
Buyer**

.....
By the signature affixed below, Addendum No. 1 is hereby incorporated into and made part of the above referenced Invitation to Bid.

COMPANY NAME: 3M Company

SIGNATURE: 

NOTE: Company name and signature must be the same as on the proposal documents.



CITY OF FORT WORTH BID OFFER

Attachment 3

Event ID	Page
CFW01-21-0137	1
Event Round	Version
1	1
Event Name	
ITB Sign Sheeting	
Start Time	Finish Time
06/08/2021 08:00:00 CDT	06/24/2021 13:30:00 CDT

Invited: PUBLIC EVENT DETAILS

Submit To: City of Fort Worth
FINANCIAL MANAGEMENT SERVICES
FINANCE - Purchasing
200 Texas St. (Lower Level, South)
Fort Worth TX 76102
United States

Email: FMSPurchasingResponses@fortworthtexas.gov

Event Description

The City of Fort Worth (City) seeks bids to finalize an Agreement for sign sheeting as described herein on an as needed basis for the Transportation and Public Works Department. The term of this agreement will be for a one-year term with options to renew for up to four (4) one-year periods at the City's discretion.

Terms & Conditions

There is no Pre-Bid Conference for this bid.

Invitation for Bid (ITB) Cover Sheet

Bids are solicited for furnishing sign sheeting material as set forth in this solicitation. Completed Bids including one executed original, one copy and one USB flash drive containing electronic versions of all bid documents must be received in the Purchasing Division and time stamped no later than 1:30 P.M., June 24, 2021 and read publicly via live stream on FortWorthTV at 2:00 P.M. Bids must be submitted in a sealed envelope WITH THE BID NUMBER WRITTEN ON THE OUTSIDE OF THE ENVELOPE, addressed to the Purchasing Manager. Bids shall be mailed or hand delivered to the following address:

City of Fort Worth, Purchasing Division,
Lower Level, City Hall, 200 Texas Street, Fort Worth, Texas 76102

Bids delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked on the outside of the courier's shipping envelope BID No. 21-0137, Sign Sheeting AND MUST BE RECEIVED BY THE PURCHASING OFFICE AND TIME STAMPED PRIOR TO THE 1:30 DEADLINE IN ORDER TO BE CONSIDERED.

Late bids will be returned or destroyed; they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms, conditions and scope/specifications contained in this document. The period for acceptance of this bid will be 90 calendar days after the bid opening date.

Document List:

- 1) City of Fort Worth Bid Offer
- 2) Documentation Check Sheet
- 3) Part I - Instruction to Bidders
- 4) Part II - Scope of Services and/or Specifications
- 5) Part III - Standard Purchasing Terms and Conditions/Draft Contract
- 6) Part IV Attachments
 - 6.1) Attachment A - Conflict of Interest Disclosure
 - 6.2) Attachment B - Bidder's Contact Information
 - 6.3) Attachment C - Consideration of Location of Bidder's Principal Place of Business (if applicable)
 - 6.4) Attachment D - Reference Sheet
 - 6.5) Attachment E - How to Register with the City of Fort Worth
 - 6.6) Attachment F - Automated Invoice Processing
 - 6.7) Attachment G - No Bid Sheet
 - 6.8) Attachment H - Detailed Scope of Services/Specifications
 - 6.9) Exhibit A - Questionnaire
 - 6.10) Exhibit B - Document Check Sheet



CITY OF FORT WORTH BID OFFER

Attachment 3

Event ID	Page
CFW01-21-0137	2
Event Round	Version
1	1
Event Name	
ITB Sign Sheeting	
Start Time	Finish Time
06/08/2021 08:00:00 CDT	06/24/2021 13:30:00 CDT

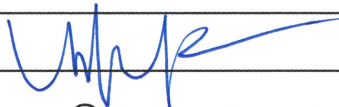
Invited: PUBLIC EVENT DETAILS

Submit To: City of Fort Worth
 FINANCIAL MANAGEMENT SERVICES
 FINANCE - Purchasing
 200 Texas St. (Lower Level, South)
 Fort Worth TX 76102
 United States

Email: FMS PurchasingResponses@fortworthtexas.gov

ITB Signing Sheet

The undersigned, by his/her signature, represents that he/she is submitting a binding bid and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Authorized Person, by signing and submitting, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein. Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The period for acceptance of this bid will be one hundred and twenty (120) calendar days after "Finish time/End Date Time".

Legal Name and d/b/a: 3M CompanyAddress: 3M Center, Building 225, Mailstop: 225-4N-14City, State, Zip: St. Paul, MN 55144Bidder/Supplied ID with City of Fort Worth / Federal ID Number (TIN): 41-0417775Name of the Authorized Representative: Maria ParaschouTitle: Sr. Proposal & Contract ManagerSignature of the Authorized Representative and Date:  6/22/2021Email Address: mparaschou@mmm.com OR tbdgroup@mmm.comPhone Number: 651-737-5281Will agreement be available for Cooperative Agreement use*? Yes X No

(* See Section 11.0, "Cooperative Purchasing" of Part-I, "Instruction to Bidder,"



CITY OF FORT WORTH BID OFFER

Attachment 3

Event ID	Page
CFW01-21-0137	3
Event Round	Version
1	1
Event Name	
ITB Sign Sheeting	
Start Time	Finish Time
06/08/2021 08:00:00 CDT	06/24/2021 13:30:00 CDT

Invited: PUBLIC EVENT DETAILS

Submit To: City of Fort Worth
FINANCIAL MANAGEMENT SERVICES
FINANCE - Purchasing
200 Texas St. (Lower Level, South)
Fort Worth TX 76102
United States

Email: FMSPurchasingResponses@fortworthtexas.gov

Line Details

Line: 1				
Description:	Qty	Unit	UnitPrice	Total
NON PERFORATED DURABLE ACRYLIC OVERLAY FILM COATED WITH TRANSPARENT, PRESSURE SENSITIVE ADHESIVE- BLACK- 3M BRAND SERIES 1178C OR EQUAL Brand Name: <u>3M 1178C Black</u>	3500.00	SF	\$.70 /SF	\$2,450.00
Line: 2				
Description:	Qty	Unit	UnitPrice	Total
NON PERFORATED DURABLE ACRYLIC OVERLAY FILM COATED WITH A TRANSPARENT, PRESSURE SENSITIVE ADHESIVE - BROWN-3M BRAND SERIES 1179C OR EQUAL Brand Name: <u>3M 1179C Brown</u>	3500.00	SF	\$.70 /SF	\$2,450.00
Line: 3				
Description:	Qty	Unit	UnitPrice	Total
Item Id : 000000000000018665 : ROLL GREEN EC (1177C) Brand Name: <u>3M 1177C Green</u>	10500.00	EA	\$.70 /SF	\$7,350.00
Line: 4				
Description:	Qty	Unit	UnitPrice	Total
Item Id : 000000000000018671 : ROLL RED EC FILM (1172C) Brand Name: <u>3M 1172C Red</u>	3500.00	EA	\$.70 /SF	\$2,450.00
Line: 5				
Description:	Qty	Unit	UnitPrice	Total
Item Id : 000000000000018676 : ROLL BLUE EC FILM (1175C) Brand Name: <u>3M 1175C Blue</u>	3500.00	EA	\$.70 /SF	\$2,450.00
Line: 6				
Description:	Qty	Unit	UnitPrice	Total
NON PERFORATED DURABLE ACRYLIC OVERLAY FILM COATED WITH A TRANSPARENT, PRESSURE SENSITIVE ADHESIVE CLEAR-3M BRAND SERIES 1170C OR EQUAL Brand Name: <u>3M 1170C Clear</u>	3500.00	SF	\$.65 /SF	\$2,275.00
Line: 7				
Description:	Qty	Unit	UnitPrice	Total
Item Id : 000000000000018691 : ROLL WHITE DG CUBE DG CUBE 4090 Brand Name: <u>3M DG 4090 Series</u>	1200.00	EA	\$1.80 /SF	\$2,160.00
Line: 8				
Description:	Qty	Unit	UnitPrice	Total
Item Id : 000000000000018688 : S/SHEET YEL. D.G. (1536-2) Brand Name: <u>3M DG 4091 Series</u>	2400.00	EA	\$1.80 /SF	\$4,320.00



CITY OF FORT WORTH BID OFFER

Attachment 3

Event ID	Page
CFW01-21-0137	4
Event Round	Version
1	1
Event Name	
ITB Sign Sheeting	
Start Time	Finish Time
06/08/2021 08:00:00 CDT	06/24/2021 13:30:00 CDT

Invited: PUBLIC EVENT DETAILS

Submit To: City of Fort Worth
FINANCIAL MANAGEMENT SERVICES
FINANCE - Purchasing
200 Texas St. (Lower Level, South)
Fort Worth TX 76102
United States

Email: FMSPurchasingResponses@fortworthtexas.gov

Line: 9					
Description:	Qty	Unit	UnitPrice	Total	
Item Id : 000000000000018666 : ROLL YEL-GRN DIA GRADE (3983) Brand Name: <u>3M DG FL 4083</u>	1200.00	EA	\$1.80 /SF	\$2,160.00	
Line: 10					
Description:	Qty	Unit	UnitPrice	Total	
Item Id : 000000000000018667 : ROLL ORANGE FL (3924) (08-26-13) Brand Name: <u>3M DG FL 4084</u>	1200.00	EA	\$1.80 /SF	\$2,160.00	
Line: 11					
Description:	Qty	Unit	UnitPrice	Total	
Item Id : 000000000000018684 : S/SHEET WHT. HIP 24X30 (3930) Brand Name: <u>3M 3930 Series Standar sizes</u>	3000.00	EA	\$.72 /SF	\$2,160.00	
Line: 12					
Description:	Qty	Unit	UnitPrice	Total	
NON PERFORATED, NON REFLECTIVE VINYL FILM WITH SYNTHETIC BACKING & ADHESIVE-3M BRAND SERIES 7725 NP OR EQUAL -Clear Brand Name: <u>3M 7725 Color and Clear**</u>	4800.00	SF	\$.66 /SF	\$3,168.00	
Line: 13					
Description:	Qty	Unit	UnitPrice	Total	
NON PERFORATED ACRYLIC OVERLAY FILM WITH SYNTHETIC BACKING & PRESSURE SENSITIVE ADHESIVE-3M BRAND SERIES 1160NP OR EQUAL OR EQUAL Brand Name: <u>3M 1160 overlay film</u>	1200.00	SF	\$1.25 /SF	\$1,500.00	
Line: 14					
Description:	Qty	Unit	UnitPrice	Total	
Item Id : 000000000000018894 : TRANSFER TAPE 48" Brand Name: <u>3M TPM-5 Transfer Tape</u>	4800.00	EA	\$.25 /SF	\$1,200.00	

Total Bid Amount:

\$38,253.00

****= Item #12 notation:**

7725-12 (black) is available in all standard sizes of 24",30", 36" and 48".

7725-114 (clear) and color series are only available in 48" x 50 yard size rolls.

Miscellaneous sign sheeting materials at
manufacturer list pricing less 0 %
discount the amount listed

PART - I

INSTRUCTION TO BIDDERS

1.0 **SOLICITATION**

- 1.1 **Review of Documents:** Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 1.2 **Location of Documents:** Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

2.0 **EXPLANATIONS OR CLARIFICATIONS**

- 2.1 Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 2.2 Requests for explanations or clarifications may be faxed to the City's Purchasing Division at (817) 392-8440. The fax must clearly identify the Buyer's name and the Solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.
- 2.3 **Unauthorized Communications:** Bidders' contact regarding this Invitation to Bid (ITB) with employees or officials of the City other than the Purchasing Manager, the Minority and Women Business Enterprise (M/WBE) Office, or as otherwise indicated in the ITB is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this solicitation, except as herein provided. Any violation of this prohibition may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this ITB.

3.0 **PRE-BID CONFERENCE**

None

4.0 **PREPARATION OF BIDS**

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

PART - I

- 4.1 **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Contract.
- 4.2 **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.
- 4.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.
- 4.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.
- 4.5 **Prices:**
 - 4.5.1 Bids shall be firm priced offers unless otherwise specified.
 - 4.5.2 Pricing shall be entered on the Bid Sheet in ink.
 - 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
 - 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
 - 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).
- 4.6 **Signature:** The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.
- 4.7 **Bid Security:** If a bid security is required for this purchase, the requirement will be reflected in the "Specification" section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.
 - 4.7.1 To be an acceptable surety on the bond:
 - 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
 - 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.
- 4.8 **Alternate Bids:** Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.

PART - I**4.9 Proprietary Information:**

- 4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.
- 4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
- 4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4.10 Bid Preparation Costs: All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.**4.11 Payments:** All payment terms shall be "Net 30 Days" unless otherwise specified in the bid document.

- 4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City's website at <https://www.fortworthtexas.gov/departments/finance/purchasing/ach>

5.0 SUBMISSION OF BIDS

- 5.1 **Bid document:** Unless otherwise specified, Bidders are required to submit a signed executed original and one scanned copy in flash drive. Bids must be submitted in a sealed envelope with the bid number written on the outside of the envelope.
- 5.2 **Documents required with Bid:** The following documents must be submitted with each Bid prior to the Due Date:
 - 5.2.1 The completed and signed first page of this document;
 - 5.2.2 The Price Offer in Bid Solicitation Sheet(s); and
 - 5.2.3 Any other document included in the Solicitation requiring completion or execution by the Bidder.
- 5.3 **Addenda:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. Addenda containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.
- 5.4 **Late Bids:** Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist's desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid to the Purchasing Division. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder. Bids delivered to a City location other than the Purchasing Division will not be considered. The Bid must be received by the Purchasing Division and stamped before deadline to be considered.

PART - I**6.0 MODIFICATION OR WITHDRAWAL OF BIDS**

- 6.1 **Modification of Bids:** Bids may be modified in writing at any time prior to the Due Date.
- 6.2 **Withdrawal of Bids:** Bids may be withdrawn in writing, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

7.0 OPENING OF BIDS

The Purchasing Division representative responsible for opening Bids shall personally and publicly open all Bids timely received, reading each bid aloud.

8.0 EVALUATION FACTORS AND AWARD

- 8.1 **Evaluation:** Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.
- 8.2 **Award.** The Method of Award is detailed in Section 19 in Part III Scope of Services/Specifications (Note: A bidder will be disqualified if they do not earn at least 50% of the technical points available).
- 8.3 **Acceptance of Bid:** Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.
- 8.4 **Reservations:** The City expressly reserves the right to:
- 8.4.1 Specify approximate quantities in the Solicitation;
 - 8.4.2 Extend the Solicitation opening date and time;
 - 8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;
 - 8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
 - 8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);
 - 8.4.6 Add additional terms or modify existing terms in the Solicitation;
 - 8.4.7 Reject a bid because of unbalanced unit prices bid;
 - 8.4.8 Reject or cancel any or all Bids;

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8.4.9 Reissue a Solicitation;

8.4.10 Procure any item by other means; and/or

8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

9.0 **POST-BID DOCUMENTS REQUIRED FROM BIDDERS**

9.1 **Certificates of Insurance:** When insurance is required, the successful Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

9.2 **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the successful Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

9.3 **Minority Business Enterprise (MBE) Documents:** If an MBE goal has been established for the bid, the applicable documents **must** be submitted by all bidders wishing to continue in the bid evaluation process within two (2) City business days after the bid opening date, exclusive of the bid opening date, to the City location specified in the bid. Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

9.4 **Certificate of Interested Parties Form 1295:** If the Purchase Agreement must be approved by the City Council before execution, the successful bidder is required to complete the Certificate of Interested Parties Form 1295 and submit the form to the Purchasing contact listed in the solicitation before the purchase/contract will be presented to the City Council. The form may be completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

10.0 **PROTEST PROCEDURE**

10.1 Vendors who respond to Invitations to Bid have the right to protest the solicitation process or the bid award if they believe that there has been any impropriety or unfair criteria in the process.

10.2 The vendor must submit any protest in writing to the Purchasing Manager within 14 days after the vendor knows, or should have known, of the facts relating to the proposed action or award.

10.3 The Purchasing Manager, or designee, is authorized to resolve a protest concerning a purchasing action through telephone discussions, mail, email or in person meetings with the protesting vendor.

10.4 After discussions or meetings, the Purchasing Manager or designee will issue a decision in writing, state the reasons for the action taken and inform the protesting vendor of the right to review by a panel made up of City staff.

10.5 A City protest review panel will consist of an Assistant City Attorney, a representative of the operating department, the Purchasing Manager and any other appropriate personnel or employees of the operating department.

PART - I

10.6 If the panel is unable to resolve the protest, or if the panel makes a decision with which the vendor does not agree, the protesting vendor will be invited to attend the City Council meeting at which the recommended award is to be presented to the City Council and make known his/her concerns. The protesting vendor will be instructed to arrive prior to the start of the City Council meeting and complete a card requesting to speak concerning the particular Mayor and Council Communication document (M&C) in question.

10.6.1 Vendors wishing to speak before the City Council should review the rules for registering to appear before City Council located at:
<http://fortworthtexas.gov/citysecretary/info/default.aspx?id=2914> on the City's website.

11.0 **COOPERATIVE PURCHASING**

11.1 Should other governmental entities decide to participate in this contract, bidder, shall indicate in their proposals whether they agree that all terms, conditions, specification, and pricing would apply.

11.2 If the successful bidder agrees to extend the resulting contract to other governmental entities, the following shall apply: Governmental entities within utilizing Contracts with the City of Fort Worth shall be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Fort Worth shall be billed directly to that governmental entity and paid by that governmental entity. The City of Fort Worth shall not be responsible for another governmental entity's debts. Each governmental entity shall order its own material/services as needed.

PART - II

SCOPE OF SERVICES/SPECIFICATIONS

1.0 **SCOPE**

- 1.1 The City of Fort Worth (City) seeks bids to finalize an Agreement for Sign Sheeting as described herein on an “as needed basis for the Transportation and Public Works Department. The successful bidder(s), known hereafter as “Contractor”/“Vendor.”
- 1.2 The term of the Agreement shall be for a one-year, with options to renew for additional four one-year periods at the City’s option. However, if funds are not appropriated, the City may cancel the Agreement 30 calendar days after providing written notification to the successful bidder, known hereafter as “Vendor” or “Contractor” or “Supplier” or “Seller”.
- 1.3 Following the award, additional services of the same general category that could have been encompassed in the award of this Agreement, and that are not already on the Agreement, may be added based on the discount bid and price sheet provided with the bid. [Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.](#)
- 1.4 Unit prices shall include all costs associated with the specified work, including but not limited to handling, delivery, fuel charges, fees and certifications fees. No additional charges will be accepted or paid by the City.
- 1.5 All items supplied resulting from this bid shall be of recent production, unused, and suitable for their intended purpose.
- 1.6 The submission of a bid by the bidder shall be considered evidence of compliance with these requirements.

2.0 **DETAILED SCOPE OF SERVICES/SPECIFICATIONS**

The Vendor hereby agrees to provide the City with requirements attached hereto and incorporated for all purposes incident to this Agreement in Attachment “H”, Detailed Scope of Services/Specifications, more specifically describing the services to be provided hereunder.

3.0 **CHANGE IN COMPANY NAME OR OWNERSHIP**

- 3.1 The Vendor shall notify the City’s Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director’s resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

PART - II**4.0 LAWS, REGULATIONS, AND ORDINANCES**

- 4.1 The Vendor shall be responsible for meeting all Federal: laws, ordinances and regulations; State: laws, ordinance and regulations; County: laws, ordinances and regulations; and City: laws, ordinances, and regulations for safety of people, environment, and property. This includes, but is not limited to, all Federal, State, County, and City Agencies, Administrations and Commissions such as the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and the Texas Commission on Environmental Quality (TCEQ). In the event any law, regulation or ordinance becomes effective after the start of this Agreement, the Vendor is required to comply with new policy. Any mandates requiring the City to comply with new guidelines will also require the Vendor to comply.

5.0 INVOICING REQUIREMENTS

- 5.1 The City is implementing an automated invoice processing system. Please see Attachment F for each department's "Go live date" and requirements.
- 5.2 Till implementing automated invoice:
- 5.2.1 All invoices should be submitted directly to the requesting department. It is the responsibility of the Vendor to get the name of the responsible person, telephone numbers and address of the department's division at the time the service is requested.
- 5.2.2 A properly prepared invoice shall be typewritten or computer printed and shall include the Vendor's name, number and federal tax identification number, invoice number, address, date, service or item description, unit price, extended cost, and City issued purchase order number. Incomplete or inaccurate invoices may result in delayed payments, as they shall be returned to the Vendor for correction and re-submittal.

6.0 UNIT PRICE ADJUSTMENT

- 6.1 The unit prices may be adjusted for increases or decreases in Vendor's cost during the renewal period but before the effective date of the renewal upon written request from the Vendor.
- 6.2 The Vendor must submit its price adjustment request, in writing, at least 60 days before the renewal effective period. The Vendor shall provide written proof of cost increases with price adjustment request.
- 6.3 If the City concludes that the rate increase being requested is exorbitant, the City reserves the right to adjust the rate request, or reject the rate request in its entirety and allow the contract to expire at the end of the contract term. If the City elects not to exercise the renewal option, the Purchasing Division will issue a new solicitation.
- 6.4 Prices bid shall remain firm for each one-year term of the Agreement and shall include all associated freight and delivery costs.
- 6.5 Prices offered shall be used for bid analysis and for Agreement pricing. In cases of errors in extensions or totals, the unit prices offered will govern.

PART - II

6.6 Upon expiration of the Agreement term the successful bidder, agrees to hold over under the terms and conditions of this Agreement for a reasonable period of time to allow the city to re-bid an agreement, not to exceed ninety (90) days. Vendor will be reimbursed for this service at the prior agreement rate(s). Vendor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extends beyond and survives the expiration or termination of this Agreement.

6.7 Goods and/or services shall not be suspended by the Vendor without a 30 day prior written notice to the City.

[Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.](#)

7.0 **QUANTITIES**

7.1 The quantities listed on the bid solicitation are only estimates based on previous usage and do not indicate intent to purchase or a guarantee of future business. The City of Fort Worth is obligated to pay for only those materials and services actually ordered by an authorized City employee and then received as required and accepted by the City.

8.0 **INSURANCE REQUIREMENTS**

8.1 The Vendor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of work under this Agreement. The Vendor shall file with the City of Fort Worth Purchasing Division, prior to the commencement of services, a certificate of insurance documenting the following required insurance.

8.1.1 Failure to provide such information within five (5) calendar days may be grounds for Agreement termination.

8.2 Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. In the event a contract has been bid or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires the Vendor to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.

8.2.1 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits:

\$100,000 Each Accident

\$500,000 Disease – Policy limit

\$100,000 Disease – Each Employee

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.

8.2.2 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:

\$1,000,000 Each Occurrence

[Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.](#)

PART - II

\$2,000,000 Annual Aggregate

Coverage shall include but not be limited to the following: premises/operations, independent vendors, products/completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy.

8.2.3 Auto Liability Insurance shall be provided as follows:

\$1,000,000 Combined Single Limit Each Accident

A commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

8.2.4 The Vendor shall furnish the Purchasing Manager, with a certificate of insurance documenting the required insurance prior to the commencement of services.

8.2.5 Policies shall be endorsed to provide the City of Fort Worth a thirty- (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. [Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.](#)

8.2.6 Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA). [Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.](#)

9.0 **ADDITIONAL INSURANCE REQUIREMENTS**

9.1 The City, its officers, employees and servants shall be endorsed as an additional insured on Vendor's insurance policies excepting employer's liability insurance coverage under Vendor's workers' compensation insurance policy.

[Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.](#)

9.2 Certificates of insurance satisfactory to the City and Worker's Compensation Affidavit must be received before Vendor can begin work. Failure to supply and maintain such insurance shall be a breach of contract. Vendor shall provide complete copies of all insurance policies required by this Agreement. Certificates of insurance must be supplied to:

Financial Management Services Department

Attention: Purchasing Division Bid # **21-0137**

200 Texas Street, Fort Worth, Texas 76102

9.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein. Each insurance policy shall be endorsed to provide the City a minimum 30 day notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten (10) day notice shall be acceptable in the event of non-payment of premium.

9.4 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.

9.5 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.

PART - II

9.6 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.

9.7 Workers' compensation insurance policy(s) covering employees of the Vendor shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.

[Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.](#)

9.8 City shall not be responsible for the direct payment of insurance premium costs for Vendor's insurance.

9.9 Vendor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.

9.10 While the purchase order is in effect, Vendor shall report, in a timely manner, to the Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.

9.11 Vendor's liability shall not be limited to the specified amounts of insurance required herein.

[Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.](#)

10.0 PERFORMANCE

10.1 Failure of the City to insist in any one or more instances upon performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the Vendor's obligation with respect to such performance shall continue in full force and effect.

11.0 COMPLAINTS

11.1 Complaints processed through the City Purchasing Division are to be corrected within fourteen (14) days of formal notice of complaint. Written response to the Purchasing Division is required. Failure to properly resolve complaints within the fourteen (14) calendar day time period may result in the cancellation of the applicable line item(s) in the price agreement.

12.0 SUBCONTRACTING

12.1 No subcontracting of the work under this Agreement will be allowed without written permission from the City.

13.0 DELIVERY

13.1 Delivery shall be F.O.B. Destination and all other delivery charges shall be included in the unit price. The person placing the order will provide delivery and billing information. No additional charges for expenses, freight, mileage, time, or similar items will be accepted or paid by the City.

13.2 There may be instances when the Vendor may be asked to accelerate delivery of an order(s) due to extenuating circumstances. When this occurs, the Vendor will be expected to provide this service at no additional cost.

[Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.](#)

PART - II

- 13.3 In the event the Vendor is unable to meet the original delivery date(s), the City must be contacted immediately, but prior to the due date, and seek an extension of delivery time. Failure to comply with the delivery terms may be legal grounds for canceling an order(s), or the entire Agreement in accordance with the Termination Clause shown elsewhere in the solicitation.
- 13.4 Delivery tickets must include the City's Purchase Order Number.
- 13.5 Delivered items that are determined to be defective or not meeting bid specifications shall be picked up and replaced by the Vendor, or the Vendor's designee, at no cost to the City. If the item (s) are not picked up within one (1) week after notification, the item shall become a donation to the City for disposition.
- 13.6 Material Safety Data Sheets
 - 13.6.1 A Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to Revised Statutes Annotated (RSA) Chapter 277-A (277-A), shall accompany each delivery. Delivery of toxic or hazardous substance or mixtures containing such substance without MSDS sheets shall not be accepted. Delivered containers shall be properly labeled pursuant to RSA 277-A.
 - 13.6.2 Failure to submit the required MSDS sheets and/or label each container in accordance with RSA 277-A, shall place the Vendor in non-compliance and shall result in civil or criminal penalties. The Vendor furnishing substances or mixtures subject to RSA 277-A, is responsible for adhering to and being in compliance with this law. Failure to comply with RSA 277-A, shall result in the cancellation of an order.

14.0 WARRANTY

- 14.1 The Vendor shall provide a warranty to include at a minimum, but not limited to the following:
 - 14.1.1 In addition to any other warranties in this contract, the Vendor warrants that all work and products supplied under this agreement conforms to the agreement requirements and is free from any defect in workmanship, equipment, material, or design furnished by the Vendor or any supplier at any tier.
 - 14.1.2 Vendor agrees to repair or replace promptly, on a one-for-one basis without additional cost to the City of Fort Worth, any and all defective work and products. The City defines "prompt" repair or replacement to be within twenty- four (24) hours after notification by authorized City personnel.
 - 14.1.3 This warranty shall continue for a period of 90 days from date of acceptance of products and work by the City.
 - 14.1.4 The Vendor shall remedy at the Vendor's expense any non-conforming or defective products or work. In addition, the Vendor shall remedy at Vendor's expense any damage to real or personal property owned by the City of Fort Worth, when that damage is the result of a defect of products furnished.
 - 14.1.5 The Vendor's warranty with respect to products repaired or replaced will run for 90 days from date of installation and acceptance of such by the City.

[Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.](#)

PART - II

14.1.6 The City of Fort Worth shall notify the Vendor, within a reasonable time after the discovery of any failure, defect, or damage.

14.1.7 If the Vendor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the City of Fort Worth shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Vendor's expense.

14.1.8 This warranty shall not include failures attributable to accident, fire, or negligence on the part of City personnel.

14.2 With respect to all warranties, expressed or implied, from manufacturers, or suppliers for work performed and materials furnished under this contract, the Vendor shall:

14.2.1 Obtain all warranties that would be obtained in normal commercial practice;

14.2.2 Enforce all warranties for the benefit of the City of Fort Worth.

15.0 **HAZARDOUS CONDITIONS**

15.1 The Vendor is required to notify the City immediately of any hazardous conditions and/or damage to City property.

16.0 **CONTRACT ADMINISTRATION**

16.1 Contract administration will be performed by the City Department. In the event the Vendor fails to perform according to the terms of the agreement, The Department head or his/her designee will notify the Vendor, in writing, of its failures. A meeting may be arranged to discuss the Vendor's deficiencies. A written cure notice may be prepared giving the Vendor 14 calendar days to cure any deficiency.

16.2 In the event the Vendor continues with unsatisfactory performance, the department will promptly notify the Purchasing Manager who will take appropriate action to cure the performance problem(s), which could include cancellation, termination for convenience or default. If the agreement is terminated for default, the Vendor may be held liable for excess cost and/or liquidated damages.

16.3 The Vendor will be paid only those sums due and owing under the agreement for services satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.

16.4 The City reserves the right to terminate this agreement, or any part hereof, for its sole convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subVendors to cease work. Subject to the terms of this agreement, the Vendor shall be paid a percentage of the agreement price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Vendor can demonstrate to the satisfaction of the City using its standard record keeping system, have resulted from the termination. However, in no event shall the total of all amounts paid to the Vendor exceed the agreement price. The Vendor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

PART - II**17.0 BIDDERS QUALIFICATIONS**

- 17.1 The following information must be submitted as part of the bid package and shall be supplied in the following order:
- 17.1.1 Bidder's background, services provided and number of years in business.
 - 17.1.2 Bidders shall provide evidence that they are duly qualified and capable to fulfill and abide by the requirements listed herein with the bid. The bidder shall demonstrate its ability to secure and perform the services within the delivery requirements specified herein.
 - 17.1.3 In order to receive bid award consideration, the bidder shall maintain sufficient resources to fulfill normal City of Fort Worth requirements.
 - 17.1.4 Bidders shall provide a reference list of a minimum of three (3) current customers (comparable in size) who the bidder has recently supplied subject item(s) on a continuing basis over a recent twelve (12) month period.

18.0 METHOD OF AWARD

- 18.1 Bids will be evaluated based on the lowest responsive and responsible bidder complying with all of the provisions of the solicitation, provided the bid price is reasonable, and it is in the best interest of the City to accept it.
- 18.1.1 A responsive bidder is defined to be one who submits a completed bid packet within the stated time deadline and in accordance with the bid specification.
 - 18.1.2 A responsible bidder is defined to be one who demonstrates via responses his/her ability to successfully deliver the supplies, equipment, or services being procured.
- 18.2 Tentative Schedule of Events:
- | | |
|---------------------------------|---------------------------------------|
| ITB Release Date | June 8, 2021 |
| Deadline for Questions | June 14, 2021 at 5:00 PM (Local Time) |
| Answers Posted | June 18, 2021 at 5:00 PM (Local Time) |
| ITB due Date | June 24, 2021 by 1:30 PM (Local Time) |
| Recommended Vendor Selection | January 25, 2021 |
| Mayor and Council Consideration | August 3, 2021 |
- 18.3 The City reserves the right to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items, or overall bid, as it is deemed in the best interest of the City.
- 18.4 The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time agreements of a similar nature.

PART - II**19.0 BIDS**

- 19.1 Bidders shall submit the following items with their bid:
- 19.1.1 A completed and signed original City of Fort Worth Bid Offer;
 - 19.1.2 A completed and signed original price proposal;
 - 19.1.3 A completed and signed original Conflict of Interest Questionnaire, Attachment A;
 - 19.1.4 A completed Bidder's Contact Information Form, Attachment B;
 - 19.1.5 A completed Consideration of Location of Bidder's Principal Place of Business, Attachment C, if applicable;
 - 19.1.6 A completed Reference Sheet, Attachment D;
 - 19.1.7 A completed Questionnaire, Exhibit A;
 - 19.1.8 A completed Document Check Sheet, Exhibit B;
 - 19.1.9 All items listed in Section 17.0, Bidder Qualifications;
 - 19.1.10 Scanned copy of all documents listed in paragraph 19.1 in flash drive.
- 19.2 Failure to submit the items listed in paragraph 19.1 may be grounds for rejection of a bid as non-responsive to the specifications.

20.0 QUESTIONS

- 20.1 Questions, explanations or clarifications desired by a Vendor regarding any part of the bid must be requested in writing from the Purchasing Division on June 14, 2021 by 5:00 PM (Local Time). Interpretations, corrections or changes to the bid made in any other manner are not binding upon the City, and Vendors shall not rely on such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Agreement are not binding.
- 20.2 **IN ORDER FOR THE QUESTION TO BE ANSWERED, ALL QUESTIONS MUST BE HAND DELIVERED OR SENT BY E-MAIL TO THE ADDRESS BELOW OR FAXED TO THE TELEPHONE NUMBER BELOW AND MUST BE IDENTIFIED AS LISTED BELOW:**
- 20.2.1 Hand Delivery must be submitted to the Purchasing department.
 - 20.2.2 Email questions to: FMSPurchasingResponses@fortworthtexas.gov

Please include the bid number, name of the bid and Ashley Kadva in the subject line.

Please note, if an e-mail confirming receipt of your e-mail is not received within 1 business day, please contact City of Fort Worth Purchasing at 817-392-2462.
 - 20.2.3 Facsimile: (817) 392-8440, Attention: **Ashley Kadva and Bid NO 21-0137,**

PART - III
CITY OF FORT WORTH, TEXAS
STANDARD PURCHASING TERMS AND CONDITIONS

1.0 DEFINITION OF BUYER

The City of Fort Worth, its officers, agents, servants, authorized employees, vendors and subvendors who act on behalf of various City departments, bodies or agencies.

2.0 DEFINITION OF SELLER

The consultant, Contractor(s), supplier, Contractor(s) or other provider of goods and/or services, its officers, agents, servants, employees, vendors and subvendors who act on behalf of the entity under a contract with the City of Fort Worth.

3.0 PUBLIC INFORMATION

Any information submitted to the City of Fort Worth (the "City") may be requested by a member of the public under the Texas Public Information Act. See TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's proprietary information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released without penalty to the City.

4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall there by forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)

5.0 ORDERS

5.0 No employees of the Buyer or its officers, agents, servants, vendors or subvendors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and/or services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and emergencies pursuant to Texas Local Government Code Section 252.022(a)(1), (2), or (3). In the case of emergencies, the Buyer's Purchasing Division will place such orders.

5.1 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

6.0 SELLER TO PACKAGE GOODS

Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

PART – III**7.0 SHIPMENT UNDER RESERVATION PROHIBITED**

Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

8.0 TITLE AND RISK OF LOSS

The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES

Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's proposals. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposals or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

10.0 PLACE OF DELIVERY

The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.

11.0 RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

12.0 INVOICES

12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

12.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate upon Seller's request.

13.0 PRICE WARRANTY

13.1 The price to be paid by Buyer shall be that contained in Seller's proposals which Seller warrants to be no higher than Seller's current prices on orders by others for products and services of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the prices contained in Seller's proposals, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without any liability to Seller for breach or for Seller's actual expense. Such remedies are in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.

PART - III

- 13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting employees of an established commercial or selling agency that is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

14.0 PRODUCT WARRANTY

Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract voidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the proposal invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.

15.0 SAFETY WARRANTY

Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section 29.0 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

16.0 SOFTWARE LICENSE TO SELLER

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, non-exclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Seller, and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however Buyer may make copies of the software expressly for backup purposes.

Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.

17.0 WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY

- 17.1 The SELLER warrants that all Deliverables, or any part thereof, furnished hereunder, including but not limited to: programs, documentation, software, analyses, applications, methods, ways, and processes (in this Section each individually referred to as a "Deliverable" and collectively as the "Deliverables,") do not infringe upon or violate any patent, copyrights, trademarks, service marks, trade secrets, or any intellectual property rights or other third party proprietary rights, in the performance of services under this Agreement.
- 17.2 SELLER shall be liable and responsible for any and all claims made against the City for infringement of any patent, copyright, trademark, service mark, trade secret, or other intellectual property rights by the use of or supplying of any Deliverable(s) in the course of performance or completion of, or in any way connected with providing the services, or the City's continued use of the Deliverable(s) hereunder.

- 17.3 **SELLER agrees to indemnify, defend, settle, or pay, at its own cost and expense, including the payment of attorney's fees, any claim or action against the City for infringement of any patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from City's use of the Deliverable(s), or any part thereof, in accordance with this Agreement, it being understood that this agreement to indemnify, defend, settle or pay shall not apply if the City modifies or misuses the Deliverable(s). So long as SELLER bears the cost and expense of payment for claims or actions against the City pursuant to this section 8, SELLER shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's interest, and City agrees to cooperate with SELLER in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the City for infringement arising under this Agreement, the City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, SELLER shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give SELLER timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate SELLER's duty to indemnify the City under this Agreement. If the Deliverable(s), or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, SELLER shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the Deliverable(s); or (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the Deliverable(s); or (c) replace the Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to SELLER, terminate this Agreement, and refund all amounts paid to SELLER by the City, subsequent to which termination City may seek any and all remedies available to City under law.**

Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.

18.0 **OWNERSHIP OF WORK PRODUCT**

Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Seller acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its vendors hereby waives any property interest in such Work Product.

Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.

PART - III**19.0 NETWORK ACCESS**

The City owns and operates a computing environment and network (collectively the "Network"). If Seller requires access, whether onsite or remote, to the City's network to provide services hereunder, and the Seller is required to utilize the Internet, Intranet, email, City database, or other network application, Seller shall separately execute the City's Network Access Agreement prior to providing such services. A copy of the City's standard Network Access Agreement can be provided upon request.

20.0 CANCELLATION

Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

21.0 TERMINATION

The performance of work or purchase of goods under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work or the goods to be purchased under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of any other termination rights of Buyer as set forth herein.

22.0 ASSIGNMENT / DELEGATION

No interest, obligation or right of Seller, including the right to receive payment, under this contract shall be assigned or delegated to another entity without the express written consent of Buyer. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Prior to Buyer giving its consent, Seller agrees that Seller shall provide, at no additional cost to Buyer, all documents, as determined by Buyer, that are reasonable and necessary to verify Seller's legal status and transfer of rights, interests, or obligations to another entity. The documents that may be requested include, but are not limited to, Articles of Incorporation and related amendments, Certificate of Merger, IRS Form W-9 to verify tax identification number, etc. Buyer reserves the right to withhold all payments to any entity other than Seller, if Seller is not in compliance with this provision. If Seller fails to provide necessary information in accordance with this section, Buyer shall not be liable for any penalties, fees or interest resulting therefrom.

23.0 WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

24.0 MODIFICATIONS

This contract can be modified or rescinded only by a written agreement signed by both parties.

25.0 THE AGREEMENT

In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable proposal documents published by the Buyer and Seller's Response to such proposal (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this

Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published proposal documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

26.0 **APPLICABLE LAW / VENUE**

This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.

27.0 **INDEPENDENT CONTRACTOR(S)**

Seller shall operate hereunder as an independent Contractor(s) and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, vendors and sub-vendors. The doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, vendors and subvendors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, vendors and subvendors.

28.0 **LIABILITY AND INDEMNIFICATION.**

28.1 **LIABILITY** - SELLER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF SELLER, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

28.2 **INDEMNIFICATION** - SELLER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY (ALSO REFERRED TO AS BUYER), ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SELLER'S BUSINESS, AND ANY RESULTING LOST PROFITS) PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, AND DAMAGES FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SELLER, ITS OFFICERS, AGENTS, SUBCONTRACTOR(S), SERVANTS OR EMPLOYEES.

[Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.](#)

29.0 **SEVERABILITY**

In case any 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 of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

PART - III**30.0 FISCAL FUNDING LIMITATION**

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which funds have been appropriated without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

31.0 NOTICES TO PARTIES

Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Fort Worth, Purchasing Division, 200 Texas Street, Fort Worth, Texas 76102. Notices to Seller shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to proposals. Or if sent via express courier or hand delivery, notice is considered received upon delivery.

32.0 NON-DISCRIMINATION

This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, vendors or subvendors, have fully complied with all provisions of same and that no employee, participant, applicant, Contractor(s) or subContractor(s) has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, Contractor(s) or subvendors herein.

33.0 IMMIGRATION NATIONALITY ACT

City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Vendor shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Vendor shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor shall establish appropriate procedures and controls so that no services will be performed by any employee who is not legally eligible to perform such services. Vendor shall provide City with a certification letter that it has complied with the verification requirements required by this Agreement. Vendor shall indemnify City from any penalties or liabilities due to violations of this provision. City shall have the right to immediately terminate this Agreement for violations of this provision by Vendor.

Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.

34.0 HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS

Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

PART - III**35.0 RIGHT TO AUDIT**

Seller agrees that the Buyer, or Buyer's authorized representative, shall, until the expiration of three (3) years after final payment under this contract, and at no additional cost to Buyer, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract, including any and all records maintained pursuant to Section 31 of this Agreement. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying in accordance with the standards set forth in the Texas Administrative Code. The Buyer shall give Seller reasonable advance written notice of intended audits, but no less than ten (10) business days.

[Please see 3M Explanations/Exceptions/Qualifications table at the end of this ITB response.](#)

36.0 DISABILITY

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subvendors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subvendors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subvendors against Buyer arising out of Seller's and/or its subvendor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

37.0 DISPUTE RESOLUTION

If either Buyer or Seller has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

38.0 PROHIBITION ON CONTRACTING WITH COMPANIES THAT BOYCOTT ISRAEL

Seller acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services 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 terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. **By signing this contract, Seller certifies that Seller's signature provides written verification to the City that Seller: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

PART IV
ATTACHMENT - A
CONFLICT OF INTEREST DISCLOSURE

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Forms CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaires Form CIQ is enclosed with submittal documents. The form is also available at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with the City, state Vendor name in the # 1, use N/A in each of the areas on the form. However, a signature is required in the #7 box in all cases.

PART IV

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. 3M Company		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Not Applicable Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. Not Applicable		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity 6/22/21 Date		

PART IV

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

PART IV**ATTACHMENT – B
BIDDER'S CONTACT INFORMATION**

Bidder's Name: 3M Company
Vendor's Local Address: 3M Center, Bldg. 225-4N-14, St. Paul, MN 55144
Phone: 800-553-1380 Fax: 800-591-9293
Email: tbidgroup@mmm.com

Name of persons to contact when placing an order or billing questions:

Name/Title Customer Service team (Ordering)
Phone: 800-553-1380 Fax: 800-591-9293
Email: tcentral@mmm.com

Name/Title Katrina Schray, CIR Sr. Analyst (Billing)
Phone: 651-733-5260 Fax: 651-732-7747
Email: kschray@mmm.com

Name/Title Gini Bergstrom, Contract Administrator
Phone: 651-381-2167 Fax: 800-591-9293
Email: tbidgroup@mmm.com


Signature

Maria Paraschou
Printed Name

6/22/21
Date

PART IV

ATTACHMENT - C
CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

Section 2-14 of the Fort Worth Code of Ordinances authorizes the City Council, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the corporate limits of the City of Fort Worth and whose bid is within 3 or 5 percent of the lowest bid, depending on the value of the request and goods or services requested, if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination of price and other economic benefits to the municipality.

Requests to be considered a local business must be submitted on this form with bid packages to be considered by the City of Fort Worth. Questions should be addressed to the Purchasing staff listed in the bid or request package.

The Fort Worth City Council requires the following information for consideration of location of a bidder's principal place of business. Add additional sheets if needed to provide this information.

1. Locational Eligibility: Principal Place of Business in Fort Worth, Texas.

- a. Do you have a Fort Worth office? If yes, identify address:

No.

- b. What percentage of estimated gross company sales (worldwide) are sales originating in Fort Worth? "Originating in Fort Worth" shall mean payable at the Fort Worth office. [must exceed 50%] Not Applicable

2. Economic Development opportunities resulting from contract.

- a. Number of Fort Worth resident-employees? Not Applicable

- b. Amount of City of Fort Worth ad valorem taxes (real and business personal property) paid by company (for prior tax year — Fort Worth office or former location, if Fort Worth office is newly-established)? Not Applicable

Certification of information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

3M Company

(Company Name)

6/22/21

(Date)

(Signature)

Maria Paraschou, Sr. Proposal & Contract Manager

(Printed Name and Title)

PART IV**ATTACHMENT - D
REFERENCE SHEET**

Please complete and return this form with your bid.

The Vendor shall furnish references for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this solicitation. The City will be the sole judge of references. Please use additional sheets.

1. Company's Name City of Houston, TX
 Name of Contact John Dearmon
 Title of Contact Procurement / Buyer
 Present Address P.O. Box 1562
 City, State, Zip Code Houston, TX 77251-1562
 Telephone Number (832) 393-8744 Fax Number ()
 Email john.dearmon@houstontx.gov

2. Company's Name City of Frisco
 Name of Contact Steve Cone
 Title of Contact Senior Buyer
 Present Address 6101 Frisco Square Blvd.
 City, State, Zip Code Frisco, TX 75034
 Telephone Number (972) 292-5542 Fax Number ()
 Email scone@friscotexas.gov

3. Company's Name City of Irving
 Name of Contact Rashmi Kulkarni
 Title of Contact Purchasing / Buyer
 Present Address 835 W. Irving Blvd.
 City, State, Zip Code Irving, TX 75060
 Telephone Number (972) 721-3756 Fax Number ()
 Email rkulkarni@cityofirving.org

PART IV

ATTACHMENT – E
HOW TO REGISTER WITH THE CITY OF FORT WORTH

There are two ways that any business can bid on an event with the City of Fort Worth

1. Access <http://fortworthtexas.gov/purchasing/> and view listed Bids & Requests without registering.
2. Register to become a Bidder (A bidder is someone that wishes to start doing business with the City of Fort Worth)

To register with the City of Fort Worth please follow the below steps using Internet Explorer:

Note: if you need assistance within the system while completing registration, there is a help icon  for each section.

Step 1 – Access <http://fortworthtexas.gov/purchasing/>, use the [Supplier Information box](#) and chose [Log In with the City of Fort Worth.](#)

PeopleSoft Supplier Portal

Log In

Step 2 – On the right side in the PeopleSoft Supplier Portal – Select Registration

Step 3 – Select “Register as a Bidder” – Register Now

The field with the asterisks are required.

Step 4 – Under *Select Activity Below* – select Business or Individual

Step 5 – Under *Unique ID(W-9/TIN Identification Number)& Company Profile:*

Enter the following:

- a) W-9/TIN Number - no dashes
- b) Legal Entity Name – Generally found on line 1 of your W-9. This name must matched your W-9/TIN number and be registered with the IRS. To list a DBA use the additional name field.

Step 6 – Under *Profile Questions*

*******These fields are not text fields*******

Complete the following questions by using the calendar and magnifying glass accordingly for each question. If you are not certain, please answer to the best of your knowledge.

PART IV

Step 7 – Under *Standard Industry Codes* (These codes will be used by the City to notify you for purchasing opportunities so please choose as many categories that are associated with your company to ensure you will receive these)

Select the following:

- a) SIC Code Type – Use dropdown and select UNSPSC
- b) Category Code – Select magnifying glass
- c) Lookup Category Code – Under SIC Code Type – Description change “*Begins With*” to “*Contains*” and input a key word that would be associated to your company’s business. This will give you a listing of the categories the City has to choose from.

**** TIP: The search is recommended to use the “contains field”, in order to search all category codes associated with your business. These are broad categories****

Step 8 – Under *Primary Address* – Complete the following:

- a) Country
- b) Address Lines
- c) City
- d) County
- e) Postal
- f) State
- g) Email ID (Email Address)

Step 9 – Under *Other Addresses* – Check any other addresses that correspond to your business needs, such as if you use a different remit to address from your primary address.

Step 10 – Under *Company Contacts* – Select the Add Contact, Primary Contact – Enter the following:

- a) First Name
- b) Last Name
- c) Title – Current Job Title
- d) Email ID – Email Address
- e) Telephone
- f) Fax

PART IV

- g) Contact Type (not a text field, please use the drop down to select)

Step 11 - Under *User Profile Information* – Enter the following

- a) Requested User ID – Create a Username
Please do not use special characters in the username such as &,#,\$.
- b) Enter Description – Current Job Title
- c) Language Code
- d) Time Zone
- e) Currency Code

Step 12 – Review email address - Under *Terms and Conditions* – Select the Terms and Agreement Hyperlink - Select the box to accept the Terms

Step 13 – Click Submit

PART IV**ATTACHMENT F****AUTOMATED INVOICE PROCESSING**

Go live date: 10/28/2019		Go live date: 7/1/2020	
PHASE 1		PHASE 2	
Business Unit #	Department	Business Unit #	Department
FW013	FINANCIAL MANAGEMENT SERVICES	FW055	AVIATION
FW004	INFORMATION TECHNOLOGY	FW002	CITY MANAGERS OFFICE
		FW011	CITY SECRETARY
		FW007	COMMUNICATION & PUBLIC ENGAGEMENT
		FW008	DIVERSITY & INCLUSION
		FW003	PLANNING & DATA ANALYTICS
		FW021	PROPERTY MANAGEMENT

Go live date: 3/1/2021		Go live date: 5/1/2021		Go live date: 8/1/2021	
PHASE 3		PHASE 4		PHASE 5	
Business Unit #	Department	Business Unit #	Department	Business Unit #	Department
FW023	CODE COMPLIANCE	FW012	CITY ATTORNEY	FW020	TRANSPORTATION & PUBLIC WORKS
FW017	ECONOMIC DEVELOPMENT	FW010	CITY AUDITOR	FW060	WATER
FW036	FIRE	FW014	HUMAN RESOURCES		
FW084	LIBRARY	FW019	NEIGHBORHOOD SERVICES		
FW038	MUNICIPAL COURTS	FW080	PARK & RECREATION		
FW035	POLICE	FW006	DEVELOPMENT SERVICES		
		FW025	PUBLIC EVENTS		

Effective "Go live date" for each department stated above, send invoices electronically to our centralized Accounts Payable department invoice email address: supplierinvoices@fortworthtexas.gov. This email address is not monitored so please do not send correspondence to this email address. The sole purpose of the supplier invoices email address is to receipt and process supplier invoices.

Please include the following on the subject line of your e-mail: vendor name, invoice number, and PO number, separated by an underscore (ex: Example, Inc._123456_FW013-0000001234)

PART IV

To ensure the system can successfully process your invoice in an expedient manner, please adhere to the following requirements:

- All invoices must be either a PDF or TIFF format.
- Image quality must be at least 300 DPI (dots per inch).
- Invoices must be sent as an attachment (i.e. no invoice in the body of the email).
- One invoice per attachment (includes PDFs). Multiple attachments per email is acceptable but each invoice must be a separate attachment.
- Please do not send handwritten invoices or invoices that contain handwritten notes.
- Dot matrix invoice format is not accepted.
- The invoice must contain the following information:
 - Supplier Name and Address;
 - Remit to Supplier Name and Address, if different;
 - Applicable City Department business unit# (i.e. FW013)
 - Complete City of Fort Worth PO number (i.e. the PO number must contain all preceding zeros);
 - Invoice number;
 - Invoice date; and
- Invoices should be submitted after delivery of the goods or services.

*****To prevent invoice processing delays, please do not send invoices by mail and email and please do not send the same invoice more than once by email to supplierinvoices@fortworthtexas.gov*****
To check on the status of an invoice, please contact the City Department ordering the goods/services or the Central Accounts Payable Department by email at: ZZ_FIN_AccountsPayable@fortworthtexas.gov.

If you are unable to send your invoice as outlined above at this time, please send your invoice to our centralized Accounts Payable department instead of directly to the individual city department. This will allow the city staff to digitize the invoice for faster processing.

If electronic invoicing is not possible, you may send your paper invoice to:

City of Fort Worth
 Attn: FMS Central Accounts Payable
 200 Texas Street
 Fort Worth, Texas, 76102

The city's goal is to receive 100% of invoices electronically so that all supplier payments are processed efficiently. To achieve this goal, we need your support!

If you have any questions, please contact the Accounts Payable team at (817) 392-2451 or by email to ZZ_FIN_AccountsPayable@fortworthtexas.gov.

PART IV**ATTACHMENT – G
NO BID SHEET**

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

Ashley Kadva, Buyer
Purchasing Division
City of Fort Worth, 200 Texas Street
Fort Worth, Texas 76102
Fax No. 817-392-8440
E-mail address: **FMPurchasingResponses@fortworthtexas.gov**

Please check the items that apply:

- ☐ Do not sell the item(s) required.
- ☐ Cannot be competitive.
- ☐ Cannot meet the Specifications highlighted in the attached Bid.
- ☐ Cannot provide Insurance required.
- ☐ Cannot provide Bonding required.
- ☐ Cannot comply with Indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City.
- ☐ Other reason.

Company Name:

Authorized Officer or Agent Signature:

Telephone: (____) _____ FAX Number: (____) _____

PART IV

ATTACHMENT – H
DETAILED SCOPE OF SERVICES/SPECIFICATIONS

1.0 INTENT

- 1.1 The intent of these specifications is to describe the minimum requirements for Sign sheeting for the City of Fort Worth's Transportation and Public Works Department.

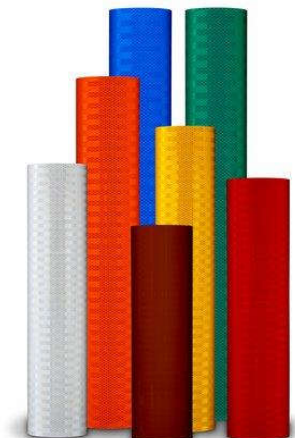
2.0 SPECIFICATIONS

- 2.1 The successful bidder, hereinafter "Vendor", shall provide sign sheeting material for the City of Fort Worth's Transportation and Public Works Department.
- 2.2 3M™ ElectroCut™ Film 1170C Clear



Attribute Name	Value
Adhesive Type	Pressure-sensitive, Pressure-sensitive, Solvent free
Application	Non-regulated & Commercial Signs, Traffic Signs
Application Instructions	See Product Bulletin
Availability	Non-Standard
Brand	ElectroCut™
Imaging Method	Electronic Cut
Liner	Yes
Overall Length (Imperial)	50 yard (yd)
Overall Length (Metric)	46 meter (m)
Overall Width (Imperial)	30 inch (in)
Overall Width (Metric)	0.76 m
Performance Level	High Intensity Prismatic
Product Color	Transparent
Saleable Unit	Rolls
Substrate	Weather-Resistant Surfaces

2.3 3M™ High Intensity Prismatic Reflective Sheeting 393

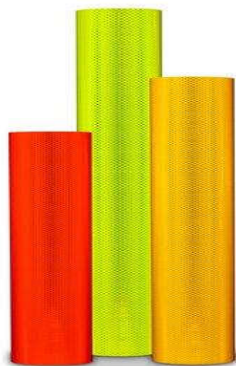


Attribute Name	Value
Adhesive Type	Pressure-sensitive, Solvent free
Application	Construction work zones, Non-critical traffic signs, Non-regulated & Commercial Signs, Regulated Rigid Traffic Signs, Traffic Signs
Application Instructions	See Product Bulletin
Availability	Non-Standard, Standard
Brand	3M™
Color Family	Blue, Brown, Orange, Red, White, Yellow
Construction	Microprismatic, Truncated Prismatic
Dimensions	1 in x 50 yd (25.4 millimeter (mm) x 45.72 m), 1.22 m x 45.7 m, 12 in x 50 yd (304.8 mm x 45.72 m), 12.75 in x 100 yd (323.9 mm x 91.4 m), 18 in x 50 yd (457.2 mm x 45.72 m), 2 in x 50 yd (50.8 mm x 45.72 m), 24 in x 50 yd (609.6 mm x 45.72 m), 30 in x 50 yd (762 mm x 45.72 m), 36 in x 50 yd (914.4 mm x 45.72 m), 48 in x 50 yd (1219.2 mm x 45.72 m), 6 in x 50 yd (152.4 mm x 45.72 m), Configurable
Durability	10 years
For Use On	Aluminum, Plywood, Wood
Imaging Method	Digital Print, Overlay / Electrocut Films, Screen Print
Liner	Yes
Mark	Single European Mark (SEM)
National Stock Number	9390001655988
Overall Length (Imperial)	100 yd, 50 yd
Overall Length (Metric)	45.7 m, 45.72 m, 91.44 m
Overall Width	1 in, 12 in, 12.75 in, 18 in, 2 in, 24 in, 3 in, 30 in, 36 in, 48 in, 6 in, 8 in, 9 in

(Imperial)

Overall Width (Metric)	1.22 m, 1219.2 mm, 152.4 mm, 203.2 mm, 228.6 mm, 25.4 mm, 304.8 mm, 323.85 mm, 457.2 mm, 50.8 mm, 609.6 mm, 76.2 mm, 762 mm, 914 mm, 914.4 mm
Performance Features	Retroreflective
Performance Level	High Intensity Grade, High Intensity Prismatic
Product Color	Blue, Brown, Green, Orange, Red, White, Yellow
Saleable Unit	Rolls, Rouleau
Size	Miscellaneous Sizes, Sheets
Specifications Met	ASTM (American Society for Testing and Materials) D4956 Type III, ASTM D4956 Type IV, ASTM Type III, ASTM Type IV, EN 12899-1:2007 Type RA2 / ETA R2
Substrate	Aluminum, Metal

2.4 3M™ Diamond Grade™ DG³ Reflective Sheeting Series 4080



Attribute Name	Value
Adhesive Type	Pressure-sensitive, Solvent free
Application	Regulated Rigid Traffic Signs
Application Instructions	See Product Bulletin
Availability	Non-Standard, Standard
Brand	Diamond Grade™
Color Family	Orange, Yellow
Construction	Full-cube prismatic, Microprismatic
Durability	10 years
For Use On	Aluminum, Plywood
Imaging Method	Digital Print, Overlay / Electrocut Films, Screen Print
Liner	Yes
Overall Length (Imperial)	10 yd, 50 yd
Overall Length (Metric)	45.72 m, 9.144 m
Overall Width (Imperial)	24 in, 30 in, 36 in, 48 in
Overall Width (Metric)	1219.2 mm, 609.6 mm, 762 mm, 914.4 mm
Performance Level	Diamond Grade

Performance Tier	DG3
Product Color	Fluorescent Orange, Fluorescent Yellow, Fluorescent Yellow Green
Saleable Unit	Rolls
Size	Sheets
Specifications Met	ASTM D4956 Type IX, ASTM D4956 Type XI, ASTM D4956 Type XI, CWZ
Substrate	Aluminum

2.5 3M® Diamond Grade™ DG³ Reflective Sheeting 4090 White



Attribute Name	Value
Adhesive Type	Pressure-sensitive, Solvent free
Applications	Regulated Rigid Traffic Signs
Availability	Standard
Brand	Diamond Grade™
Construction	Full-cube prismatic, Microprismatic
Imaging Method	Digital Print, Overlay / Electrocut Films, Screen Print
Liner	Yes
Overall Length (Metric)	45.72 m
Overall Width (Metric)	914.4 mm
Performance Level	Diamond Grade
Product Code	4090
Product Color	White
Product Series	4090
Substrates	Aluminum

2.6 3M™ Crystal Glass Finishes 7725SE-314, Dusted Crystal

Attribute Name	Value
Adhesive Color	Clear
Adhesive Content	Solvent acrylic
Adhesive Type	Pressure-sensitive
Application	Interior windows/Glass surfaces
Application Method	Wet
Application Surface	Flat
Backing	Acrylic Pressure Sensitive Adhesive
Brand	3M™
Certifications	Class A - ASTM E84 Fire Classification
Cleaning	Water-based
Color Family	White
Design Pattern	Dusted
Digitally Cuttable	Customer Test & Approve
Family	Etched Glass Films
Film Thickness	3.2 Mil
Film Type	Cast
LEED Points	Yes
Line	Crystal Glass Finishes
Material	Polyvinyl Chloride (PVC)
Material Type	Vinyl
Opacity	Translucent
Overall Length (Imperial)	50 yd
Overall Length (Metric)	45.72 m
Overall Thickness (Imperial)	3.2 mil
Overall Width (Imperial)	48 in
Overall Width (Metric)	1220 mm
Performance Level	Premium
Printable	Customer Test & Approve
Product Color	White
Product Usage	Interior
Removability	Removable with heat/adhesive remover
Service Temperature	-29°C to +80°C
Shading Coefficient (%)	0.93
Show in Sample Database	Yes
Substrate Type	ABS, Glass, Paint, PMMA, Polycarbonate
Surface Finish	Matte
Surface Type	Flat
Thickness (film)	50 µm
Visible Light Reflectance (%)	79
Visible Light Transmittance	85

2.7 3M™ Clear Transfer Tape TPM5 Roll/Carton



Attribute Name		Value
Adhesive Type		Rubber
Application		Non-regulated & Commercial Signs, Traffic Signs
Application Instructions		See Product Bulletin
Brand		3M™
Overall Length (Imperial)		100 yd
Overall Length (Metric)		91 m
Overall Width (Imperial)		12 in, 18 in, 24 in, 30 in, 36 in, 48 in, 6 in, 9 in
Overall Width (Metric)		1219.2 mm, 152.4 mm, 228.6 mm, 304.8 mm, 457.2 mm, 609.6 mm, 762 mm, 914.4 mm
Saleable Unit		Package, Rolls

EXHIBIT A
QUESTIONNAIRE

This form will be used to help us evaluate the company's responsibility to provide a full and complete bid according to the specifications and requirements of this bid.

You may use additional pages if needed.

1. What date was your company established?

3M was founded in July 1902, and incorporated in June 1929.

2. Can you provide examples of both positive and negative feedback from customers and/or positive and negative reviews?

3M Company is a publicly traded, Fortune 500 company with \$32.2B in sales and more than 94,000 employees worldwide (2020), operating across 23 business units on 51 technology platforms. It would not be feasible to provide positive/negative customer feedback due to the wide-range of product and service offerings.

3. What is the estimated turn-around time from when you receive a purchase order?

Stock product ships within 7-10 days, while standard product ships typically 20-30 days ARO.

4. Does your company have a website? If so, please list.

www.3M.com

5. Should there be a delay in fulfilling a purchase order, what is the process to resolve such issue?

At the time of order placement, 3M's customer service team confirms item availability and notifies the customer of estimated time of arrival.

EXHIBIT B**ITB 21-0137 Sign Sheeting****Document Check Sheet**

Use this sheet to ensure all required documents have been submitted.

Mark whether or not the document is included and which page number in the appropriate columns.

The document check sheet is a required document. Failure to submit this document check sheet will result in being deemed as non-responsive.

Document Title	Is the item included in the bid submitted? Yes/No	Bid Submittal Page Number
A completed and signed original City of Fort Worth Bid offer	Yes	page 8
A completed and signed original price proposal	Yes	page 9-10
A completed and signed original Conflict of Interest Questionnaire, Attachment A	Yes	page 35
A completed and signed Bidder's Contact Information Form, Attachment B	Yes	page 37
A completed Consideration of Location of Bidder's Principle Place of Business, Attachment C	Yes	page 38
A completed Reference Sheet, Attachment D	Yes	page 39
A completed and signed Exhibit A, Questionnaire	Yes	page 52
Completed Document Check Sheet	Yes	page 53

CERTIFICATE OF INTERESTED PARTIESAttachment 3
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:
2021-768398

Date Filed:
06/17/2021

Date Acknowledged:

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

3M Company
St. Paul, MN 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 Fort Worth

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 Number: ITB 21-0137
Supply Sign Sheeting Material per the Invitation To Bid.

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

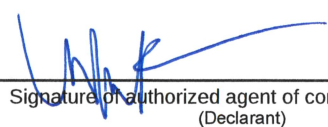
5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Maria Paraschou, and my date of birth is 10/13/1975.

My address is 3M Center, Bldg 225-4N-14, St. Paul, MN, 55144, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Ramsey County, State of Minnesota, on the 22nd day of June, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



3M Transportation Safety Division

3M Center, Bldg 225-4N-14
St. Paul, MN 55144-1000
(800)553-1380 Office
(800)591-9293 Fax

Attachment 3

June 22, 2021

City of Fort Worth
Financial Management Services
Finance – Purchasing
200 Texas Street (Lower Level, South)
Fort Worth, TX 76102

Regarding: ITB 21-0137, Part II, Bidder Qualifications, Section 17.0

Dear Ms. Ashley Kadva,

3M is a leading technology company in business for more than 100 years with 94,000 employees worldwide (2020). We operate in more than 70 countries and serve customers in nearly 200 countries, with \$32.2 billion in annual sales. 3M has business relationships with all 50 U.S. state Departments of Transportation and with Road and Transportation Authorities worldwide.

3M is a publicly held Fortune 500 company headquartered in Saint Paul, Minnesota. It is one of 30 stocks comprising the Dow Jones® Industrial Average and is a component of the S&P 500® Index. Our ticker symbol is MMM.

A copy of 3M's Annual Report is available online.

<https://investors.3m.com/ir-home/default.aspx>

3M Transportation Safety Division, a division of 3M Company, is duly qualified and capable to fulfill and abide by the requirements of the above referenced bid. 3M is able to secure and perform the services within the delivery requirements specified.

Please see corresponding Attachment D with references, per the bid requirements.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Maria Paraschou', with a long horizontal flourish extending to the right.

Maria Paraschou
Sr. Proposal & Contract Manager
tbidgroup@mmm.com

Item	Document Description	Section Description	Page Number	3M's Explanations/Exceptions/Qualifications
1	Part II. Scope of Services/Specifications	1.0 Scope, 1.3	11 of 47	For clarification, 3M presumes that this language also includes products sales, since 3M is not selling any services. In the event additional product(s) of the same general category that could have been encompassed in the award of this Agreement, that are not already on the Agreement may be added based on the following: a. non-contract products will be offered discounted pricing based on our current commercial price list (aka price sheet) that accompanies this bid; b. additional products may be given similar discounts to products on the current bid, but not necessarily identical discounting.
2	Part II. Scope of Services/Specifications	Section 6. Unit Price Adjustment	12 of 47	3M proposes at its discretion widely accepted industry indices, either PPI or CPI, as a basis to calculate any cost increases.
3	Part II. Scope of Services/Specifications	8.0 Insurance Requirements, 8.2.2	13-14 of 47	3M's Risk Management program provides insurance coverage for 3M Company and its employees and does not insure third parties. Accordingly, insurance provided by 3M does not provide coverage for Independent Contractors.
4	Part II. Scope of Services/Specifications	8.0 Insurance Requirements, 8.2.5: 30 day notice of cancellation, etc.	13 of 47	Due to the volume of contracts, we are unable to provide notice in the event of cancellation, non-renewal or material change. However, should any applicable policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy revisions.
5	Part II. Scope of Services/Specifications	8.0 Insurance Requirements, 8.2.6 & 9.0 Additional Insured Requirements	14-15 of 47	3M will only be supplying product and not performing maintenance and services. Therefore, 3M does not typically provide under these circumstances additional insured status.
6	Part II. Scope of Services/Specifications	9.0 Additional Insurance Requirements, 9.7 Workers Compensation, Waiver of Subrogation	15 of 47	Since 3M is not offering services, therefore workers compensation is not applicable and 3M will not waive subrogation providing rights of recovery in favor of the City.

Item	Document Description	Section Description	Page Number	3M's Explanations/Exceptions/Qualifications
7	Part II. Scope of Services/Specifications	9.0 Additional Insurance Requirements, 9.11	15 of 47	Except for the limited remedy stated in the product bulletin(s), and except to the extent prohibited by applicable law, 3M will not be liable for any loss or damage arising from or related to the 3M product, whether direct, indirect, special, incidental, or consequential (including, but not limited to, lost profits or business opportunity), regardless of the legal or equitable theory asserted, including, but not limited to, warranty, contract, negligence, or strict liability.
8	Part II. Scope of Services/Specifications	13.0 Delivery, 13.2 Accelerate delivery: extenuating circumstances, no additional cost.	15 of 47	Due to the volume of contracts and products shipping, we are unable to guarantee accelerated delivery in extenuating circumstances at no additional cost to City of Fort Worth. However, we will endeavor to process orders quickly, ship product when available, and ship by best method. Orders requiring expedited/express/air shipping may incur additional charges/fees. As detailed on Exhibit A, stock product ships within 7-10 days, standard product is 20-30 days delivery ARO.
9	Part II. Scope of Services/Specifications	14.0 Warranty	16 of 47	3M will provide its standard warranty for the material provided under this contract. The warranty is contained in 3M's product bulletins which accompany this bid response.
10	Part III. City of Fort Worth, Texas Standard Purchasing Terms and Conditions	13.0 Price Warranty	21 of 47	The pricing that 3M Company offers is based on the contract's other terms such as length of a contract, the breadth of products covered, the size of the sales opportunity and many other market factors. In this instance, 3M will offer competitive pricing based on these factors but is not necessarily offering the lowest prices for each item. Because governments generally impose significantly different contract terms and such terms and conditions are not comparable to each other or to 3M's commercial terms, 3M cannot guarantee the lowest pricing in all instances.

Item	Document Description	Section Description	Page Number	3M's Explanations/Exceptions/Qualifications
11	Part III. City of Fort Worth, Texas Standard Purchasing Terms and Conditions	14.0 Product Warranty	22 of 47	3M will provide its standard warranty for the material provided under this contract. The warranty is contained in 3M's product bulletins which accompany this bid response.
12	Part III. City of Fort Worth, Texas Standard Purchasing Terms and Conditions	16.0 Software License to Seller	22 of 47	3M is only selling product and no software. Therefore, this clause is not applicable.
13	Part III. City of Fort Worth, Texas Standard Purchasing Terms and Conditions	17.0 Warranty Against Infringement of Intellectual Property (17-17.3) & 18.0 Ownership of Work Product	22-23 of 47	Since 3M is providing commercially available products, there is no need or reason for a transfer of rights. 3M proposes the following alternative language: Contractor owns all intellectual property that is part of the Deliverables prior to the effective date of this Agreement, including patents, know-how, and copyrights. Neither Contractor nor the City of Fort Worth plan to incorporate any patentable subject matter into the Deliverables after the effective date of this Agreement. Except as noted subsequently in this paragraph, Contractor hereby grants the City of Fort Worth a perpetual, irrevocable, non-exclusive license to any intellectual property contained in the Deliverables <i>limited to the use</i> of any tangible Deliverables according to their intended purpose ("IP License"). The IP License shall be void and null if the City of Fort Worth fails to submit payment for the Deliverables according to the provisions of this Agreement.
14	Part III. City of Fort Worth, Texas Standard Purchasing Terms and Conditions	28.0 Liability and Indemnification, 28.2 Indemnification	25 of 47	3M proposes the language be replaced with, "3M agrees to defend, indemnify and hold harmless the City of Fort Worth, its officers and employees from third party claims, damages, losses or causes of action resulting directly from 3M's negligent acts in connection with products sold under a resultant contract."

Item	Document Description	Section Description	Page Number	3M's Explanations/Exceptions/Qualifications
15	Part III. City of Fort Worth, Texas Standard Purchasing Terms and Conditions	33.0 Immigration Nationality Act	26 of 47	3M Company complies with federal immigration laws and regulations and does not knowingly employ improperly documented or undocumented aliens. However, 3M has been in existence since 1902 and as a global, Fortune 500 Company with nearly \$32.2B in 2020 sales and over 90,000 employees worldwide, 3M cannot state with certainty whether each individual employed in the U.S. is properly documented. On January 2, 2008, 3M began participating in the E-Verify program in compliance with federal and state immigration laws and regulations. Since that date, 3M has verified the identity and employment authorization of individuals hired and/or rehired for employment in the United States. 3M includes this information on Form I-9 for each individual hired and/or rehired and submits the Form I-9 information to the E-Verify program.
16	Part III. City of Fort Worth, Texas Standard Purchasing Terms and Conditions	35.0 Right to Audit	27 of 47	3M will agree to certain audits relating to the contract and respectfully requests the following language to be added to this paragraph: "The records and documents subject to audit do not include the disclosure of the Contractor's manufacturing costs, processes or any other proprietary information. These records and any and all copies remain the property of the Contractor. Subject to State of Texas and/or City of Fort Worth disclosure laws, state and/or local representatives who review the records will maintain strict confidentiality of these records and disclose such records only to those employees, officers and agents of the state/local agencies who are required to review these records in connection with this Agreement."

3M Company Government Contracts Power of Attorney

By the authority granted the undersigned by the Corporate Secretary, the individuals listed below are hereby appointed as 3M's or its designated subsidiaries, true and lawful attorneys-in-fact for it, and its name, for commercially available products and services and government unique products and services for which 3M or its designated subsidiaries will be a prime contractor, subcontractor or higher tier subcontractor to any federal, state or municipal governmental agency in the United States ("Government Contracts"), to perform acts specified on behalf of this Corporation.

Except as provided below, authority is granted to submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, certifications, representations and warranties, and documents related thereto for Government Contracts; however, this authority does not include (a) research and development services;** (b) executing country of origin certifications*****; or (c) any other authority that is not expressly granted in this document. 3M executives (Vice President, General Manager, etc.)*, have authority to sign on behalf of their respective Business Unit/staff function, through 3M's Director of Government Contract Compliance sub delegation authority. Authority for the individuals below is limited to the specific Business Unit or staff function indicated and such authority may not be subdelegated.

<u>3M Unitek Corporation</u> Gregg, Shawn McCloskey, Molly <u>Advanced Materials Division</u> Davis, Scott Hanson, Scott Lockhart, Bruce Morin, Eric Race, Robert Utley, Elizabeth Ward, Charles <u>Aearo Technologies LLC.</u> Hinko, David <u>Automotive and Aerospace Solutions Division</u> <i>see Government Marketing-Sales</i> <u>Display Materials & Systems Division</u> Summers, Micki <u>Electrical Markets Division</u> Disanayaka, Bimsara Goldberg, Craig Irwin, Mike James, Brent	<u>Electronics Materials Solutions Division</u> Anderson, Kevin <u>Food Safety Department</u> <i>see Government Marketing-Sales</i> (Federal Only) <u>Government R&D Contracts Department**</u> Kays, Steven*** Martinez, Rita <u>3M Health Information Systems</u> Garrison, Garri Guyton, Elizabeth Hong-Larsen, Sally Mathison, John Pedicord, Kyle Smith, Andrea Stadther, Joseph <u>Industrial Adhesives & Tapes Division</u> <i>see Government Marketing-Sales</i> (FSS Contracts Only)	<u>Industrial Mineral Products Division</u> Erickson, Scott <u>Medical Solutions Division</u> McDonald, Michael Dickson, Diana <u>Oral Care Solutions Division</u> Gregg, Shawn McCloskey, Molly McDonald, Michael <u>Personal Safety Division</u> Tabatha Williams (Scott Safety only) <u>Separation & Purification</u> Towne, Richard <u>Stationery & Office Supplies Division</u> <i>see Government Marketing-Sales</i> (FSS Contracts Only) <u>Transportation Safety Division</u> Do, Thanh-Huong**** Frampton, Steven Paraschou, Maria Seputis, Julie**** Trac, Phu****
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Authority Applies to any Business Unit or Staff Function		
<u>Global Channel Services</u> Constantine, Lauri <u>U.S. Pacific Branches</u> Mathers, Stephanie Kawasaki, Heidi	<u>Government Marketing-Sales</u> Weller, Greg Audette-Williams, Michelle	<u>Government Contract Compliance</u> Bordas, Rich Carr, Terrance Horwitz, Charles Robinette, Thomas

*****Authority to Make Country of Origin Certifications
<u>Trade Compliance Department</u> Bottoms, Paul Schultz, Anne LaMere, Pierre Schmitz, Jamie

For all appointments, authority may be withdrawn or modified at any time, including upon an individual's change in responsibility.

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M.

By: Charles Horwitz

Charles Horwitz
Vice President, Government Contract Compliance
3M Company

Date 5/27/2021

* 3M executives may assign attorney-in-fact authority to their respective business personnel, upon successful completion of Government Contract Compliance Power of Attorney training.

** Authority is delegated by 3M's Senior Vice President, Research and Development, and Chief Technology Officer, to the Vice President, Research and Development, for their respective 3M Business Groups, and to certain specified employees in Government Research & Development Contracts, to execute proposals, contracts, subcontracts (including certifications, representations and warranties to comply with certain laws and regulations) for government R&D services.

*** Authority includes AFRL TIA and Phase 2 activities for N95 lines for contract modifications.

**** Authority expressly limited to executing Certificates of Conformance.

***** Authority limited to include only Country of Origin Certifications.



CERTIFICATE OF LIABILITY INSURANCE

Attachment 3
DATE (MM/DD/YYYY)
02/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED 3M Company 3M Insurance Department Bldg 224-5S-29 St. Paul, MN 55144	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Old Republic Insurance Company	24147														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W20097293
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			MWZY 315305	03/01/2020	03/01/2023	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MWTB 315303	03/01/2020	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	N/A	MWC309963-21	03/01/2021	03/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Est. J. How</i>
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2021 Sign Fabricator Price Quick Reference Guide

3M™ Transportation Safety Division

Effective 1/1/2021 - **7/1/2021**

Stated pricing is for reference only, and not exact price

For exact prices, refer to 2021 Price Listing Page (MS Excel Workbook)

Revised: 8 Oct 2020

Diamond Grade Sheeting	List Price	16% Discount	Unit
3M™ Diamond Grade™ DG ³ Sheeting, Series 4090	\$4.61	\$3.87	sq. ft.
3M™ Diamond Grade™ DG ³ Sheeting, 4058 Purple	\$6.84	\$5.74	sq. ft.
3M™ Diamond Grade™ DG ³ Digital Sheeting, Series 4090DS	\$4.61	\$3.87	sq. ft.
3M™ Diamond Grade™ DG ³ Translucent Sheeting, 4090T	\$9.39	\$7.89	sq. ft.
3M™ Diamond Grade™ Fluorescent DG ³ Sheeting, Series 4081/83	\$4.79	\$4.02	sq. ft.
3M™ Diamond Grade™ Fluorescent Orange DG ³ Sheeting, Series 4084	\$4.79	\$4.02	sq. ft.
3M™ Diamond Grade™ VIP Sheeting, Series 3990	\$3.59	\$3.02	sq. ft.
3M™ Diamond Grade™ Fluorescent VIP Sheeting, Series 3981/83	\$3.76	\$3.16	sq. ft.
3M™ Diamond Grade™ Fluorescent Orange Work Zone Sheeting, Series 3924S	\$3.52	\$2.96	sq. ft.
3M™ Diamond Grade™ DG ³ Barricade Sheeting, 444/446	\$4.81	\$4.04	sq. ft.
Conspicuity	List Price	16% Discount	Unit
3M™ Diamond Grade™ Conspicuity Marking - Series 983	\$4.10	\$3.44	sq. ft.
3M™ Diamond Grade™ Conspicuity Marking - Series 973	\$4.15	\$3.49	sq. ft.
3M™ Flexible Prismatic Conspicuity Marking - Series 913	\$2.25	\$1.89	sq. ft.
High Intensity Prismatic Sheeting	List Price	16% Discount	Unit
3M™ High Intensity Prismatic Sheeting, Series 3930	\$1.88	\$1.58	sq. ft.
3M™ High Intensity Prismatic Digital Sheeting, Series 3930DS	\$1.88	\$1.58	sq. ft.
3M™ High Intensity Prismatic Sheeting, 3934 Orange	\$1.88	\$1.58	sq. ft.
3M™ Flexible Prismatic Barricade Sheeting, 3334/3336	\$2.14	\$1.80	sq. ft.
3M™ Flexible Prismatic Barricade Sheeting, 3326	\$2.14	\$1.80	sq. ft.
Engineer Grade Sheeting	List Price	16% Discount	Unit
3M™ Advanced Flexible Engineer Grade Sheeting, Series 7310	\$1.20	\$1.01	sq. ft.
3M™ Engineer Grade Prismatic Sheeting, Series 3430	\$1.18	\$0.99	sq. ft.
3M™ Engineer Grade Sheeting, Series 3200	\$1.51	\$1.27	sq. ft.
3M™ Advanced Flexible Engineer Grade Barricade Sheeting, Series 7334/36	\$1.21	\$1.01	sq. ft.
Films	List Price	16% Discount	Unit
3M™ Premium Protective Overlay Film, 1160	\$2.38	\$2.00	sq. ft.
3M™ Premium Protective Overlay Film, 1160A	\$2.22	\$1.86	sq. ft.
3M™ ElectroCut™ Film, 1170 Clear	\$0.97	\$0.81	sq. ft.
3M™ ElectroCut™ Film, Series 1170 (Non Punched)	\$1.47	\$1.24	sq. ft.
3M™ Clear Transfer Tape TPM-5	\$0.43	\$0.36	sq. ft.
Slip Sheeting	List Price	16% Discount	Unit
SCW568N Slip Sheeting (Roll)	\$0.05	\$0.04	sq. ft.
SCW568N Slip Sheeting (Cut Sheets)	\$0.09	\$0.07	sq. ft.

2021 Sign Fabricator Price Quick Reference Guide

3M™ Transportation Safety Division

Effective 1/1/2021 - ~~7/1/2021~~

Stated pricing is for reference only, and not exact price

For exact prices, refer to 2021 Price Listing Page (MS Excel Workbook)

Revised: 8 Oct 2020

3M™ Process Color Series 880I/N & 890	List Price	16% Discount	Unit
880I Toner (clear)	\$32.02	\$26.90	gallon
882I / 882N Traffic Sign Red	\$74.16	\$62.29	gallon
883I / 883N Blue	\$74.16	\$62.29	gallon
884I / 884N Yellow	\$97.50	\$81.90	gallon
885I / 885N Black (opaque)	\$37.07	\$31.14	gallon
886I / 886N Orange	\$99.44	\$83.53	gallon
887I Brown	\$99.44	\$83.53	gallon
888I / 888N Green	\$74.16	\$62.29	gallon
891I Clear Thinner	\$20.15	\$16.92	gallon
711N Thinner	\$19.75	\$16.59	gallon
892I Flow Additive	\$16.86	\$14.16	8 oz. can
893I Violet	\$99.44	\$83.53	gallon
894I Lemon Yellow	\$99.44	\$83.53	gallon
895I Magenta	\$107.13	\$89.99	gallon
3M™ Process Color 990	List Price	16% Discount	Unit
990-00 Process Toner	\$34.28	\$28.80	gallon
990-03 Blue	\$74.16	\$62.29	gallon
990-04 Yellow	\$99.44	\$83.53	gallon
990-05 Black	\$37.07	\$31.14	gallon
990-06 Orange	\$99.44	\$83.53	gallon
990-07 Brown	\$99.44	\$83.53	gallon
990-08 Green	\$74.16	\$62.29	gallon
990-10 Dark Blue	\$74.16	\$62.29	gallon
990-12 Stop Sign Red	\$74.16	\$62.29	gallon
990-13 Violet	\$99.44	\$83.53	gallon
990-14 Lemon Yellow	\$99.44	\$83.53	gallon
990-15 Magenta	\$99.44	\$83.53	gallon
991 Thinner/Retarder	\$24.47	\$20.56	gallon
T-11A Thinner	\$24.47	\$20.56	gallon

2021 Pavement Marking Price Quick Reference Guide

3M™ Transportation Safety Division

Effective 1/01/2021 - 7/1/2021

Stated pricing is for reference only, is not necessarily an exact price, and does not include markups for formats. For exact prices, please refer to bCom price pages and files. If your organization does not have access to bCom, please contact your customer service representative.

Revised: 6 November 2020

3M™ Stamark™ High Performance Tape Series 380 Products (Non-linered)	List Price	16% Discount	Unit
3M™ Stamark™ All Weather Tape Series A380AW, White & Yellow	\$8.91	\$7.48	sq. ft.
3M™ Stamark™ High Performance Tape Series A380IES, White & Yellow	\$8.91	\$7.48	sq. ft.
3M™ Stamark™ High Performance Tape Series 380 Products (Linered)	List Price	16% Discount	Unit
3M™ Stamark™ All Weather Linered Tape Series L380AW, White & Yellow	\$9.47	\$7.95	sq. ft.
3M™ Stamark™ High Performance Linered Tape Series L380IES, White & Yellow	\$9.47	\$7.95	sq. ft.
3M™ Stamark™ High Performance Tape L380IES, White, Symbols/Legends	various	various	per package
3M™ Stamark™ High Performance Contrast Tape Series 380 Products (Non-linered)	List Price	16% Discount	Unit
3M™ Stamark™ All Weather Contrast Tape Series 380AW-5, White & Yellow	\$9.78	\$8.21	sq. ft.
3M™ Stamark™ High Performance Contrast Tape Series 380I-5ES, White & Yellow	\$9.78	\$8.21	sq. ft.
3M™ Stamark™ High Performance Tape 385 Black	List Price	16% Discount	Unit
3M™ Stamark™ High Performance Tape A385AW Black (Non-Linered)	\$8.21	\$6.90	sq. ft.
3M™ Stamark™ High Performance Tape L385AW Black (Linered)	\$8.77	\$7.37	sq. ft.
3M™ Stamark™ High Performance Tape A385ES Black (Non-Linered)	\$8.21	\$6.90	sq. ft.
3M™ Stamark™ High Performance Tape L385ES Black (Linered)	\$8.77	\$7.37	sq. ft.
3M™ Stamark™ Pavement Marking Tape Series 270ES	List Price	16% Discount	Unit
3M™ Stamark™ Pavement Marking Tape Series A270ES, White & Yellow (Non-linered)	\$4.68	\$3.93	sq. ft.
3M™ Stamark™ Pavement Marking Tape Series L270ES, White & Yellow (Linered)	\$4.94	\$4.15	sq. ft.
3M™ Stamark™ Pavement Marking Tape L270ES, White, Symbols/Legends (Linered)	various	various	per package
3M™ Stamark™ Wet Reflective Removable Tape Series 710	List Price	16% Discount	Unit
3M™ Stamark™ Wet Reflective Removable Tape Series A710, White & Yellow (Non-linered)	\$3.93	\$3.30	sq. ft.
3M™ Stamark™ Wet Reflective Removable Contrast Tape Series A710-5, White & Yellow (Non-linered)	\$5.24	\$4.40	sq. ft.
3M™ Stamark™ Wet Reflective Removable Tape, L710, White, Symbols/Legends (Linered)	various	various	per package
3M™ Stamark™ Removable Black Line Mask Tape A715, Black (Non-linered)	\$4.33	\$3.64	sq. ft.
3M™ Surface Preparation Adhesives	List Price	16% Discount	Unit
3M™ Stamark™ Surface Preparation Adhesive P-50, 5 gallon container	\$64.01	\$53.77	gallon
3M™ Stamark™ Surface Preparation Adhesive SPA-60, 5 gallon container	\$72.13	\$60.59	gallon
3M™ Stamark™ Surface Preparation Adhesive SPA-60, 26 pound cylinder	\$495.85	\$416.52	cylinder

2021 Pavement Marking Price Quick Reference Guide

3M™ Transportation Safety Division

Effective 1/01/2021 - 7/1/2021

Stated pricing is for reference only, is not necessarily an exact price, and does not include markups for formats. For exact prices, please refer to bCom price pages and files. If your organization does not have access to bCom, please contact your customer service representative.

Revised: 6 November 2020

3M™ Raised Pavement Markers	List Price	16% Discount	Unit
3M™ Raised Pavement Markers Series 290, White, 1-way	\$1.34	\$1.13	each
3M™ Raised Pavement Markers Series 290, White, 2-way	\$1.34	\$1.13	each
3M™ Raised Pavement Markers Series 291, Yellow, 1-way	\$1.34	\$1.13	each
3M™ Raised Pavement Markers Series 291, Yellow, 2-way	\$1.34	\$1.13	each
3M™ Raised Pavement Marker 292-R, Red, 1-way	\$2.52	\$2.12	each
3M™ Raised Pavement Marker 292-2R, Red, 2-way	\$2.81	\$2.36	each
3M™ Raised Pavement Marker 295-2B, Blue, 2-way	\$2.81	\$2.36	each
3M™ Raised Pavement Marker 297-G, Green, 1-way	\$2.52	\$2.12	each
3M™ Raised Pavement Marker 297-2G, Green, 2-way	\$2.81	\$2.36	each
3M™ Raised Pavement Marker Series PSA-290, White, 1-way	\$3.26	\$2.74	each
3M™ Raised Pavement Marker Series PSA-290, White, 2-way	\$3.43	\$2.88	each
3M™ Raised Pavement Marker Series PSA-291, Yellow, 1-way	\$3.26	\$2.74	each
3M™ Raised Pavement Marker Series PSA-291, Yellow, 2-way	\$3.43	\$2.88	each
3M™ Raised Pavement Marker PSA-292-2R, Red, 2-way	\$4.18	\$3.51	each
3M™ Raised Pavement Marker PSA-295-2B, Blue, 2-way	\$4.18	\$3.51	each
3M™ Raised Pavement Marker PSA-292-2G, Green, 2-way	\$4.18	\$3.51	each
3M™ Snowplowable Raised Pavement Markers	List Price	16% Discount	Unit
3M™ Snowplowable Raised Pavement Markers Series 190, 1-way	\$2.20	\$1.85	each
3M™ Snowplowable Raised Pavement Markers Series 190, 2-way	\$2.38	\$2.00	each
3M™ Snowplowable Raised Pavement Marker RPM-198-W, Black, 1-way white lens	\$2.62	\$2.20	each
3M™ Snowplowable Raised Pavement Marker RPM-198-WR, Black, 2-way white/red lens	\$2.81	\$2.36	each
3M™ Snowplowable Raised Pavement Marker RPM-198-YR, Black, 2-way yellow/red lens	\$2.81	\$2.36	each
3M™ Connected Roads All Weather Elements	List Price	16% Discount	Unit
3M™ Connected Roads All Weather Elements 50, White, 400lb. drum	\$13.82	\$11.61	lb
3M™ Connected Roads All Weather Elements 51, Yellow, 400lb. drum	\$13.82	\$11.61	lb
3M™ Connected Roads All Weather Elements 50E, White, 400lb. drum	\$13.82	\$11.61	lb
3M™ Connected Roads All Weather Elements 51E, Yellow, 400lb. drum	\$13.82	\$11.61	lb
3M™ Connected Roads All Weather Elements 50, White, 28lb. bag	\$15.61	\$13.11	lb
3M™ Connected Roads All Weather Elements 51, Yellow, 28lb. bag	\$15.61	\$13.11	lb
3M™ Connected Roads All Weather Elements 70E, White, 400lb. drum	\$14.35	\$12.06	lb
3M™ Connected Roads All Weather Elements 71E, Yellow, 400lb. drum	\$14.35	\$12.06	lb
3M™ Connected Roads All Weather Elements 90, White, 400lb. drum	\$14.35	\$12.06	lb
3M™ Connected Roads All Weather Elements 91, Yellow, 400lb. drum	\$14.35	\$12.06	lb
3M™ Connected Roads All Weather Elements 90, White, 28lb. bag	\$16.10	\$13.53	lb
3M™ Connected Roads All Weather Elements 91, Yellow, 28lb. bag	\$16.10	\$13.53	lb



Transportation Safety Division

3M™ Diamond Grade™ DG³ Reflective Sheeting Series 4000

Product Bulletin 4000
January 2020

Replaces Product Bulletin 4000 Dated August 2019

1 Description

3M Diamond Grade DG³ Reflective Sheeting Series 4000 ("Sheeting") features the most efficient retroreflective prism design currently available from 3M for use on vertical traffic control signs and delineators to return light to drivers under a diverse set of nighttime viewing geometries encountered by the driving public. Sheeting, as manufactured by 3M, meets the stringent retroreflective requirements described in the ASTM D4956 standard for Type XI retroreflective Sheeting.

The Sheeting is available in the following colors.

Table 1. Product Codes by Color

Color	Product Code
White	4090
Yellow	4091
Red	4092
Blue	4095
Green	4097
Brown	4099
Fluorescent Yellow - FY	4081
Fluorescent Yellow-Green - FYG	4083
Fluorescent Orange - FO	4084

2 Specifications

The Sheeting conforms to all current performance requirements of ASTM D4956 for Type XI retroreflective sheeting. Additionally, the Sheeting meets the following specifications.

2.1 Legibility

A traffic control and guidance sign ("Sign") made with the Sheeting used for both Sign background and cut-out copy will remain legible when viewed from a moving vehicle under normal day and night driving conditions by not excessively fading, discoloring, cracking, crazing, peeling, and blistering during the legibility periods in the locations as given in Table 2. Signs must be manufactured, installed, and maintained as recommended in the applicable 3M Information Folders listed in Section 16, and legibility must be assessed after Signs have been cleaned as described in [3M Information Folder 1.11](#). Legibility Period is measured from the initial Sign fabrication date ("Fabrication Date"), and varies by Sign location as shown in Table 2.

Table 2. Sheeting Legibility Periods by Sheeting and Geographic Sign Location

Sheeting	Geographic Location of Sign	Legibility Period [from Fabrication Date]
4090, 4091, 4092, 4095, 4097, 4099	US & Canada	Up to 12 Years
4081, 4083	Alabama, Arizona, Florida, Georgia, Hawaii, Louisiana, Mississippi, New Mexico, South Carolina, and Texas	Up to 7 Years
	Canada and US other than the above States	Up to 10 Years
4084	US & Canada	Up to 3 Years

2.2 Gloss

The Sheeting has a rating of 50 or higher when tested in accordance with ASTM D523 using a 60° glossmeter.

2.3 Optical Stability

The Sheeting, applied to a 3-inch x 6-inch test panel, shall retain a minimum of 85% and a maximum of 115% of its initial coefficient of retroreflection when measured at a 0.2° observation and -4° entrance angle, after being placed in an oven at 71 ± 3 °C (160 ± 5 °F) for 24 hours followed by conditioning at standard room temperature for two hours.

2.4 Coefficient of Retroreflection (R_A)

Table 3 describes the durations and coefficients of retained retroreflection¹ for Signs fabricated with the Sheeting for use in the US and Canada. The values presented in Table 3 apply only to Sheeting that has been applied, processed, installed, maintained, and cleaned as recommended in the applicable 3M Information Folders listed in Section 16 of this product bulletin.

Table 3. Minimum Retained coefficient of retroreflection^a (R_A , [cd/lx/m²]) for Sheeting over time

Sheeting	Years from Fabrication Date	Minimum Retained Coefficient of Retroreflection [cd/lx/m ²]
4090, 4091, 4092, 4095, 4097, 4099	On Fabrication Date	ASTM D4956 Type XI
	Up to 7 Years	80% of ASTM D4956 Type XI
	8-12 Years	70% ASTM D4956 Type XI
4081, 4083	On Fabrication Date	ASTM D4956 Type XI
	Up to 7 Years/10 Years ^a	70% of ASTM D4956 Type XI
4084	On Fabrication Date	ASTM D4956 Type XI
	Up to 3 Years	70% of ASTM D4956 Type XI

a. The retained coefficient of retroreflection applies for 7 years after Fabrication Date for the following states: Alabama, Arizona, Florida, Georgia, Hawaii, Louisiana, Mississippi, New Mexico, South Carolina, and Texas. For all other locations the retained coefficient of retroreflection is for 10 years.

1. Conformance to coefficient of retroreflection requirements shall be determined instrumentally in accordance with ASTM E810 "Test Method for Coefficient of Retroreflection of Retroreflective Sheeting," and per E810, values obtained at 0° and 90° rotations shall be averaged to determine the R_A values referenced in Table 3.

2.5 Entrance Angularity Performance and Orientation

Sheeting has been designed to be an effective wide angle reflective Sheeting regardless of its orientation on the substrate or the ultimate orientation of the Sign after installation. However, because the efficiency of light return from cube corner reflectors is not equal at all application orientations, which is especially apparent at larger entrance angles, it is possible to get the widest entrance angle light return from a particular orientation. When high entrance angle ($>50^\circ$) performance is required for a given Sign (e.g. “keep right” symbols), it can be obtained easily by properly orientating the Sheeting on the completed Sign. In such situations, the completed Sign should have the Sheeting positioned at the 0° orientation (downweb direction perpendicular to the road). When the flat side of the diamond (direction of diamond chain links) is vertical in the completed Sign, Sheeting is said to be at a 0° orientation. When the “primary groove line” (or, flat side of the diamond shape) is horizontal on the completed Sign, the Sheeting is said to be at a 90° orientation. See Figure 1 for details.

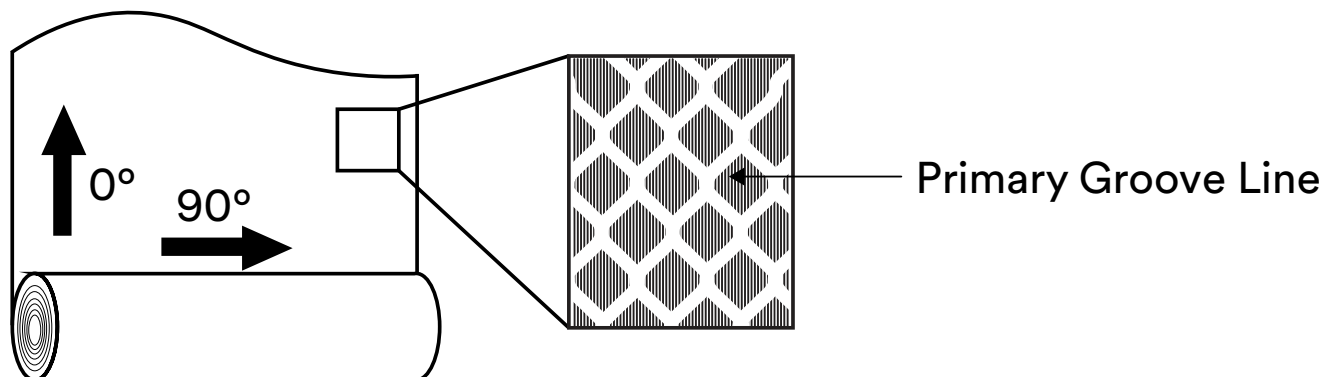


Figure 1. Primary groove line.

Unless Sign location and/or position calls for extra-wide entrance angularity performance or a specific installation direction is required in a customer specification, Signs and applied copy (letters, arrows, borders, and shields) can be fabricated and installed using the application orientation that most efficiently utilizes the reflective Sheeting.

Note: For multi-panel Signs, it is recommended that all background panels be sheeted such that the Sheeting direction is the same for all panels.

3 System of Matched Components

The Sheeting is compatible with a wide range of 3M screen print and digital inks, translucent films, overlay films and other processing components. For a complete list of matched components for the Sheeting, please see the [3M MCS™ Warranty Bulletin](#).

4 Physical Properties

4.1 Fabrication Lines

The Sheeting manufacturing process results in periodic fabrication lines in the product, as illustrated in Figure 2. Fabrication lines may be noticeable in shop light but do not impact Sign functionality on the road, either in daylight or at night, under typical use conditions.

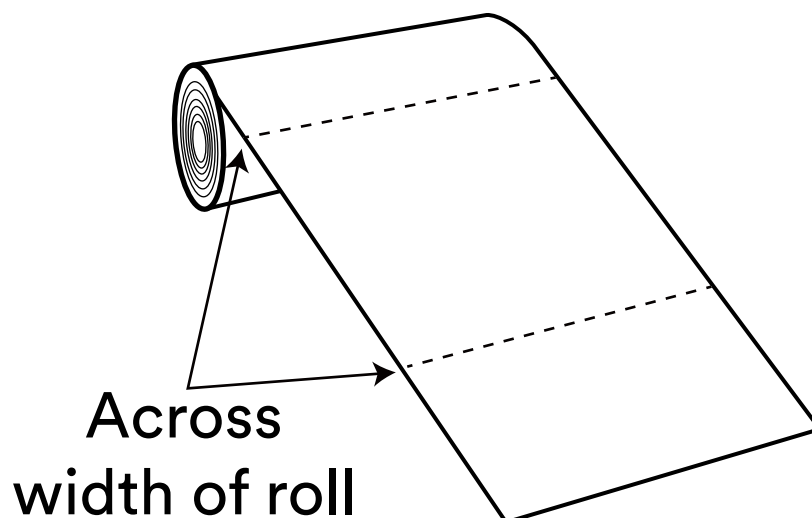


Figure 2. Fabrication lines

4.2 Adhesive

Sheeting comes with a pressure-sensitive adhesive that is recommended for application at temperatures of 65 °F (18 °C) and higher.

5 Sign Fabrication Methods

5.1 Application

Sheeting should be applied to Sign substrates at temperature of 65 °F (18 °C) and higher using any of the following methods:

Mechanical squeeze roll applicator - refer to [3M Information Folder 1.4](#) for details. Applications to extrusions that are edge wrapped require sufficient softening of Sheeting. This can be accomplished by directing additional heat to the “next to last” edge roller. This practice may increase productivity and minimize cracking.

Hand squeeze roll applicator - refer to [3M Information Folder 1.6](#) for details.

Application of Sheeting for complete Signs or backgrounds must be done using a roll laminator, either mechanical or hand driven.

5.2 Hand Application

Hand application is recommended for legend and copy only. Refer to [3M Information Folder 1.5](#) for more details.

Hand applications will show some visual irregularities which may be objectionable to aesthetically critical customers. These irregularities are more noticeable on darker colors. To obtain a uniform close-up appearance, a roll laminator must be used.

All direct applied copy and border MUST be cut and squeegeed at all metal joints.

5.3 Splices

Sheeting must be butt spliced when more than one piece of Sheeting is used on a single piece of substrate. Sheeting pieces should not touch one another. This is to prevent the buckling that can occur as Sheeting expands under extreme temperature and humidity conditions.

5.4 Double Faced Signs

The Sheeting on the bottom side of a double faced Sign can be damaged if rolled through a squeeze roll applicator with an unprotected steel bottom roller. The use of a semi-soft flat sheet between the steel roller and the applied Sign face will provide protection from damage. A material such as a rubber mat, tag board, or cardboard is recommended.

6 Substrates

For traffic Sign use, the substrates found to be most reliable and durable are properly prepared aluminum sheets and extrusions. **Users are urged to carefully evaluate adhesion and Sign durability properties of all other substrates.** Other substrates suitable for secure and durable applications of Sheeting have the following characteristics:

- Clean
- Smooth
- Flat
- Rigid
- Dimensionally stable
- Weather resistant
- Non-porous
- High surface energy (pass water break test)

Refer to [3M Information Folder 1.7](#) for surface preparation recommendations. Substrates with low surface energies may require additional preparation steps, such as flame treatment, mechanical abrasion, or use of adhesion promoters prior to Sheeting application. Guide Sign extrusions may be edge wrapped. Flat panels and unwrapped extrusions must be carefully trimmed so that Sheeting sections on adjacent panels do not touch on assembled Signs.

Sheeting is designed primarily for application to flat substrates. Any application to a substrate with a radius of curvature of less than five inches should also be supported by rivets or bolts. Plastic substrates are not recommended where cold shock performance is required. **Sign failures caused by substrate failures or improper surface preparations are not the responsibility of 3M.**

7 Imaging

Diamond Grade DG³ prismatic Sheeting may be processed into traffic Signs using any of the imaging methods described below. 3M assumes no responsibility for the failures of Sign face legends or backgrounds that have been processed with non-3M process colors or with matched component imaging materials other than those listed below.

7.1 Digital Imaging

Sheeting is compatible with the HP Latex 360/365 printers in combination with HP 831/HP 871 Latex inks. This compatibility is backed with a 3M MCS™ Warranty and 3M MCS Warranty for Traffic when the printing guidelines in [3M Information Folder 1.18](#) are followed and 3M ElectroCut™ Film 1170C Clear is applied over the finished graphics. See the “Limited Warranty” section of this document for more information on the MCS Warranties.

7.2 Screen Processing

Sheeting may be screen processed into traffic Signs using 3M Process Colors Series 880I or Series 880N before or after mounting onto Sign substrates. Series 880I and 880N process colors can be screened at temperatures of 60-100 °F (16-38 °C) and at relative humidities of 20-50%. A P.E. 157 screen mesh with a fill pass is recommended. Refer to [3M Information Folder 1.8](#) for details. Clear coating is neither required nor recommended. Use of process colors series other than 880I or 880N is not recommended.

7.3 3M ElectroCut Film

3M ElectroCut Film Series 1170 may be used on Sheeting to provide transparent colored background copy for traffic control Signs. Refer to 3M Product Bulletin 1170 for fabrication procedures.

7.4 Applying Cut-Out Copy

Diamond Grade DG³ Prismatic Sheeting cut-out copy may be applied to sheeting backgrounds to create Sign legends. Such cut-out copy may be applied directly to the background sheeting or in a demountable form. Direct applied copy must be cut at all panel seams and carefully trimmed back so that the Sheeting sections of adjacent panels do not touch one another on assembled Signs. Refer to [3M Information Folder 1.10](#) for more information.

8 Cutting

Sheeting may be cut into letters and shapes with heights of at least 3 inches and stroke widths of at least ½ inch. Smaller sizes are not recommended. Sealing the cut edges of Sheeting is not required.

8.1 Plotter Cutting

Programmable knife cut (electronic cutting):

- 1 Flat bed plotters can be used to either die cut or kiss cut Sheeting and offer the most consistent and reliable performance.
- 2 Friction fed plotters can be used to kiss cut only. This is achieved using 600 grams of down force and a 60° cutting blade. Additional drive wheels may be needed to improve tracking. Alternatively, Sheeting can be cut from the liner side. To do so, the blade force and knife depth must be set to score, but not cut through, the topfilm. After scoring, break apart individual copy or apply premask to retain spacing.

8.2 Other Cutting Methods

Sheeting may be hand cut or die cut one sheet at a time, and band sawed or guillotined in stacks. Cutting equipment such as guillotines and metal shears, which place pressure plates on the Sheeting when cutting, may damage the optics. Padding the pressure plate and easing it down onto the sheets being cut will significantly reduce damage. Maximum stack height for cutting Sheeting is 1 ½ inches, or 50 sheets. Cutting procedure details can be found in [3M Information Folder 1.10](#).

9 Processing, Storage, and Packaging

Sheeting should be stored in a cool, dry area, preferably at 65-75 °F (18-24 °C) and 30-50% relative humidity, and applied within two years of date of manufacture. Rolls should be stored horizontally in their shipping cartons. Partially used rolls should be returned to their shipping cartons or suspended horizontally from rods or pipes through their cores. Unprocessed sheets should be stored flat. Finished Signs and applied blanks should be stored on edge.

Avoid banding, crating, or stacking Signs. Package for shipment in accordance with commercially accepted standards to prevent movement and chafing. Store Sign packages indoors on edges.

Panels and finished Signs must remain dry during shipment and storage. If packaged Signs become wet, unpack immediately and allow Signs to dry. Refer to [3M Information Folder 1.11](#) for instructions on packing for storage and shipment.

10 Installation

Nylon washers are required when twist style fasteners are used to mount Signs.

11 Cleaning

Signs that require cleaning should be flushed with water, then washed with a detergent solution and soft bristle brush or sponge. Avoid pressure that may damage Sign faces. Flush with water following washing. Do not use solvents to clean Signs.

12 Durability

The durability of the Sheeting will depend upon substrate selection and preparation, compliance with recommended application procedures, geographic area, exposure conditions, and maintenance. Maximum durability can be expected in applications subject to vertical exposure on stationary objects, when processed and applied to aluminum substrates prepared according to the recommendations provided in [3M Information Folder 1.7](#). The user must determine the suitability of any nonmetallic Sign backing for its intended use. **Sign failures caused by substrate failures or improper surface preparations are not the responsibility of 3M.** Application to unprimed, excessively rough or non-weather resistant surfaces, or exposure to severe or unusual conditions can shorten the performance lifetime of Sheeting. Signs that are in mountainous areas and covered by snow for prolonged periods may also have reduced durabilities. Atmospheric conditions in certain geographic areas may result in reduced durability.

Periodic Sign inspection and regular Sign replacement are strongly recommended in order to help Sign owners establish their own effective service life expectations.

13 Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Safety Data Sheets (SDS), Article Information Sheets, and product labels of any materials for important health, safety, and environmental information prior to handling or use. To obtain SDSs and Article Information Sheets for 3M products, go to [3M.com/SDS](#), contact 3M by mail, or for urgent requests call 1-800-364-3577.

14 Warranty Information

14.1 3M Warranty

3M warrants to the manufacturer of the Sign ("Sign Manufacturer") that the Sheeting will meet the specifications described in section 2 of this Product Bulletin ("3M Warranty").

14.2 3M MCS™ Warranty and MCS Warranty for Traffic

For warranty on screen-printed or digitally printed Sheeting, or Sheeting imaged using translucent films, please refer to the [3M MCS™ Warranty Bulletin](#).

14.3 3M Warranty Terms and Conditions

- o The Sheeting must be stored, processed, applied, and maintained as described in this product bulletin and in accordance with all applicable, written 3M procedures provided in the applicable 3M Information Folders listed in Section 16.
- o A failure to meet the 3M Warranty must be solely the result of design or manufacturing defect in the 3M Sheeting, and not a result of (a) outside causes, including improper fabrication, handling, packing, storing, shipping, maintenance, or installation; (b) non-vertical applications where the Sign is more than +/- 10° from vertical; (c) use of any material or product not recommended by 3M in this product bulletin, in the 3M Information Folders listed in Section 16, or in applicable 3M Technical Memorandums; (d) use of application equipment not recommended by 3M; (e) failure of Sign substrate; (f) loss of adhesion due to incompatible or improperly prepared substrate; (g) exposure to chemicals, abrasion, or other mechanical damage; (h) snow burial or any other Sign burial; (i) collisions, vandalism, or malicious mischief; or (j) an act of God.

- o Claims made under this warranty will be honored only if (a) the Sign is dated with the Fabrication Date using a permanent method (sticker, marker, metal stamp, etc.), (b) 3M is notified in writing of the claim within thirty days of discovery, (c) 3M is provided with the information reasonably required to validate the claim, and (d) 3M is permitted to verify the cause of the failure.
- o 3M is not responsible for any additional warranties that the Sign Manufacturer offers to its customers beyond the 3M Warranty.

14.4 Exclusive Limited Remedy

Valid claims under the 3M Warranty will receive either the Sign Restoration or Materials Replacement as detailed in Table 4.

Table 4. Sheeting type, location, and type of limited remedy as a function of the age of Sign

Sheeting Type	Geographic Location of Sign	Limited Remedy Period [years from Fabrication Date]	
		Sign Restoration	Materials Replacement
4090, 4091, 4092, 4095, 4097, 4099	US & Canada	Up to 7 Years	Years 8-12
4081, 4083	Alabama, Arizona, Florida, Georgia, Hawaii, Louisiana, Mississippi, New Mexico, South Carolina, and Texas	Up to 5 Years	Years 6-7
	Canada and US other than the above States	Up to 7 Years	Years 8-10
4084	US & Canada	---	Years 0-3

Sign Restoration

During the Sign Restoration period as provided in Table 4, if Sheeting is proven to not meet the 3M Warranty, then the Sign Manufacturer's exclusive remedy, and 3M's sole obligation, at 3M's option, shall be that 3M, at its expense, will either refund the Sign Manufacturer's total original cost of the Sign, or refabricate the Sign, including (i) Sheeting and (ii) the aluminum Sign substrate (as needed). However, 3M will not provide other hardware or labor to install the replacement Sign. The Fabrication Date of the replacement Sign will be considered to be the original Fabrication Date of the Sign it replaces under the 3M Warranty.

Materials Replacement

During the Materials Replacement period as provided in Table 4, if Sheeting is proven to not meet the 3M Warranty, then the Sign Manufacturer's exclusive remedy, and 3M's sole obligation, at 3M's option, shall be that 3M, at its expense, will either refund the Sign Manufacturer's total original cost of the Sheeting, or provide the necessary Sheeting quantity to restore the Sign's surface. However, 3M will not provide the substrate or any labor to refabricate or reinstall the Sign.

14.5 Disclaimer

THE 3M WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM, OR USAGE OF TRADE.

14.6 Limitation of Liability

Except for the limited remedy stated above, and except where prohibited by law, 3M will not be liable for any loss or damage arising from the Signs or any 3M product, whether direct, indirect, special, incidental, or consequential damages (including but not limited to lost profits, business, or revenue in any way), regardless of the legal theory asserted including warranty, contract, negligence, or strict liability.

14.7 Additional Limitations

See the [3M Digitally-Imaged Sign Warranty Bulletin](#) for terms, additional limitations of your warranty, if any, and limitations of liability.

15 Other Product Information

Always confirm that you have the most current version of the applicable product bulletin, information folder, or other product information from 3M's Website at <http://www.mmm.com/roadsafety>.

16 Literature References

- [3M IF 1.4](#) Instructions for Interstate Squeeze Roll Applicator
- [3M IF 1.5](#) Hand Application Instructions
- [3M IF 1.6](#) Hand Squeeze Roll Applicator
- [3M IF 1.7](#) Sign Base Surface Preparation
- [3M IF 1.8](#) Process Colors Series 880 and 900 Instructions for Use
- [3M IF 1.10](#) Cutting, Premasking, and Prespacing
- [3M IF 1.11](#) Sign Maintenance Management
- [3M IF 1.17](#) User Guide 3M™ Reflective Sheeting and HP Latex 360/365 Printers
- [3M PB 1170](#) 3M™ ElectroCut™ Film Series 1170
- [3M Digitally-Imaged Sign Warranty Bulletin](#)

ASTM Test Methods are available from ASTM International, West Conshohocken, PA.

For Information or Assistance**Call: 1-800-553-1380****In Canada Call:****1-800-3M HELPS (1-800-364-3577)****Internet:****<http://www.3M.com/roadsafety>**

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Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable at the time of this publication, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, indirect, special, or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.

**Transportation Safety Division**

3M Center, Building 0225-04-N-14
St. Paul, MN 55144-1000 USA

Phone 1-800-553-1380

Web 3M.com/roadsafety

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Transportation Safety Division

3M™ High Intensity Prismatic Reflective Sheeting Series 3930

Product Bulletin Series 3930
May 2018

Replaces Product Bulletin 3930 Dated January 2013

1 Description

High Intensity Prismatic Reflective Sheeting Series 3930 (“Sheeting”) is a non-metalized microprismatic lens reflective sheeting designed for use in the production of durable reflective traffic control signs, work zone devices, and delineators that are exposed vertically in service (“Signs”). Applied to properly prepared Sign substrates, 3M Series 3930 prismatic Sheeting provides long-term reflectivity and durability.

Series 3930 Sheeting is available in the following colors.

Table 1. Product Codes by Color

Color	Product Code
White	3930
Yellow	3931
Red	3932
Orange	3934
Blue	3935
Green	3937
Brown	3939

2 Specifications

2.1 Daytime Color (x, y, Y)

The chromaticity coordinates and total luminance factors of the retroreflective Sheeting conform to the limits presented in Table 2.

Table 2. Daytime Color Specification Limits^a

Color	1		2		3		4		Reflectance Limit (Y)	
	x	y	x	y	x	y	x	y	Minimum	Maximum
White	0.303	0.300	0.368	0.366	0.340	0.393	0.274	0.329	27	
Yellow	0.498	0.412	0.557	0.442	0.479	0.520	0.438	0.472	15	45
Red	0.648	0.351	0.735	0.265	0.629	0.281	0.565	0.346	2.5	15
Orange	0.558	0.352	0.636	0.364	0.570	0.429	0.506	0.404	10	30
Blue	0.140	0.035	0.244	0.210	0.190	0.255	0.065	0.216	1	10
Green	0.026	0.399	0.166	0.364	0.286	0.446	0.207	0.771	3	12
Brown	0.430	0.340	0.610	0.390	0.550	0.450	0.430	0.390	1	9

a. The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System.

2.2 Color Test - Ordinary Colored Sheeting

Conformance to standard chromaticity (x, y) and luminance factor (Y%) requirements shall be determined instrumentally, in accordance with ASTM E1164, on Sheeting applied to smooth test panels cut from aluminum alloy 6061-T6 or 5052-H38. Chromaticity and luminance factor values shall be determined using a HunterLab ColorFlex 45/0 spectrophotometer.¹ Calculations shall be performed using CIE Illuminant D65 and the 2° standard observer.

2.3 Coefficient of Retroreflection (R_A)

The values shown in Table 3 are minimum coefficients of retroreflection, expressed in candelas per lux per square meter (cd/lux/m²).

Table 3. Minimum Coefficient of Retroreflection R_A for New Sheeting (cd/lux/m²)

Entrance Angle ^a	Sheeting Color	Observation Angle ^b	
		0.2°	0.5°
-4°	White	560	200
	Yellow	420	150
	Red	84	30
	Orange	210	75
	Blue	30	13
	Green	56	21
	Brown	18	7.5
-30°	White	280	100
	Yellow	210	75
	Red	42	15
	Orange	105	37
	Blue	14	6
	Green	28	10
	Brown	8.5	3.5

a. Entrance Angle – The angle from the illumination axis to the retroreflector axis. The retroreflector axis is an axis perpendicular to the retroreflective surface.

b. Observation Angle – The angle between the illumination axis and the observation axis.

1. The instrumentally determined color values of retroreflective sheeting can vary significantly depending on the make and model of colorimetric spectrophotometer used, as well as the color and retroreflective optics of the sheeting (David M. Burns and Timothy J. Donahue, Measurement Issues in the Color Specification of Fluorescent Retroreflective Materials for High Visibility Traffic Signing and Personal Safety Applications, Proceedings of SPIE: Fourth Oxford Conference on Spectroscopy, 4826, pp. 39-49, 2003). For the purposes of this document, the HunterLab ColorFlex 45/0 spectrophotometer shall be the referee instrument.

2.4 Test for Coefficient of Retroreflection

Conformance to coefficient of retroreflection requirements shall be determined instrumentally, in accordance with ASTM E-810 “Test Method for Coefficient of Retroreflection of Retroreflective Sheeting.” Per ASTM E-810, the values presented in Table 3 are averages of R_A values obtained at 0° and 90° rotations.

2.5 Entrance Angularity Performance and Orientation

3M High Intensity Prismatic Reflective Sheeting Series 3930 has been designed to be an effective wide angle reflective sheeting regardless of its orientation on the substrate or the ultimate orientation of the Sign after installation. However, because the efficiency of light return from cube corner reflectors is not equal at all application orientations, which is especially apparent at larger entrance angles, it is possible to get the widest entrance angle light return from a particular orientation. When high entrance angle ($>50^\circ$) performance is required for a given Sign (e.g. “keep right” symbols), it can be obtained easily by properly orientating the Sheeting on the completed Sign. In such situations, the completed Sign should have the Sheeting positioned at the 0° orientation (downweb direction perpendicular to the road). When the flat side of the diamond (direction of diamond chain links) is vertical in the completed Sign, Sheeting is said to be at a 0° orientation. When the “primary groove line” (or, flat side of the diamond shape) is horizontal on the completed Sign, the Sheeting is said to be at a 90° orientation. See Figure 1 for details.

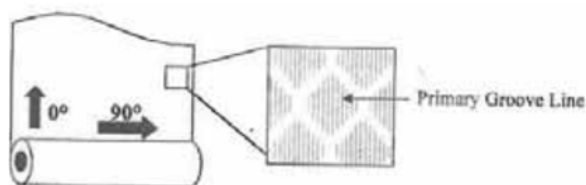


Figure 1. Primary groove lines used to define Sheeting orientation.

Unless Sign location and/or position calls for extra-wide entrance angularity performance or a specific installation direction is required in a customer specification, Signs and applied copy (letters, arrows, borders, and shields) can be fabricated and installed using the application orientation that most efficiently utilizes the reflective Sheeting.

Note: For multi-panel Signs, it is recommended that all background panels be sheeted such that the Sheeting direction is the same for all panels.

2.6 Printed Colors and Overlay Films

When processed according to 3M recommendations, the coefficient of retroreflection of a screen-printed transparent color on white Sheeting shall be not less than 70% of the R_A value of the corresponding colored Sheeting presented in Table 3. White Sheeting covered with 3M ElectroCut™ Film Series 1170, when processed according to 3M recommendations, shall have a coefficient of retroreflection of not less than 100% of the value of the corresponding colored Sheeting, as presented in Table 3. The chromaticities and luminances of printed colors and overlay films shall conform to the specifications presented in Table 2.

3 Physical Properties

3.1 Fabrication Lines

The manufacture of prismatic Sheeting results in lines being present in the product, as shown in Figure 2. In prismatic Sheeting, these lines are slightly thicker than the seal pattern legs. Fabrication lines are noticeable in shop light but are not observable on the road, either in daylight or at night, under typical use conditions.

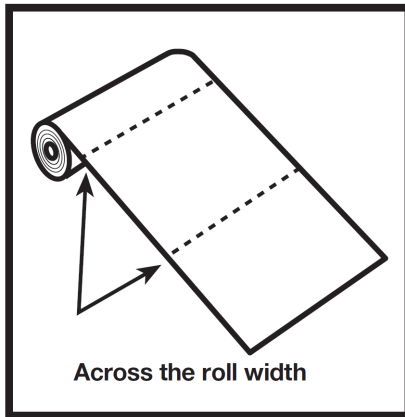


Figure 2. Fabrication lines.

3.2 Adhesive

Series 3930 Sheeting has a pressure-sensitive adhesive that is recommended for application at temperatures of 65°F (18°C) and higher.

4 Sign Fabrication Methods

4.1 Application

Series 3930 Sheeting should be applied to Sign substrates at temperatures of 65°F (18°C) and higher using any of the following methods:

Mechanical squeeze roll applicator – refer to [3M Information Folder 1.4](#). Applications to extrusions that are edge wrapped require sufficient softening of the Sheeting. This can be accomplished by directing additional heat to the “next to last” edge roller. This practice may increase productivity and minimize cracking.

Hand squeeze roll applicator – refer to [3M Information Folder 1.6](#).

Background or complete Sign applications of Series 3930 Sheeting must be performed with a roll laminator, either mechanical or hand driven.

4.2 Hand Application

Hand application is recommended for legend and copy only. Refer to [3M Information Folder 1.5](#) for more details.

Hand applications will show some visual irregularities which may be objectionable to aesthetically critical customers. These irregularities are more noticeable on darker colors. To obtain a uniform close-up appearance, a roll laminator must be used.

All direct applied copy and border **MUST** be cut and squeegeed at all metal joints.

4.3 Splices

Series 3930 Sheeting must be butt spliced when more than one piece of Sheeting is used on a single piece of substrate. Sheeting pieces should not touch one another. This is to prevent the buckling that can occur as Sheeting expands under extreme temperature and humidity conditions.

4.4 Double Faced Signs

The Sheeting on the bottom side of a double faced Sign can be damaged if rolled through a squeeze roll applicator with an unprotected steel bottom roller. The use of a semi-soft flat sheet between the steel roller and the applied Sign face will provide protection from damage. A material such as a rubber mat, tag board, or cardboard is recommended.

5 Substrates

For traffic Sign use, the substrates that have been found to be most reliable and durable are properly prepared aluminum sheets and extrusions. **Users are urged to carefully evaluate adhesion and Sign durability properties of all other substrates.** Other substrates suitable for secure and durable applications of Series 3930 Sheeting have the following characteristics:

- Clean
- Smooth
- Flat
- Rigid
- Dimensionally stable
- Weather resistant
- Non-porous
- High surface energy (pass water break test)

Refer to [3M Information Folder 1.7](#) for surface preparation recommendations. Substrates with low surface energies may require additional preparation steps, such as flame treatment, mechanical abrasion, or use of adhesion promoters prior to Sheeting application. Guide Sign extrusions may be edge wrapped. Flat panels and unwrapped extrusions must be carefully trimmed so that Sheeting sections on adjacent panels do not touch on assembled Signs.

High intensity prismatic Sheeting has been designed primarily for application to flat substrates. Any application to a substrate with a radius of curvature of less than five inches should also be supported by rivets or bolts. Plastic substrates are not recommended where cold shock performance is required. **Sign failures caused by substrate failures or improper surface preparations are not the responsibility of 3M.**

6 Imaging

High intensity prismatic Sheeting may be processed into traffic Signs using any of the imaging methods described below. 3M assumes no responsibility for the failures of Sign face legends or backgrounds that have been processed with non-3M process colors or with matched component imaging materials other than those listed below.

6.1 Digital Imaging

3M High Intensity Prismatic Reflective Sheeting Series 3930 is compatible with the HP Latex 360/365 printers in combination with HP 831/HP 871 Latex inks. This compatibility is backed with a 3M MCS™ Warranty and 3M MCS Warranty for Traffic when the printing guidelines in [3M Information Folder 1.18](#) are followed and 3M ElectroCut™ Film 1170C Clear is applied over the finished graphics. See the “Limited Warranty” section of this document for more information on the MCS Warranties.

6.2 Screen Processing

Series 3930 Sheeting may be screen processed into traffic Signs using 3M Process Colors Series 880I or Series 880N before or after being mounted onto a substrate. Series 880I and 880N process colors can be screened at temperatures of 60-100°F (16-38°C) and at relative humidities of 20-50%. A P.E. 157 screen mesh with a fill pass is recommended. Refer to [3M Information Folder 1.8](#) for details. Clear coating is neither required nor recommended. Use of process color series other than 880I or 880N is not recommended.

6.3 3M ElectroCut™ Film

3M ElectroCut Film Series 1170 may be used on Series 3930 prismatic Sheeting to provide transparent colored background copy for traffic control Signs. Refer to [3M Product Bulletin 1170](#) for fabrication procedures.

6.4 Applied Cut-Out Copy

Series 3930 Sheeting cut-out copy may be applied to Sheeting backgrounds to create Sign legends. Such cut-out copy may be applied directly to the background Sheeting or in a demountable form. Direct applied copy must be cut at all panel seams and carefully trimmed back so that the Sheeting sections of adjacent panels do not touch one another on assembled Signs. Refer to [3M Information Folder 1.10](#) for more information.

7 Cutting

Series 3930 Sheeting may be cut into letters and shapes with heights of at least 3 inches and stroke widths of at least ½ inch. Smaller sizes are not recommended. Sealing the cut edges of Series 3930 Sheeting is not required.

7.1 Plotter Cutting

Programmable knife cut (electronic cutting):

- 1 Flat bed plotters can be used to either die cut or kiss cut Series 3930 Sheeting and offer the most consistent and reliable performances.
- 2 Friction fed plotters can be used to kiss cut only. This is achieved using 600 grams of down force and a 60° cutting blade. Additional drive wheels may be needed to improve tracking. Alternatively, Series 3930 Sheeting can be cut from the liner side. To do so, the blade force and knife depth must be set to score, but not cut through, the topfilm. After scoring, break apart individual copy or apply premask to retain spacing.

7.2 Other Cutting Methods

Series 3930 Sheeting may be hand cut or die cut one sheet at a time, and band sawed or guillotined in stacks. Cutting equipment such as guillotines and metal shears, which place pressure plates on the Sheeting when cutting, may damage the optics. Padding the pressure plate and easing it down onto the sheets being cut will significantly reduce damage. Maximum stack height for cutting Series 3930 Sheeting is 1 ½ inches, or 50 sheets. Cutting procedure details can be found in [3M Information Folder 1.10](#).

8 Installation

Nylon washers are required when twist style fasteners are used to mount Signs.

9 Shelf-Life, Storage, and Packaging

Series 3930 Sheeting should be stored in a cool, dry area, preferably at 65-75°F (18-24°C) and 30-50% relative humidity, and applied within two years of date of manufacture. Rolls should be stored horizontally in their shipping cartons. Partially used rolls should be returned to their shipping cartons or suspended horizontally from rods or pipes through their cores. Unprocessed sheets should be stored flat. Finished Signs and applied blanks should be stored on edge.

Screen processed Signs must be protected with SCW 568 slipsheet paper. Place the glossy side of the slipsheet against the Sign face and pad the face with closed cell packaging foam. Double faced Signs must have the glossy side of a piece of slipsheeting against each face of the Sign.

Unmounted screened faces must be stored flat and interleaved with SCW 568 slipsheeting, glossy side against the Sign face.

Avoid banding, crating, or stacking Signs. Package for shipment in accordance with commercially accepted standards to prevent movement and chafing. Store Sign packages indoors on edges.

Panels and finished Signs must remain dry during shipment and storage. If packaged Signs become wet, unpack immediately and allow Signs to dry. Refer to [3M Information Folder 1.11](#) for instructions on packing for storage and shipment.

10 Cleaning

Signs that require cleaning should be flushed with water, then washed with a detergent solution and soft bristle brush or sponge. Avoid pressure that may damage Sign faces. Flush with water following washing. Do not use solvents to clean Signs.

11 Durability

The durabilities of Series 3930 Sheeting and finished Signs made using 3M Matched Component materials will depend upon substrate selection and preparation, compliance with recommended application procedures, geographic area, exposure conditions, and maintenance practices. Maximum durability of Series 3930 Sheeting can be expected in applications subject to vertical exposures on stationary objects, when processed and applied to aluminum substrates prepared according to the recommendations provided in [3M Information Folder 1.7](#). The user must determine the suitability of any nonmetallic Sign backing for its intended use. **Sign failures caused by substrate failures or improper surface preparations are not the responsibility of 3M.** Application to unprimed, excessively rough or non-weather-resistant surfaces, or exposure to severe or unusual conditions can shorten the performance lifetime of Series 3930 Sheeting. 3M process colors and ElectroCut™ Film, when used according to 3M recommendations, are generally expected to produce Signs with performances comparable to those of their colored reflective Sheeting components. Custom colors, certain lighter colors, heavily toned colors, and blends containing yellow or gold may have reduced durabilities. Atmospheric conditions in certain geographic areas may result in reduced durability.

Periodic Sign inspection and regular Sign replacement are strongly recommended in order to help Sign owners establish their own effective service life expectations, beyond the warranty period.

12 Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Safety Data Sheets (SDS), Article Information Sheets, and products labels of any materials for important health, safety, and environmental information prior to handling or use. To obtain SDSs and Article Information Sheets for 3M products, go to 3M.com/SDS, contact 3M by mail, or for urgent requests call 1-800-364-3577.

13 Warranty Information

13.1 3M Basic Product Warranty and Limited Remedy

3M High Intensity Prismatic Reflective Sheeting Series 3930 ("Product") is warranted to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in this Product Bulletin. If Series 3930 Sheeting is proven not to have met the Basic Warranty on its shipment date, then a buyer's exclusive remedy, and 3M's sole obligation, at 3M's option, will be refund or replacement of the Sheeting.

13.2 General Warranty Terms

- 3M makes the Additional Warranty (as defined below) as to any traffic control and guidance Sign in the United States and Canada made with 3M High Intensity Prismatic Reflective Sheeting Series 3930 and the Matched Component materials listed in Table 4, below. Any Additional Warranty is contingent on all components involved in the Additional Warranty being stored, applied, installed, and used only as 3M recommends in its Product Bulletins and Other Product Information.
- The Basic Warranty and any applicable Additional Warranty are collectively referred to as the "3M Warranty."
- A Sign's failure to meet the 3M Warranty must be solely the result of the Product or the matched component materials' design or manufacturing defects. 3M has no obligation under the 3M Warranty if a Sign failure is caused by (a) outside causes including improper fabrication, handling, packing, storing, shipping, maintenance, or installation; (b) use of any material or product not recommended by 3M in this product bulletin, in the 3M information folders and product bulletins listed in Section 15, or in applicable 3M Technical Memorandums; (c) use of application equipment not recommended by 3M; (d) failure of Sign substrate; (e) loss of adhesion due to incompatible or improperly prepared substrate; (f) exposure to chemicals, abrasion, or other mechanical damage; (g) snow burial or any other Sign burial; (h) collisions, vandalism, or malicious mischief; or (i) an act of God.

- 3M reserves the right to determine method of replacement.
- Any replacement Product or Sign restoration will carry the unexpired warranty of the Product it replaces.
- Claims made under this warranty will be honored only if (a) the Sign was dated at the time of fabrication ("Fabrication Date") using a permanent method (sticker, marker, metal stamp, etc.), (b) 3M is notified in writing of the claim within thirty days of discovery, (c) 3M is provided with the information reasonably required to validate the claim, and (d) 3M is permitted to verify the cause of the failure.
- 3M is not responsible for any additional warranties that the Sign Manufacturer offers to its customers beyond the 3M Warranty.

Table 4. Matched Component Materials

Matched Components	
Process Colors	Series 880I Series 880N
ElectroCut™ Film	Series 1170
Premium Protective Overlay Film	Series 1160

13.3 Additional Warranty and Limited Remedy

The Additional Warranty for a Sign made with the Product is that the Sign will: (a) remain effective for its intended use when viewed from a moving vehicle under normal day and night driving conditions by a driver with normal vision and (b) after cleaning, will meet the minimum coefficient of retroreflection value stated in Table 5 for the applicable Warranty Period, as measured from the Sign's Fabrication Date.

Table 5. Minimum Percent of Initial R_A (See Table 3) Retained for Applicable Warranty Period for White, Yellow, Red, Green, Blue, and Brown Sheeting

Warranty Period	Minimum Percentage R_A Retained
1-7 Years	80%
8-10 Years	70%

- If any Sign made with the Product is proven not to have met the Additional Warranty, then a buyer's **exclusive remedy**, and 3M's sole obligation, at 3M's option is:
- If this occurs within seven years of the Fabrication Date, then 3M will, at its expense, restore the Sign's surface to its **original effectiveness**; or
- If this occurs during the remainder of the Additional Warranty Period, then 3M will furnish only the necessary Product and matched component materials quantities to restore the Sign's surface to its original effectiveness.

13.4 Additional Warranty & Limited Remedy for 3934 Orange Product

The Additional Warranty for a Sign made with 3934 orange Sheeting (Orange Product) is that the Sign will: (a) remain effective for its intended use when viewed from a moving vehicle under normal day and night driving conditions by a driver with normal vision; (b) after cleaning, will retain the coefficient of retroreflection stated in Table 6 for three years, as measured from Fabrication Date; and (c) after cleaning, the Product will maintain daytime luminance equal to or greater than the minimum value specified in Table 2.

Table 6. Minimum Coefficient of Retroreflection for 3934 Orange Sheeting Product (cd/lux/m^2) (0.2° observation angle and -4° entrance angle)

Warranty Period	Minimum R_A
3 Years	80

If any Sign made with the Orange Product is proven not to have met the Additional Warranty, then a buyer's **exclusive remedy**, and 3M's sole obligation, at 3M's option, is that 3M will provide pro-rated replacement of the 3M materials.

Refer to 3M Information Folders and Product Bulletins for detailed information about recommended application procedures and equipment.

13.5 Disclaimer

THE 3M WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM, OR USAGE OF TRADE.

13.6 Limitation of Liability

Except for the limited remedy stated above, and except where prohibited by law, 3M will not be liable for any loss or damage arising from the Signs or any 3M product, whether direct, indirect, special, incidental, or consequential damages (including but not limited to lost profits, business, or revenue in any way), regardless of the legal theory asserted including warranty, contract, negligence, or strict liability.

14 Other Product Information

Always confirm that you have the most current version of the applicable product bulletin, information folder, or other product information from 3M's Website at <http://www.mmm.com/roadsafety>.

15 Literature References

3M IF 1.4	Instructions for Interstate Squeeze Roll Applicator
3M IF 1.5	Hand Application Instructions
3M IF 1.6	Hand Squeeze Roll Applicator
3M IF 1.7	Sign Base Surface Preparation
3M IF 1.8	Process Colors Series 880 and 900 Instructions for Use
3M IF 1.10	Cutting, Premasking, and Prespacing
3M IF 1.11	Sign Maintenance Management
3M IF 1.18	Digital Imaging with HP Latex 360/365 Printers on 3M™ Reflective Sheeting Series 4000 and 3930
3M IF 3.5	Digital Imaging with HP Latex 360/365/370/375 Printer on 3M™ Reflective Sheeting Series 4000 and 3930 for Rigid Temporary Traffic Control Signing Applications
3M PB 880I	3M™ Process Color Series 880I
3M PB 880N	3M™ Process Color Series 880N
3M PB 1160	Premium Protective Overlay Film
3M PB 1170	3M™ ElectroCut™ Film Series 1170

ASTM Test Methods are available from ASTM International, West Conshohocken, PA.

For Information or Assistance**Call: 1-800-553-1380****In Canada Call:****1-800-3M HELPS (1-800-364-3577)****Internet:****<http://www.3M.com/roadsafety>**

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**Transportation Safety Division**

3M Center, Building 0225-04-N-14
St. Paul, MN 55144-1000 USA

Phone 1-800-553-1380

Web [3M.com/roadsafety](http://www.3M.com/roadsafety)

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Traffic Safety and Security Division

3M™ ElectroCut™ Film Series 1170

Product Bulletin 1170
October 2016

Replaces PB 1170 dated July 2007

Description

3M™ ElectroCut™ Film Series 1170 is a durable, transparent, acrylic film coated with a transparent, pressure-sensitive adhesive that is protected by a removable liner, available in the colors in Table 1.

Table 1. Product Codes by Color

Color	Product Code
Clear	1170C
Yellow	1171
Red	1172
Orange	1174
Blue	1175
Worboy Green*	1176
Green	1177
Black (Opaque)	1178
Brown	1179

*Standard green color for U.K., Australia, and New Zealand

Series 1170 is intended for use on 3M Reflective Sheeting as part of 3M's system of matched components for signing. Series 1170 has a clear pressure-sensitive adhesive compatible with all the following 3M reflective sheetings used in permanent signing:

3M Advanced Engineer Grade Prismatic Series 7930
 3M Engineer Grade Prismatic Series 3430
 3M Engineer Grade Series 3290
 3M High Intensity Prismatic Series 3930 and 3930TT
 3M Diamond Grade™ Series 3990 and 3990TT
 3M Diamond Grade™ DG³ Series 4000 and 4000TT
 3M Diamond Grade™ Translucent DG³ Reflective Sheeting 4090T

Additionally, 3M™ ElectroCut Film 1170C Clear must be used with the following 3M reflective sheetings:
 3M Diamond Grade DG³ Prismatic Digital Sheeting 4090DS (White)
 3M High Intensity Prismatic Digital Sheeting 3930DS (White)

Series 1170 is designed with a special film liner for kiss-cutting on electronic cutting machines. Rolls are available prepunched for sprocket fed cutters or unpunched for flatbed or friction fed cutters. The colored films in the Series 1170 are often used instead of silk screened inks to provide transparent colored background copy for retroreflective street name signs and other traffic control signs. Various film widths are available to fabricate single sign panels up to 48 inches wide. For single panel signs requiring more than a single piece of sheeting or for multipanel signs such as guide signs, be sure to follow 3M color matching procedures in [Information Folder 1.10](#) to achieve satisfactory results. For best color uniformity on a colored multipanel sign, all panels must be made from the same lot of Series 1170.

Properties

Transparent clear, yellow, red, orange, blue, worboy green, green, black (opaque), and brown versions of the Series 1170 applied to compatible 3M retroreflective sheetings listed in the above section can be expected to provide performance comparable to the integrally colored version of the same reflective sheeting. The coefficient of retroreflection of a white sheeting overlaid with the Series 1170 depends primarily on the overlay film transparency and the coefficient of retroreflection of the white base sheeting. Series 1170 applied on the compatible microprismatic 3M retroreflective sheetings listed in the above section according to 3M recommendations will yield chromaticity values within the chromaticity limits given in ASTM D4956-16.

Table 1 gives the resultant minimum and maximum coefficient of retroreflection (R_A) values for each transparent Series 1170 film as a percentage of the R_A of the white reflective base sheeting on which it is applied.

Table 2. Coefficient of retroreflection* (R_A) after application of colored film Series 1170 versus the R_A of the white base sheeting (expressed as %)

Film	Minimum (% of base sheeting)	Maximum (% of base sheeting)
1171 (Yellow)	60	80
1172 (Red)	14	24
1174 (Orange)	30	--
1175 (Blue)	6.5	20
1176 (Worboy Green)	8	14
1177 (Green)	13	20
1179 (Brown)	5	--

* R_A measurements shall be made at 0.2° observation angle, -4° entrance angle, and 0° rotation, per ASTM E810.

Film Liner

Series 1170 films have a transparent film release liner designed to aid the cutting process and the removal of the film weed after cutting.

Storage

Store in a cool, dry area 65-75° F (18-24° C), 30-50% relative humidity, and use within one year from date of receipt.

Fabrication – Cutting and Application Procedures

Important Note: Read and follow the manufacturer's operating manual carefully for proper use of cutting equipment.

1. Adjust knife pressure to cut cleanly through the film and slightly score the liner. A 30° blade works best.
2. A clean cutting blade is required. To remove adhesive build-up use a soft cloth dampened with mineral spirits, isopropyl alcohol or 3M™ Citrus Base Cleaner.
3. Avoid excessive flexing when handling film as this may cause film to release from the liner.
4. After cutting is complete, lay sheets flat, face to face, back to back. Always store sheets in this manner until the sheeting has been weeded and transfer tape has been applied to sheeting.
5. Use a stripping tool designed for weeding films that has a blunt (not a sharp) edge.
6. After weeding is completed, also store sheets flat, face to face and back to back, until transfer tape is applied.
7. TPM-5 Clear Transfer Tape is recommended for best results. SCPM-3 Application Tape is also satisfactory for use on small signs. Other transfer tapes are not recommended.
8. Transfer tape can be applied either by hand using a plastic squeegee or through a hand squeeze roll applicator (HSRA). If applying the transfer tape by hand, care must be taken to always squeegee from the center to the outside in both directions. If applying the transfer tape through the HSRA the air pressure must be at 30 psi to avoid stretching the premask during application, and the “lead” edge must be cut square and fed into the nip very carefully to avoid wrinkles in the Series 1170.
9. Film Series 1170 may be applied to the sheeting either before or after the sheeting has been applied to the substrate. Use of an HSRA is recommended to ensure satisfactory results. Use the “split liner method” – start in the middle of the sheet and remove half the liner to ensure proper alignment.
10. After film Series 1170 and sheeting have been applied, remove the transfer tape by carefully removing the tape at as low an angle as possible.
11. **IMPORTANT!** When the transfer tape has been removed, reroll the sign through the laminator to ensure good adhesion.
12. Excess or overhanging film Series 1170 should be trimmed using a sharp utility knife held at a 30° angle with the substrate.

Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Safety Data Sheets (SDS) and Article Information Sheets for important health, safety and environmental information. To obtain SDSs and Article Information Sheets for 3M products, go to 3M.com/SDS, or by mail, or in case of an emergency, call 1-800-364-3577.

Warranty

For detailed warranty information, please refer to the sheeting product bulletins and the [3M™ MCS™ Warranty for Traffic](#) and [MCS Warranty Bulletins](#).

For Information or Assistance**Call: 1-800-553-1380****In Canada Call:****1-800-265-1840****Internet:****www.3M.com/roadwaysafety**

3M assumes no responsibility for any injury, loss or damage arising out of the use of a product that is not of our manufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined by the manufacturer.

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Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable at the time of this publication, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, special or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.



Traffic Safety and Security Division
3M Center, Building 0225-04-N-14
St. Paul, MN 55144-1000 USA
Phone 1-800-553-1380
Web 3M.com/roadwaysafety

3M Canada Company
P.O. Box 5757
London, Ontario N6A 4T1
1-800-3MHELPS

3M México, S.A. de C.V.
Av. Santa Fe No. 55
Col. Santa Fe, Del. Alvaro Obregón
México, D.F. 01210

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Premium Protective Overlay Film

Series 1160

Product Bulletin 1160

December 2013

Replaces PB 1160 November 2011

Description

3M™ Premium Protective Overlay Film Series 1160 is designed as a high performance protective transparent overlay for use on signs made from 3M Traffic Safety and Security Division sheetings, films, and images. Series 1160 has been specifically developed for use over signs made from 3M™ Diamond Grade™ and High Intensity Prismatic Sheeting, and 3M's system of matched components, and is recommended for use with these materials. Many types of defacement from vandalism can be cleaned from this film to substantially restore performance and appearance of the overlaid sign. Two configurations are available:

1160: with premask

1160A: without premask

Important: *A complete understanding of these instructions is recommended before sheeting application.*

Properties

A. Color and Transparency

Series 1160 is a clear, colorless film. Application of Series 1160 to a sign fabricated using 3M's matched component systems will preserve the initial and retained minimum retroreflectance specified for the sheeting used to fabricate the sign.

B. Film

Series 1160 is a high performance fluoropolymer film that provides a barrier and resists staining from common graffiti including paints, permanent marker ink, lipstick, eggs and stickers and allows for easier clean-up.

C. Adhesive and Liner

Series 1160 utilizes a clear, transparent, and pressure sensitive adhesive and has an easily removable white paper liner.

D. Premask

To aid film handling, Series 1160 is provided with a white paper premask which is easily peeled away from the film after application. After removing the premask, reroll the sign through the laminator to ensure good adhesion.

Application**A. Use Conditions Before Overlaying Film**

1. Air and substrate temperatures should be above 60°F (16°C).
2. Signs must be clean and screen printed inks completely dry.

B. Equipment

1. Mechanical squeeze roll applicator – See Information Folder 1.4.
2. Hand squeeze roll applicator – See Information Folder 1.6.
3. A laminating roll with a hardness of 35 durometer (Shore A) is recommended to minimize tenting of Series 1160 over direct apply copy or 3M™ ElectroCut™ Film Series 1170.

NOTE: Application of 1160A Film is best accomplished using a mechanical squeeze roll applicator. Use extra care when handling this film since it is not supported with a premask.

C. Premasked Film (1160)

1. Remove the premask AFTER film application to sign by lifting edge of premask with fingernail or knife and pulling premask back over itself at a vary sharp angle using a steady, even tension.

Note: Edge trim BEFORE removing premask.

WARNING: Do not allow premask to be exposed to moisture. Premask must be removed before storage or shipment.

D. Trimming

1. Use a sharp cutting blade to trim film along edges. It may be helpful to grasp the edge of the unsupported overhanging film to create tension on that portion of the film while trimming.
2. The overhanging portion of the film on the TOP EDGE of the sign may be folded over smoothly and adhered to the back edge of the sign to minimize any water or dirt intrusion along the top edge of the sign. The backside of the sign must be properly cleaned before film is applied.

E. Additional Processing

1. DO NOT apply any inks, films, or sheetings in the form of copy or images over 1160 film since this film is designed to repel adhesion of such markings.

F. Splices

1. Creating film splices to overlay a sign is not recommended.

Packaging and Storage	A. Store film in a cool, dry area, preferably 65- 75°F and 30-50 percent relative humidity. B. Faces and signs covered with overlay film do not require slipsheeting. Follow recommendations given in Information Folder 1.11 regarding proper storage, packaging, handling, shipping, and installation. C. Use within one year from date of receipt.
Cleaning	A. Materials 1. To remove normal dirt accumulation from signs, use a soft cloth and mild detergent and water solution followed by thorough water rinse. 2. To remove other contaminations such as graffiti defacement, use commercially available cleaning systems recommended for this purpose. Important: Before using any cleaning materials, read and carefully follow product label use and safety instructions. Test the cleaner on a small area of the sign to determine its suitability and to be sure it does not cause any unwanted results or damage to the performance of the sign. Avoid the use of formulations containing strong polar solvents such as ketones (acetone, methyl ethyl ketone) or methylene chloride (dichloro methane) and other chlorinated solvents. A cleaner such as 3M™ Citrus Cleaner can be effective for removal of common types of defacement such as from permanent marking pens, eggs, and stickers. A solvent such as isopropyl alcohol (IPA), or a 50/50 blend of IPA and xylene can be effective in removing paints and lacquers. Commercially available cleaners can also be highly effective. Although Series 1160 is resistant to strong solvents, prolonged exposure to solvents can result in permanent sign damage. 3. A pressure sensitive tape such as SCPM-3 from 3M also may be effective in removing certain paints and stickers. Simply roll or squeegee the tape firmly over the defaced area and carefully lift away the tape with the defacement from the overlay. Small amounts of residual defacement may require cleaning solutions as stated above to remove small areas that the tape method did not remove adequately. The sign needs to be completely dry for this method to be effective. 4. Always use soft cloths. Do NOT use abrasive brushes, scouring pads or implements to scrape defacement from sign as these will likely damage the sign permanently.
3M Basic Product Warranty and Limited Remedy	3M™ Premium Protective Overlay Film Series 1160 (“Product”) is warranted to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in this Product Bulletin. If the Product is proven not to have met the Basic Warranty on its shipment date, then a buyer’s exclusive remedy, and 3M’s sole obligation, at 3M’s option, will be refunded or replacement of the sheeting. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWY, THE 3M WARRANTY IS MADE IN LIEU OF ALL OTEHR WARRANTIES, RIGHTS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. A BUYER IS RESPONSIBLE FOR DETERMINING IF A PRODUCT IS SUITABLE FOR ITS PARTICULAR PURPOSE AND APPLICATION METHODS

Health and Safety Information	Read all health hazard, precautionary, and first aid statements found in the Material Safety Data Sheet and/or product label of chemicals prior to handling or use.
General Surface Testing	3M™ Premium Protective Overlay Film Series 1160, when used according to the recommendation of 3M, can be expected to provide the same effective field performance as the sheeting on which it is applied. Series 1160 is designed to enable signs to be cleaned from many common types of defacement caused by vandalism. The film does not prevent defacement but allows the sign to be cleaned in many situations using recommended and conventional cleaners such that the performance and appearance of the original sign is substantially restored. This would include the occasional removal of such markings as common household spray paints, lipstick, permanent pen, eggs, and/or promotional stickers. Use of sharp implements, abrasive devices or certain types of strong and or corrosive chemicals to either deface the sign or used against recommendations to attempt to clean the sign could result in permanent damage to the overlay film and underlying sign which could severely reduce the performance expectation of the original sign. This overlay film is not intended to provide sign protection from impact, cutting, gouging, or pulling of the overlay film from the sign or from the use of strong chemicals that may damage the film and/or the underlying sign. Use of a flame or other high heat source and other such extreme abuse of overlaid signs would very likely severely reduce or destroy the sign's effectiveness permanently.
Literature References	Information Folder 1.4 Instructions for Operation of Squeeze Roll Applicator Information Folder 1.5 Hand Applications Instructions Information Folder 1.6 Instructions for Hand Squeeze Roll Application Information Folder 1.11 Storage, Maintenance & Removal Instructions

FOR INFORMATION OR ASSISTANCE CALL: 1-800-553-1380

**IN CANADA CALL:
1-800-265-1840**

**Internet:
www.3M.com/roadwaysafety**

3M assumes no responsibility for any injury, loss or damage arising out of the use of a product that is not of our manufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined by the manufacturer.

Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, special or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.

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Traffic Safety and Security Division
3M Center, Building 225-4N-14
St. Paul, MN 55144-1000
1-800-553-1380
www.3M.com/roadwaysafety

3M Canada Company
P.O. Box 5757
London, Ontario N6A 4T1

3M México, S.A. de C.V.
Av. Santa Fe No. 55
Col. Santa Fe, Del. Alvaro Obregón
México, D.F. 01210

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Series 7725

Product Description

- 2-mil cast, vinyl film

Product Features

- Pressure-sensitive permanent adhesive
- Same color on both sides
- Transparent synthetic liner resists moisture absorption and static build up
- Lays flat for easier assembly of multi-color graphics
- Superior cutting as small as 0.25 inch (0.64 cm) and weeding
- Ideal for prespaced and electronically cut, screen printed or used in narrow width thermal transfer printing systems
- Expected Performance Life of 8 years (unwarranted period for unprinted film with no graphic protection, applied to a flat, vertical, outdoor surface)

Recommended Types of Graphics and End Uses

See 3Mgraphics.com/warranties for a complete list of compatible products that are approved by 3M for use with the base film covered in this Bulletin and used for the creation of a graphic that may be eligible for the 3M™ MCS™ Warranty.

- Prespaced and electronically cut graphics
- Commercial and industrial graphic applications, including emblems, vehicle graphics, labels, striping, general signage, and two-way window markings
- Thermal transfer printed graphics

Recommended Compatible Products

See 3Mgraphics.com/warranties for a complete list of compatible products that are approved by 3M for use with the base film covered in this Bulletin and used for the creation of a graphic that may be eligible for the 3M™ MCS™ Warranty.

Screen Printing Inks for 3M™ MCS™ Warranty

- [3M™ Screen Printing Ink Series 1900 \(Solvent\)](#), line color only
- [3M™ Screen Printing UV Ink Series 9800](#), line color only

Graphic Protection

- [3M™ Screen Print Gloss Clear 1920DR](#)
- [3M™ Screen Print Matte Clear 1930](#)
- [3M™ Screen Print UV Gloss Clear 9800CL](#)
- [3M™ Screen Print Matte Clear 9730UV](#)
- [3M™ Screen Print UV Gloss Clear 9740i](#)

Application Tapes

See [3M Instruction Bulletin AT-1](#) to determine what application tape is recommend for your film or finished graphic.

Quick Links

- [3M Graphics Warranties](#)
- [Technical Information Selector](#)
- [Safety Data Sheets \(SDS\)](#)
- [Flammability \(ASTM E84 Reports\)](#)
- [Videos](#)

Some of these links lead to web-based resources that are not product-specific.

Characteristics

These are typical values for unprocessed product. Processing may change the values.

Physical Characteristics

Characteristic	Value																		
Material	Cast vinyl, glossy finish																		
Opacity	Opaque																		
Film Color	See "Colors" on page 3																		
Thickness	Without adhesive: 2 mil (0.05 mm) With adhesive: 2.5 – 3.5 mils (0.063 – 0.09 mm)																		
Adhesive	Pressure sensitive																		
Adhesive Color	Clear																		
Liner	Transparent synthetic																		
Adhesion, Typical 24 hours after application	<table> <tr> <td>ABS</td><td>4 pounds/inch (0.7 kg/cm)</td></tr> <tr> <td>Acrylic</td><td>4 pounds/inch (0.7 kg/cm)</td></tr> <tr> <td>Acrylic enamel</td><td>4 pounds/inch (0.7 kg/cm)</td></tr> <tr> <td>Fruehauf pre-painted panels</td><td>4 pounds/inch (0.7 kg/cm)</td></tr> <tr> <td>Polycarbonate</td><td>4 pounds/inch (0.7 kg/cm)</td></tr> <tr> <td>Urethane paints</td><td>4 pounds/inch (0.7 kg/cm)</td></tr> <tr> <td>Aluminum, alodine</td><td>8 pounds/inch (1.4 kg/cm)</td></tr> <tr> <td>Chrome</td><td>5 pounds/inch (0.9 kg/cm)</td></tr> <tr> <td>Polypropylene</td><td>3 pounds/inch (0.5 kg/cm)</td></tr> </table>	ABS	4 pounds/inch (0.7 kg/cm)	Acrylic	4 pounds/inch (0.7 kg/cm)	Acrylic enamel	4 pounds/inch (0.7 kg/cm)	Fruehauf pre-painted panels	4 pounds/inch (0.7 kg/cm)	Polycarbonate	4 pounds/inch (0.7 kg/cm)	Urethane paints	4 pounds/inch (0.7 kg/cm)	Aluminum, alodine	8 pounds/inch (1.4 kg/cm)	Chrome	5 pounds/inch (0.9 kg/cm)	Polypropylene	3 pounds/inch (0.5 kg/cm)
ABS	4 pounds/inch (0.7 kg/cm)																		
Acrylic	4 pounds/inch (0.7 kg/cm)																		
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Fruehauf pre-painted panels	4 pounds/inch (0.7 kg/cm)																		
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Urethane paints	4 pounds/inch (0.7 kg/cm)																		
Aluminum, alodine	8 pounds/inch (1.4 kg/cm)																		
Chrome	5 pounds/inch (0.9 kg/cm)																		
Polypropylene	3 pounds/inch (0.5 kg/cm)																		
Tensile Strength	5 pounds/inch at 73 °F (0.9 kg/cm at 23 °C)																		
Chemical Resistance	- Resists mild alkalis, mild acids, and salt - Excellent resistance to water (does not include immersion)																		
Flammability	ASTM E84 test report: click here or go to the On-line Catalog at 3Mgraphics.com All available test reports: call 1-800-328-3908																		

Application Characteristics

Characteristic	Value
Finished Graphic Application Recommendation	Graphic Orientation: Vertical, non-vertical and horizontal Surface type: Flat, with and without rivets, simple curves Substrate type: Metal, glass, acrylic, polycarbonate, fiberglass, painted surfaces Application method: Wet Application temperature: (air and substrate): 50–100 °F (10–38 °C)
Applied Shrinkage	0.010 inches (0.3 mm) maximum
Temperature Range After Application	-40 to +225 °F (-40 to +107 °C) (not for extended periods of time at the extremes)
Graphic Removal	None, permanent

PLEASE SEE NEXT PAGE FOR UPDATED COLORS AVAILABLE

Colors

Solid Colors			Metallic and Transparent
10 White	53 Cardinal Red	101 Nimbus Gray	201 Slate
11 Pearl gray	54 Light Orange	103 Magenta	211 Charcoal
12 Black	56 Dark Green	105 Harvest Gold	217 Dark Blue
13 Tomato Red	57 Olympic Blue	107 Light Blue	227 Bright Blue
14 Bright Orange	58 Burgundy	117 Persian Blue	229 Copper
15 Bright Yellow	59 Putty	120 Satin Aluminum	239 Chocolate Brown
16 Khaki Green	61 Mid Gray	121 Light Gray	241 Gold
17 Vivid Blue	63 Geranium	127 Boat Blue	243 Steampunk Red
19 Deep Mahogany Brown	64 Apricot	131 Satin Gold	247 Petroleum Blue
20 Matte White	65 Light Lemon Yellow	136 Lime Green	249 Champagne
22 Matte Black	66 Forest Green	151 Traffic Gray	114 Transparent
23 Deep Red	69 Duranodic	177 Shadow Blue	
24 Terra Cotta	74 Red Orange	186 Bright Green	
25 Sunflower	77 Peacock Blue	187 Wedgewood Blue	
27 Indigo (Navy)	78 Plum	196 Apple Green	
29 Russet Brown	81 Stone Gray	197 Light Navy	
31 Medium Gray	86 Robin Egg Blue	263 Perfect match Red	
37 Sapphire Blue	89 Sandstone	273 Process Magenta	
38 Royal Purple	90 Antique White	276 Bottle Green	
39 Tan	91 Dove gray	293 Atomic Red	
41 Dark Gray	93 Imperial Red	307 Dark Aqua	
46 Kelly Green	96 Teal	357 Bermuda Blue	
47 Intense Blue	97 Soft Blue	397 Dark Blue	
48 Purple	98 Dark Violet		
49 Beige	99 Fawn		

Warranty Information

IMPORTANT NOTE

Warranty information including limitations and exceptions and warranty periods for this product can be found at 3Mgraphics.com/warranties.

IMPORTANT NOTE

Screen printed vehicle graphics require a liquid clear coat in order to be eligible for the 3M™ MCS™ Warranty. Liquid clear coats 1930 and 9730UV may haze, which is not covered by the 3M™ MCS™ Warranty.

IMPORTANT NOTE

Graphics exposed to abrasive washing conditions, harsh cleaners or chemicals are not eligible for the 3M™ MCS™ Warranty.

3M™ Scotchcal™ Film Series 7725

Series 7725

Film series 7725 are 2 mil, pressure-sensitive films designed for permanent graphics that may be prespaced and electronically cut, screen printed or used in narrow width thermal transfer printing systems. These films which are the same

color on both sides have a transparent synthetic liner that resists moisture absorption and static buildup, lays flat for easier assembly of multicolor graphics, and allows superior cutting and weeding. This film is available in 62 colors.

Film Colors

Product	Basic Colors
7725-10	White
7725-12	Black
7725-20	Matte White
7725-22	Matte Black
7725-114	Transparent

Colors available to Transportation Safety Division - May 2020

As of July 1, 2021:

- 7725-12 (Black) available in standard size rolls
- 7725-10 (white), -114 (clear), and standard colors available only in full-web width of 48" x 50.

Product	Standard Colors
7725-11	Pearl Gray
7725-13	Tomato Red
7725-14	Bright Orange
7725-15	Bright Yellow
7725-17	Vivid Blue
7725-19	Deep Mahogany Brown
7725-25	Sunflower
7725-29	Russet Brown
7725-31	Medium Gray
7725-37	Sapphire Blue
7725-41	Dark Gray
7725-46	Kelly Green
7725-47	Intense Blue
7725-49	Beige
7725-53	Cardinal Red
7725-54	Light Orange
7725-56	Dark Green
7725-57	Olympic Blue
7725-58	Burgundy
7725-63	Geranium
7725-66	Forest Green
7725-120	Satin Aluminum
7725-131	Satin Gold
7725-186	Bright Green
7725-196	Apple Green
7725-197	Light Navy
7725-263	Perfect Match Red
7725-276	Bottle Green

Warranty Coverage Overview

The warranty coverage for eligible graphics is based on the user both reading and following all applicable and current 3M Graphics Product and Instruction Bulletins. The warranty period for eligible graphics is as stated in the 3M Graphics Warranties Matrices at the time that the film was purchased. Information found at 3Mgraphics.com/warranties includes:

- [3M Graphics Warranties Bulletin](#)
 - This bulletin contains information on limitations and exceptions, and warranty period reductions for 3M Graphics Warranties. The warranty period may be reduced and stipulations may apply for certain constructions and applications, and graphic exposures as covered in this Bulletin.
- [3M Graphics Warranties Selector](#)
 - Use this selector to search for your vertical warranty period by product number, ink type, and ink/printer platform.
- [U.S. Desert Southwest Region Map](#)
 - Use this map of hot, arid desert areas to determine if you are subject to reduced warranted durabilities.

The warranties set forth in this Bulletin are made in lieu of all other express or implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, or arising out of a course of dealing, custom, or usage of trade.

3M Basic Product Warranty

3M Graphics Products are warranted to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in its applicable 3M Graphics Product Bulletin and as further set forth in the [3M Graphics Warranties Bulletin](#).

Limited Remedy

The limited remedy applicable to each warranty is addressed in the 3M Graphics Warranties Bulletin found at 3Mgraphics.com/warranties.

Limitation of Liability

Except to the extent prohibited by law, 3M SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO PURCHASER OR USER FOR ANY DIRECT (EXCEPT FOR THE LIMITED REMEDY PROVIDED HEREIN), INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LABOR, NON-3M MATERIAL CHARGES, LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, OR GOODWILL) RESULTING FROM OR IN ANY WAY RELATED TO 3M'S GRAPHICS PRODUCTS, SERVICES, OR THIS BULLETIN. This limitation of liability applies regardless of the legal or equitable theory under which such losses or damages are sought.

Warranty Period Matrices (Film Colors 10, 12, 20, 22)

Table A. Warranty Period for Finished Graphics in a Standard U.S. Vertical Exposure.

Graphic Protection	No Printing			SOLVENT Ink Series 1900			UV Ink Series 9800			UV Ink Series 9800 Metallic		
	VEH	OUT	IN	VEH	OUT	IN	VEH	OUT	IN	VEH	OUT	IN
1920DR air dry	—	—	—	5	5	5	—	—	—	—	—	—
1920DR oven dry	—	—	—	6 ¹	6 ¹	6 ¹	—	—	—	—	—	—
1930	—	—	—	2	2	2	—	—	—	—	—	—
9740i	—	—	—	6	6	6	6	6	6	5	5	5
9730UV	—	—	—	3	3	3	3	3	3	—	—	—
9800CL	—	—	—	—	—	—	5	5	5	5	5	5
None	8	7	7	—	—	—	—	—	—	—	—	—

Warranty Period Matrices (Film Colors 114, 120, 131, 201, 211, 217, 227, 229, 239, 241, 243, 247, 249)

Table B. Warranty Period for Finished Graphics in a Standard U.S. Vertical Exposure.

Graphic Protection	No Printing			SOLVENT Ink Series 1900			UV Ink Series 9800			UV Ink Series 9800 Metallic		
	VEH	OUT	IN	VEH	OUT	IN	VEH	OUT	IN	VEH	OUT	IN
1920DR air dry	—	—	—	5	5	5	—	—	—	—	—	—
1920DR oven dry	—	—	—	5 ¹	5 ¹	5 ¹	—	—	—	—	—	—
1930	—	—	—	2	2	2	—	—	—	—	—	—
9740i	—	—	—	5	5	5	5	5	5	5	5	5
9730UV	—	—	—	3	3	3	3	3	3	—	—	—
9800CL	—	—	—	—	—	—	5	5	5	5	5	5
None	5	5	5	—	—	—	—	—	—	—	—	—

Warranty Period Matrices (All other film colors)

Table C. Warranty Period for Finished Graphics in a Standard U.S. Vertical Exposure.

Graphic Protection	No Printing			SOLVENT Ink Series 1900			UV Ink Series 9800			UV Ink Series 9800 Metallic		
	VEH	OUT	IN	VEH	OUT	IN	VEH	OUT	IN	VEH	OUT	IN
1920DR air dry	—	—	—	5	5	5	—	—	—	—	—	—
1920DR oven dry	—	—	—	6 ¹	6 ¹	6 ¹	—	—	—	—	—	—
1930	—	—	—	2	2	2	—	—	—	—	—	—
9740i	—	—	—	6	6	6	6	6	6	5	5	5
9730UV	—	—	—	3	3	3	3	3	3	—	—	—
9800CL	—	—	—	—	—	—	5	5	5	5	5	5
None	6	6	6	—	—	—	—	—	—	—	—	—

1. Warranty requires oven drying the last color of ink series 1900 and screen print 1920DR for 2 hours at 150 °F (65 °C).

Reduced Warranty Period for Other Graphic Exposures

For other graphic exposures, determine the applicable reduced warranty period by multiplying the standard warranty period (in years) for your graphic construction as shown in the applicable warranty period tables by the percentage shown for the intended graphic exposure. See "Exposure Types" on page 3 of the 3M Graphics Warranties Bulletin for graphic exposure definitions.

Table D. Reduced Warranty Period for Other Graphic Exposures

If the Graphic Exposure is:	Use this Percentage of Vertical Exposure, Warranty Period	Calculation Examples
Desert Southwest Vertical	70%	0.7 x 7 years = 4.9 years
U.S. Horizontal	0%	0 x 4 years = 0 years

Legibility Warranty - Only for Fleet Graphics with Horizontal Exposure and Selected Constructions

Applications subjected to maximum sunlight and environmental conditions used on rooftops of commercially-owned fleet vehicles where identification from the air is needed are warranted for legibility only for the following constructions. The finished graphic will change color, lose gloss and chalk, which is not covered by warranty.

Film Colors: 10, 11, 12, 13, 14, 15, 20, 22, 53		Horizontal Exposure	
Ink Series	Clear	U.S.	U.S. Desert Southwest
No printing	None	5	3

Additional Limitations

See the 3M Graphics Warranties Bulletin at [3MGraphics.com/warranties](https://www.3mgraphics.com/warranties), for terms, additional limitations of your warranty, if any, information on reduced warranties for different exposures, and limitations of liability.

Factors that Affect Graphic Performance Life

The actual performance life of a graphic is affected by:

- the combinations of graphics materials used.
- complete ink drying or curing.
- selection, condition and preparation of the substrate.
- surface texture.
- application methods.
- angle and direction of sun exposure.
- environmental conditions.
- cleaning or maintenance methods.

Graphics Manufacturing



Before using any equipment, always read the manufacturer's instructions for safe operation.

Thermal Transfer Printing

Formulations and processing conditions can affect ink durability. Refer to the 3M Product and Instruction Bulletins for your ink limitations and proper usage.

This film can be imaged with narrow width thermal transfer printing systems. Refer to the equipment manufacturer's literature for details.

Screen Printing

Formulations and processing conditions can affect ink durability. Refer to the Product and Instruction Bulletins for your ink for limitations and proper usage.

Whether you apply screen print clears with traditional screening methods or roller coating, use equipment designed to handle high viscosity materials and make sure the coating is evenly applied to the specifications in the clear's 3M Instruction Bulletin.

Cutting

See [3M Instruction Bulletin 4.1](#) for Sheeting, Scoring and Film Cutting details.

Weeding

The excess film should be weeded (removed) as soon after cutting as practical. This is to minimize the effect of possible adhesive flow 24 or more hours after cutting.

Graphic Protection

Graphic protection may improve the appearance, performance and durability of the graphic. Click on the graphic protection options listed in the "Recommended Compatible Products" on page 1 or see the [3M Graphics Market Product Catalog](#), for more information.

Application Tapes

There are two types of application tapes. See [3M Instruction Bulletin AT-1](#) to determine what application tape is recommended for your film or finished graphic.

Premasking Tape

Increases stiffness during application while preventing stretching and damage. Use when little or no liner is exposed. See [3M Instruction Bulletin 4.3](#) for complete details.

Prespacing Tape

Holds cut and weeded letters or graphics in place during application and after removing the film liner, while preventing stretching and damage. Use when large amounts of liner are exposed. See [3M Instruction Bulletin 4.3](#) for complete details.

Application and Installation

In addition to other 3M Bulletins specified in this document, the following Bulletins provide details that you may need to successfully apply a graphic.

- [3M Instruction Bulletin 3.11](#). Screen Printing, 3M™ Screen Printing Ink Series 1900 four color and Screen Print Clear VI0402.
- [3M Instruction Bulletin 3.12](#). Screen Printing, 3M™ Screen Printing Ink Series 1900 Line Color and Screen Print Clear VI0402.
- [3M Instruction Bulletin 3.20](#). Screen Printing, 3M™ Screen Printing UV Ink Series 9800 for Line Color Only.
- [3M Instruction Bulletin 3.21](#). Screen Printing, 3M™ Screen Printing UV Ink Series 9800 for Four Color Only.
- [3M Instruction Bulletin 5.5](#) Application, General Procedures for Interior and Exterior Dry Application
- [3M Instruction Bulletin 5.7](#). Application, Wet Method for Translucent, Inkjet, Screen Printed and Cut Graphics.

Maintenance and Cleaning

Use a cleaner designed for high-quality painted surfaces. The cleaner must be wet, non-abrasive, without solvents, and have a pH value between 3 and 11 (neither strongly acidic nor strongly alkaline). See [3M Instruction Bulletin 6.5](#) for details.

Removal

This film uses a permanent adhesive. This film is not easily or cleanly removable. See [3M Instruction Bulletin 6.5](#) for details.

Shelf Life, Storage and Shipping

Shelf Life

The shelf life is **never more than 3 years** from the date of manufacture on the original box.

If you process the film, the shelf life is changed to **1 year** from the processing date, but not later than the 3 year maximum from the manufacturing date.

Storage Conditions

- 40° to 100°F (4° to 38°C)
- Out of sunlight
- Clean, dry area
- Original container
- Bring the film to print room temperature before using

Shipping Finished Graphics

Flat, or rolled printed side out on 5 inch (13 cm) or larger core. This helps prevent the liner, and, if used, the application tape from popping off.

Health and Safety



CAUTION

When handling any chemical products, read the manufacturers' container labels and the Safety Data Sheets (SDS) for important health, safety and environmental information. To obtain SDS sheets for 3M products go to 3M.com/SDS, or by mail or in case of an emergency, call 1-800-364-3577 or 1-651-737-6501.

When using any equipment, always follow the manufacturers' instructions for safe operation.

Bulletin Change Summary

For the most current 3M Technical Information available to successfully use this product, please view this Bulletin electronically and click on the blue underlined links to view the relevant documents. This Bulletin has been substantially changed. Please read the entire Bulletin thoroughly.

Release R APR-2016:

- Updated Product Bulletin to new format.
- Updated color options, see "Colors" on page 3.

3M Commercial Solutions

3M Center
Building 220-12E-04
St. Paul, MN 55144-1000
1-800-328-3908
Fax 651-736-4233
www.3M.com/graphics

3M Canada

PO Box 5757
London, ON N6A 4T1
1-800-265-1840
Fax 519-452-6245

3M México S.A. de C.V.

Av. Santa Fe No. 55
Col. Santa Fe, Del. Alvaro Obregón
México D.F. 01210
General 5255-5270-0400
Fax 5255-5270-2277

3M Puerto Rico, Inc.

350 Chardon Avenue
Suite 1100
San Juan, PR 00918
General 787-620-3000
Fax 787-620-3018



Transportation Safety Division

3M™ Slipsheeting

Product Bulletin Slipsheeting
January 2021

Initial Issue

1 Description

3M™ Slipsheeting (“Slipsheeting”) is a coated paper packaging product that helps protect sign faces from blocking, scuffing, and scratching during storage and transport. 3M Slipsheeting is a generic name for two different materials: our primary slipsheeting material, which is light green and glossy on one side, and an alternate slipsheeting material, which is white on both sides, glossy on only one.

2 Usage

All imaged sign faces produced using the 3M system of matched components should be protected by interleaving the sign faces with clean Slipsheeting. Interleaved Slipsheeting must be placed with its glossy side towards the sign face. Double faced signs must have the glossy side of a piece of Slipsheeting against each sign face. See [3M Information Folder 1.11](#) for usage details.

When the primary slipsheeting material is not available, we will supply you with an alternate slipsheeting material. 3M has evaluated the alternate slipsheeting material and determined that it can be used in the same way as the primary slipsheeting material with two exceptions:

- 1 It may not be used as slipsheeting for 3M™ Engineer Grade Reflective Sheeting Series 3200 (“3200”) and 3M™ Advanced Flexible Engineer Grade Reflective Sheeting Series 7300 (“7300”), unless digitally imaged and overlaminated with clear 3M™ ElectroCut™ Film Series 1170 (“1170C”); and
- 2 It may not be used as slipsheeting for signs screen printed using 3M™ Process Color Series 990 inks.

Table 1 indicates slipsheeting compatibility for each 3M reflective sheeting product and imaging method.

Table 1. Slipsheeting compatibilities based on 3M sheeting product and imaging method.

	Series 990 Inks	Series 880i, 880n, and 1130AQM Inks	Direct Applied Copy	Colored Series 1170 Films	Digitally Printed Sheeting with 1170C Film
Series 3430 Series 3830 Series 3930 Series 3940 Series 3990 Series 4000		 	 	 	 
Series 7300					 
Series 3200					 
 Primary Slipsheeting				 Alternate Slipsheeting	

3 Storage

The Slipsheeting should be stored in a cool, clean, dry area, and used within two years of date of manufacture. Partially used rolls should be returned to their shipping cartons or suspended horizontally from rods or pipes through their cores. Cut sheets should be stored flat.

For details regarding sign processing, packaging and shipping, please refer to [3M Information Folder 1.11](#).

4 Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Safety Data Sheets (SDS), Article Information Sheets, and products labels of any materials for important health, safety, and environmental information prior to handling or use. To obtain SDSs and Article Information Sheets for 3M products, go to 3M.com/SDS, contact 3M by mail, or for urgent requests call 1-800-364-3577.

5 Warranty Information

The Slipsheeting is made available to you in “AS IS” condition. 3M MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO 1) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE; 2) WARRANTIES RELATED TO THE SLIPSHEETING'S EFFECTIVE LIFE OR ABILITY TO SURVIVE ANY TESTING; OR 3) WARRANTIES OF TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. You are solely responsible for evaluating and determining whether the Slipsheeting is suitable and appropriate for your particular use and intended application, and for the safe handling of the Slipsheeting. You understand that the Slipsheeting performance and any finished materials incorporating the Slipsheeting depends upon a variety of factors including, but not limited to, preparation, application procedure, geographic area, exposure conditions, and maintenance. You assume the entire risk as to use, quality, and performance of Slipsheeting.

5.1 Limitation of Liability

Except where prohibited by law, 3M will not be liable for any loss or damage arising from Slipsheeting or any 3M product, whether direct, indirect, special, incidental, or consequential damages (including but not limited to lost profits, business, or revenue in any way), regardless of the legal theory asserted including warranty, contract, negligence, or strict liability.

6 Other Product Information

Always confirm that you have the most current version of the applicable product bulletin, information folder, or other product information from 3M's Website at <http://www.3M.com/roadsafety>.

7 Literature References

3M IF 1.11	3M™ Reflective Sheeting Sign Maintenance Management
3M PB 990	3M™ Process Color Series 990
3M PB 1170	3M™ ElectroCut™ Film Series 1170
3M PB 3200	Engineer Grade and Utility Grade Reflective Sheeting Series 3200, 3260 and 5200
3M PB 7300	3M™ Advanced Engineer Grade Reflective Sheeting Series 7300

For Information or Assistance**Call: 1-800-553-1380****In Canada Call:****1-800-3M HELPS (1-800-364-3577)****Internet:****<http://www.3M.com/roadsafety>**

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3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of our manufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined by the manufacturer.

Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable at the time of this publication, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, special or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.

**Transportation Safety Division**

3M Center, Building 0225-04-N-14
St. Paul, MN 55144-1000 USA

Phone 1-800-553-1380

Web 3M.com/roadsafety

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Cutting, Premasking and Prespacing of 3M™ Reflective Sheetings

Information Folder 1.10

September 2010

Replaces IF 1.10 dated July 2007

Follow the Instructions

3M recommends only the standard practice outlined in this information folder. Procedures and materials which do not literally conform to these instructions are excluded. See warranty information in sheeting product bulletins.

Cutting Sheets

Reflective sheetings can be cut using a variety of techniques. Single sheets can be hand cut, die cut or electronically cut. Volume cutting can be accomplished by methods such as band sawing, roll cutting or guillotine cutting.

All cutting tools must be kept sharp and clean to minimize the possibility of damage to sheeting or film or adhesive transfer.

In order to reduce the possibility of stress cracking, the inside corners of cut out letters and symbols should be rounded using the largest radius consistent with acceptable appearance, but in no case less than 1/8-inch.

A. Electronic Cutting

All 3M reflective sheeting for permanent signing is electronic cuttable. Cutting can be accomplished on a flat bed plotter or friction fed plotter. Please contact 3M Traffic Safety Systems Division technical service for recommendations.

B. Hand Cutting

Single sheets may be hand-cut using a scissors, razor blade, or other cutting tool. The cutting edges must be kept sharp.

When cutting with a razor blade or other tool, lay the sheeting or film, liner side down, on a flat surface and cut from the face side.

C. Band Sawing General

A band saw can be used for general cutting of large sheets or for precision cutting of specific shapes.

1. Blade Selection

A “skip tooth” blade with few teeth per inch is used for cutting sheeting. It should have sufficient set for good clearance to prevent the teeth from filling. Blade specifications for two blades which have been used successfully are given below:

	Milford “Profile” Blade <u>No. S-3104</u>	Do-All “Buttress” <u>Blade</u>
Width	3/16"	3/16"
Pitch	4	4
Set	.042"	—
Gauge	.025"	.025"

The blade must be sharp in order to maintain a good edge when cutting curves and angles. When it dulls, the blade will begin to tear the sheeting, and must be changed.

2. Saw Speed/Stack Height

Corrected saw speeds are necessary for proper cutting. Do not use heavy pressure to accelerate cutting speed as it will overheat the blade. Recommended speeds and the maximum number of sheets to be cut in one stack are listed on page 2.

D. Bandsawing Unprocessed Symbols and Legends

To cut symbols and legends from unprocessed sheeting, stack the material on a sheet of 1/4 inch plywood, and butt the sheetings tightly against guide boards set along the sides of the stack (Figure 1). When the stack is complete, cover with 1/8-inch wallboard upon which the pattern to be cut has been drawn or silk screened.

Drive nails through the stack and into the plywood to hold it in place, then remove the stack from the assembly fixture and saw as one piece. Note: If material is to be cut liner side up, layout must be drawn in reverse.

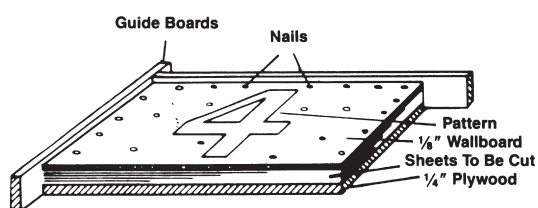


Figure 1

E. Bandsawing Printed Emblems and Copy

When printed markings or copy are to be sawed, make sure that each sheet in the stack is in register. This may be done by registering the sheets, during screen printing, against the guide boards when stacking the sheets for sawing (See Figure 1). For best results sheets should be squared at three points or more.

Another method to assure accurate stacking is to include register marks in the screen printing stencil so that the marks appear on each sheet (Figure 2). Screen the register marks on the plywood base, and drive a nail perpendicular from the bottom up through the plywood in the center of each register mark. Build the stack by pushing the nail through the center of each register mark on each sheet. When complete, the stack will be perfectly aligned and all sheets will be cut the same way.

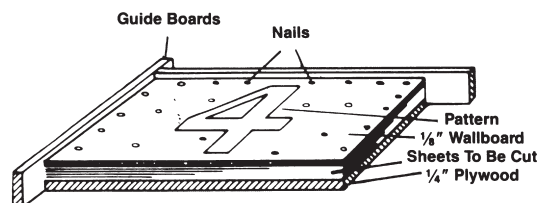


Figure 2

Not more than six sheets of 0.080 inch (2mm) or thicker aluminum may be cut in one stack; 10 sheets is the maximum stack height for aluminum which is less than 0.080: (2mm) thick.

F. Unmounted Bandsawing

Unmounted 3M reflective sheeting can be processed using a saw speed of 1000-1500 feet per minute and a maximum of 25 sheets.

G. Roll Cutting

Wide rolls can be cut to narrower widths using a roll cutting machine. The user must determine the accuracy and quality of cut for various sheetings.

H. Guillotine Cutter

Large volume cutting of straight edge sheets and markings can be easily and accurately accomplished using a guillotine-type cutter. The type and condition of the cutter and the technique employed will determine accuracy, tolerances, and quality of the cut. Evaluation of the process for the intended use is recommended prior to volume cutting.

The table under "Cutting Recommendations" gives maximum stack height for sheets 24 inches x 24 inches (61cm x 61cm) or larger. For smaller sheets reduce stack height accordingly.

Cardboard inserts can be used as counters in the larger stacks. If the bottom sheet(s) have a rough finish or small tabs after cutting, a piece of cardboard placed at the bottom of the stack will ensure a cleaner cut. Cardboard inserts are to be figured as a part of the total stack height.

To clean the blade of residual adhesive material, paper and film dust, wipe periodically with a cloth soaked in mineral spirits, then dry the blades thoroughly.* Sharp cutting blades are essential for good, clean cuts. If a blade is being used on an average of 8 hours per day, it should be resharpened every ten days.

*When using solvents for clean-up, it is essential that proper precautionary measures for handling such materials be observed.

Certain sheetings should be double cut as specified in the "Cutting Recommendations" table since the bevel edge of the blade tends to crack these materials. Therefore, when trimming, waste portion of any stack to be cut should rest against bevel edge of blade (Figure 3). If a stack is to be cut in half, allow sufficient area for additional trim cut of that edge which rests against bevel edge of blade.

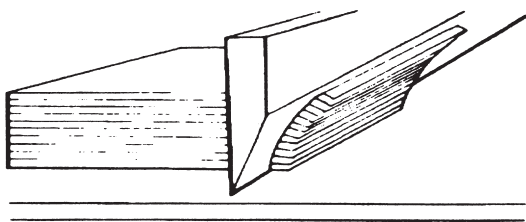


Figure 3

Some sheetings which have softer adhesives may tend to form tacky edges (adhesive ooze). To minimize ooze, the following procedures should be observed:

1. Ooze forms primarily on the flat side of the blade and not on the bevel side. Therefore, double cutting is not recommended.
2. Keep blade clean and sharp.
3. Cut in short stacks.
4. If adhesive ooze is encountered, it should be removed at the guillotine before the sheets are jobbed. Ooze can be removed easily by applying Scotch™ Masking Tape to the cut edge of the sheets. When the tape is removed, the adhesive ooze will adhere to the tape and be removed with the masking tape.
5. If adjustable, guillotine clamp bar pressure should be set at minimum.

I. Steel Rule Die Cutting

Large volume cutting can be effectively accomplished using the die cutting technique. Die cutting is usually done in a platen press so the work may be hand-fed. The material is fed into the press, using the same edges of the material, side guide and gripper edge that the printer uses for this register. With careful make-ready, the platen is raised until the entire die design is cutting cleanly. Single bevel and double bevel steel rule dies typically provide the best performance.

Radius corners are recommended on cut-out letters to avoid stress cracking. Minimum radius should be 1/8-inch on 3-inch letters. Care must be taken to insure prismatic sheeting is not damaged by the punching action of the die press.

Prespacing, Premasking and Transfer Tapes

Premasking and prespacing of sheeting simplifies the handling and application of markings and legends. 3M tapes fill these functions as follows:

Uses of Tapes

Application Aid

Application tapes when applied properly to mark sheeting, reduce stretching, wrinkling and air entrapment during hand application. The increased stiffness provided by the tape aids with the handling of marking (4 sq. ft. or larger), striping, intricate sign markings and for applications performed at high temperatures.

Imprinted Application Instructions

Application instructions and registry marks which aid in positioning and application can be imprinted on the surface of the tape.

Prespace Legends & Markings

Prespacing cut out letter legends eliminates the time-consuming layout of individual letters on the application surface.

Important: Color or clear processed sheeting must be dried thoroughly before application of tape. Follow drying procedure recommended for color and sheeting used.

Table 1

<u>Tape</u>	<u>Recommended Use</u>
SCPS-2 Prespacing Tape (White)	For prespacing legends which may or may not be premasked and for electronic cut letters and emblems.
SCPM-3 Application Tape (White)	Application Aid: Provides rigidity when liner is removed, reduces film stretching, wrinkling, and air entrapment during hand application, particularly helpful during hot weather or when applying large or intricately shaped emblems and letters.
TPM-5 Transfer Tape (Clear)	For premasking or applying prespaced legends wherever a clear transfer tape is desirable. Recommended for Series 1170 film.

Hand Application of Tapes

Sheets from which emblems are to be cut should be left unmasked 1/8-inch to 1/4-inch (3-6mm) along one of the edges that form the registry corner. This corner will normally be used for registry during cutting and its edge must be free of tape. The untaped edge will be removed in final die-cutting or trimming.

A. Strip application tape from roll and lay adhesive side up on table (Figure 5).

B. Drop material to be premasked into position face down on tape (Figure 6).

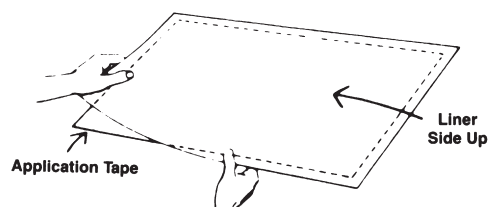


Figure 5

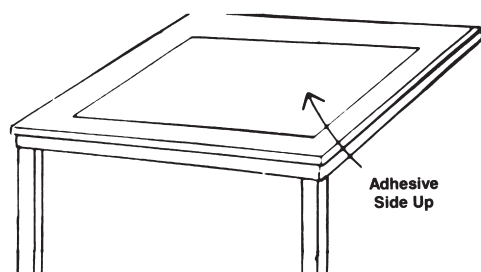


Figure 6

C. Squeegee to tape from center out (Figure 7).

D. Trim to size or cut to shape (Figure 8).

Prespacing of letters smaller than 3/4-inch (1.9cm) on filigree and other intricate designs with narrow stroke widths must be on a test and approval basis.

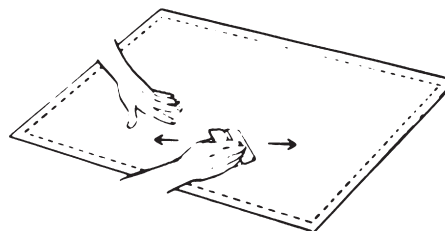


Figure 7

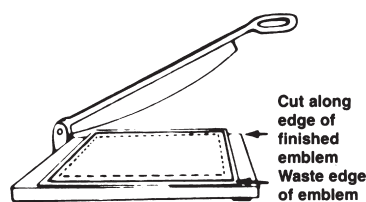


Figure 8

E. The 3M Hand Squeeze Roll Applicator may be used to apply premask, prespacing and transfer tapes. Reference IF 1.6.

F. Squeeze Roller Application

The Interstate Squeeze Roller Applicator may be used for premasking, prespacing and transfer tapes. Reference IF 1.4.

G. Storage

Store all tapes in a cool, dry area indoors and use tape within one year after date of purchase. Store rolls of tape horizontally from the roll core. Do not expose tape to sunlight.

Taped sheeting should be applied within one year after assembly. Exposure to sunlight may cause the tape to permanently bond to the sheeting or film. Avoid stacking; if temporary stacking is necessary, follow stacking recommendations for sheeting or film being stacked.

H. Application of Premask or Prespaced

Sheeting

The product combination of the taped sheeting may be applied by hand (IF 1.5), HSRA (IF 1.6) or powered squeeze roll (IF 1.4).

Important: To remove premask pull back on itself at 180° angle. After removal of the transfer tape, always resqueegee or reroll the sheeting.

Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Material Safety Data Sheet, and/or product label of chemicals prior to handling or use.

Literature Reference

- IF 1.4 Instructions for the Interstate Squeeze Roll Applicator
- IF 1.5 Hand Application Instructions for Reflective Sheeting and Scotchal™ Films with PSA
- IF 1.6 Hand Squeeze Roll Applicators

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Traffic Safety Systems Division

3M Center, Building 0235-03-A-09
St. Paul, MN 55144-1000
1-800-553-1380
www.3M.com/tss

3M Canada Company

P.O. Box 5757
London, Ontario N6A 4T1
1-800-3MHHELPS

3M México, S.A. de C.V.

Av. Santa Fe No. 55
Col. Santa Fe, Del. Alvaro Obregón
México, D.F. 01210

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Process Color

Series 880I

Product Bulletin 880I

April 2011

Replaces PB 880 dated July 2010

Description

3M™ Process Color Series 880I is designed as part of the matched component system for application by screen processing. 3M process color series 880I can be screen processed on both applied and unapplied 3M™ Engineer Grade Prismatic Reflective Sheeting Series 3430, 3M™ High Intensity Prismatic Reflective Sheeting Series 3930, 3M™ Diamond Grade™ VIP Reflective Sheeting Series 3990 and 3M™ Diamond Grade™ DG³ Reflective Sheeting Series 4000. Please reference the appropriate product bulletin. Application to other grades or types of sheetings or surfaces is not recommended.

Colors

Series 880I process color is intended for use in the production of traffic control signs. Signs made using these materials will have a similar appearance when viewed from a vehicle in daylight or at night.

The following 880I series process colors are applied by screen processing:

880I Toner	887I Brown
882I Traffic Sign Red	888I Green
883I Blue	891I Thinner
884I Yellow	893I Violet
885I Black (Opaque)	894I Lemon Yellow
886I Orange	895I Magenta

Series 880I process colors should not be blended with any other series process colors produced by 3M or any other manufacturer. 3M assumes no responsibility for premature failure of sign face legends that have been processed with non-3M process colors.

Screen Processing

1. Equipment and Set-up

Proper color and durability is achieved by using a high grade polyester, monofilament screen fabric mesh size P.E. 157. Other size screen fabric mesh sizes do not produce satisfactory color and durability and are not recommended. Screen processing should be accomplished using the off-contact screening method. Direct contact screen printing should not be used. Refer to Information Folder 1.8 for the proper techniques of off-contact screen processing. Be sure that screens, sheeting, plus screening and drying areas are dust, dirt, and lint free.

2. Coverage

Transparent process colors screened through a P.E. 157 screen fabric will cover approximately 1200 sq. ft. per gallon. Coverage will be affected by the extent of thinning, equipment used, and application procedure.

3. Mixing and Thinning

It is important that the colors and sheetings be brought to normal ambient room temperature and humidity of the screen processing area before processing. Thinning should not be necessary, except to replace solvents lost by evaporation during processing. Thin sparingly using 3M™ Thinner of the same series as the process colors. Do not use extenders, drying agents, or other materials as they will adversely affect performance life. Do not mix with any other series of process colors or clears produced by 3M or any other manufacturers. For detailed instructions, refer to Information Folder 1.8.

4. Clear Coating

3M™ Process Color Series 880I transparent or opaque colors **need not** be clear coated.

Edge Sealing

Edge sealing is not recommended.

Air Drying

Processed sheeting for air drying must be placed on open racks to allow adequate air circulation. High volume fans must be directed through the racks. Drying times will be increased by high humidity, low temperature, poor air circulation, heavy color coat, and excessive thinning. Addition of drying agents is not recommended. Sheeting processed with Series 880I colors must be air dried for a minimum of 3 hours per color.

Oven Drying

Processed sheeting for oven dried must be placed on open racks individually with sufficient open space for unobstructed air flow.

	Flow Out Time (1)	Bake Each Color (2)	Bake Final Color (2)	Oven Temp. (3)
Series 880I	10 min. (with fans)	30 min.	30 min.	105° ± 5°F (41° ± 3°C)

1. Before placing in the oven, rack individually to permit proper flow out of color.
2. Excessive baking can deaden adhesive.
3. Oven must provide horizontal air flow.

Conveyor Drying

Signs to be dried must be placed to allow unobstructed air flow. The conveyor speed must be able to be adjusted to meet the requirements for flow-out times and heat. If immediate packaging is planned, a cooling zone capable of cooling the sign faces to room temperature of 65°-75°F (18°-24°C) is needed. Typically, the cooling zone should be the same length as the heating zone. The temperatures stated are at the sign face and not the oven temperatures. (See Table 1).

Table 1

Series 880N		
Flow-Out Time	Between Colors	Final Color
30 seconds	2 minutes @ 185°F (65°C)	2 minutes @ 185°F (65°C)

Slipsheeting and Packaging

3M™ screen processed signs must be protected with SCW 568 Slipsheet Paper. Place the glossy side of the slipsheeting against the sign face and pad the face with closed cell packaging foam. Double faced signs must have the glossy side of the slipsheet against each face of the sign.

Unmounted screened faces must be stored flat and interleaved with SCW 568 slipsheet, glossy side against the sign face. Packages of finished sign faces must include sufficient nylon washers for mounting.

Storage

Series 880I process color should be stored at general warehouse storage (16°C/60°F to 27°C/80°F). The color has a shelf life of 12 months from customer receipt.

Troubleshooting Tips

The following troubleshooting tips are suggestions to minimize the potential for cracking of sheeting after screening with Series 880I process colors:

1. Screen applied sheets rather than unapplied sheets.
2. Use piggy-back box fans to provide air flow through entire drying rack. Have these fans running from the time the first sheet or sign is racked until 3 hours after the last sheet or sign is racked.
3. When drying unapplied sheets, use a smooth cardboard underliner on the drying rack shelves.
4. Avoid flexing sheeting when color is wet.
5. Avoid adding excessive thinner to the color.
6. Use every other shelf on drying racks.
7. Avoid use of solvents when cleaning sheeting prior to screening. If necessary, use a tack cloth to clean sheeting.

Environmental, Health and Safety Information

Read all health hazard, precautionary and first aid statements found in the Material Safety Data Sheet, and/or product label of chemicals prior to handling or use.

Consult federal, state and local air quality regulations that may regulate or restrict product use.

General Performance Considerations

3M process colors series 880I which is processed according to 3M recommendations can be expected to provide durability for traffic sign uses comparable to that of the 3M sheeting on which they are applied, with the following exceptions: Process Color 886I Orange processed on white reflective sheeting will provide 3 year durability; 894I Lemon Yellow and 895I Magenta will provide 5 year durability; 893I Violet and 887I Brown will provide 7 year durability. Durability will be substantially reduced by toning the colors. The durability of sheeting or screen processed sheeting exposed in any position other than vertical or near vertical may be significantly reduced. The durability statements expressed herein do not apply for the use of sheeting for vehicle markings. Contact your 3M sales representative to clarify the durability of such applications. See sheeting product bulletins for specific warranty details.

Special Color Formulation Warranty Statement

3M has developed specific colors within 3M™ Process Color Series 880I that have been evaluated for their durability (in terms of retained translucency and resistance to fade) based on actual outdoor weathering. Customers who purchase specially blended colors from 3M or who blend these colors themselves can expect that the blended colors will last as long as the component colors would last individually. Many blended process colors will be durable for periods up to 10 years. However, since blended formulations often contain individual component colors that have differing expected durability, users will experience color shifts over time. More rapid color shift will occur with special colors that contain a higher percentage of shorter durability colors. In addition, toners significantly reduce durability. For these reasons, 3M cannot make a specific durability statement for any special colors.

Literature Reference

PB 3430	3M™ Engineer Grade Prismatic Reflective Sheeting Series 3430
PB 3930	3M™ High Intensity Prismatic Reflective Sheeting
PB 3990	3M™ Diamond Grade™ VIP Reflective Sheeting Series 3990
PB 4000	3M™ Diamond Grade™ DG ³ Reflective Sheeting
IF 1.4	Instructions for Operation of Interstate Squeeze Roll Applicator
IF 1.5	Hand Application Instructions for 3M™ Reflective Sheeting and
IF 1.6	Hand Squeeze Roll Applicators
IF 1.7	Sign Base Surface Preparation for 3M™ Reflective Sheeting Application
IF 1.8	Application of 3M™ Process Color 700, 800 and 990 on 3M™ Reflective Sheatings
IF 1.11	Reflective Sheeting Sign Maintenance Management

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**Traffic Safety Systems Division**

3M Center, Building 235-3A-09
St. Paul, MN 55144-1000
1-800-553-1380
www.3M.com/tss

3M Canada Company

P.O. Box 5757
London, Ontario N6A 4T1
1-800-3MHELPS

3M México, S.A. de C.V.

Av. Santa Fe No. 55
Col. Santa Fe, Del. Alvaro Obregón
México, D.F. 01210

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Process Color

Series 880N

Product Bulletin 880N

January 2013

Replaces PB 880N dated July 2010

Description

3M™ Process Color Series 880N is designed as part of the matched component system for application by screen processing. 3M process color series 880N can be screen processed on both applied and unapplied 3M™ Engineer Grade Prismatic Reflective Sheeting Series 3430, 3M™ High Intensity Prismatic Reflective Sheeting Series 3930, 3M™ Diamond Grade™ VIP Reflective Sheeting Series 3990 and 3M™ Diamond Grade™ DG³ Reflective Sheeting Series 4400. Please reference the appropriate product bulletin. Application to other grades or types of sheetings or surfaces is not recommended.

Colors

Signs made using these materials will have a similar appearance when viewed from a vehicle in daylight or at night. The following 880N series process colors are applied by screen processing:

880N Toner
 882N Traffic Sign Red Process Color
 883N Blue Process Color
 884N Yellow Process Color
 885N Black Process Color
 886N Orange Process Color
 887N Brown Process Color
 888N Green Process Color
 892 F low Additive
 711N Thinner

Series 880N process colors should not be blended with any other series process colors produced by 3M or any other manufacturer. 3M assumes no responsibility for premature failure of sign face legends that have been processed with non-3M process colors.

Screen Processing

1. Equipment and Set-up

Proper color and durability is achieved by using a high grade polyester, monofilament screen fabric mesh size P.E. 157. Other screen fabric mesh sizes do not produce satisfactory color or durability and are not recommended. Screen processing should be accomplished using the off-contact screening method. Direct contact screen printing should not be used. Refer to Information Folder 1.8 for the proper techniques of off-contact screen processing. Be sure that screens, sheeting, plus screening and drying areas are dust, dirt, and lint free.

2. Coverage

Transparent process colors screened through a P.E. 157 screen fabric will cover approximately 1200 sq. ft. per gallon. Coverage will be affected by the extent of thinning, equipment used, and application procedure. **Do not reclaim any unused ink that remains in the screen. Dispose of appropriately.**

3. Mixing

Process colors must be mixed prior to use. Shake for at least one minute by paint shaker or three minutes by hand. For best results, after shaking, mix mechanically for at least five minutes at 1000 - 2000 RPM with the equivalent of a 3 blade, 2 inch (5.1 cm) diameter propeller powered by an air-driven motor. Let stand for one hour. Cover as soon as possible after mixing and during use.

4. Thinning and Flow Additive

Series 880N process colors are formulated to be at screening viscosity directly out of the can. If a lower viscosity process color is needed for screening, there are two choices for thinners. 3M™ 711N thinner is a general purpose thinner that will work in most applications. 3M™ CGS-80 thinner/retarder is a more specialized thinner that will slightly increase drying times and should be used if drying in the screen is a problem.

Thinners should be added sparingly and only to a point that results in a good quality screened image. Over-thinning may result in screening errors such as non-wets, or “fish” eyes. A good general rule is to add thinner until the color lifted with the stationary propeller “piles” just slightly, on the surface as it flows back into the container

892 Flow Additive can be used to improve flow characteristics. Refer to Information Folder 1.8.

NOTE: If at all possible, the mixing and thinning should be done the night before and then just before screening, hand mix with a spatula.

CAUTION: Do not retard drying (use CGS-80) on unmounted sheeting in cold weather (< 30°F) or dry humidity (< 30 % RH), as cracking may occur. Use 3M™ 711N thinner ONLY in these conditions.

5. Clear Coating

Series 880N transparent or opaque colors need not be clear coated.

Edge Sealing

Edge sealing is not recommended.

Air Drying

Air drying is best done at temperatures of 60-100°F (15-38°C) and relative humidity of 20-50%.

Drying rates may be slowed by high humidity, low temperature, poor air circulation, a too heavy coat of color, or excessive thinning. [Exhaust ventilation must also be provided in the screening or drying room to prevent a build up of solvent vapors which may affect drying or create a health or re hazard.] Addition of drying agents is not recommended since they adversely affect color adhesion and durability.

NOTE: If screen printed materials are not sufficiently dried, blocking, sticking or severe surface impressions of the screened images may occur when stored or packaged for shipment. If adequate drying is in question, the following steps are recommended to determine if the image has been sufficiently dried.

1. Press a dried screen printed area face to another dried screen printed face with moderate hand pressure.
2. Place the touched area close to your ear and separate by pulling apart. If the process color is dry, there will be a slightly discernible or no sound heard. If the color is not adequately dried a crackling sound will be heard. The louder the sound the more additional drying will be required.

It is imperative that the newly processed sheets be placed on racks with adequate air flow (approximately 125 lin. ft./min. minimum) through the racks while they are being filled, so as to rapidly remove any exhaust solvents. Follow these procedures:

1. Signs should be racked with unobstructed space for air flow between layers.
2. Fans should be placed 4-6 ft. in front of and air directed through all parts of the racks with horizontal air flow between the layers. Two fans per rack are required for most commercial racks.
3. Racks should not be placed in a corner or near a wall where the air flow or exhaust is restricted.

Minimum Dry Times

Between Colors 2 hrs.

Before Packaging 3 hrs.

Oven Drying

Processed sheeting must be racked individually with sufficient unobstructed air flow space between layers and at the end of rack. Ovens must be designed to provide adequate horizontal air flow through the oven (125 lin. ft./min. minimum). The freshly screened processed sign must be allowed to flow-out (air dry with fans) before it is placed in the oven. (See Table 1).

Table 1

Diamond Grade™ and 3M™ High Intensity Grade Sheeting				
	Flow-Out Times (1)	Bake Each Color (2)	Bake Final Color (2)	Oven Temp
880N Series	10 min.	30 min.	30 min.	105°+ 5°F (41° + 3°C)
1. Before placing in oven, rack individually to permit flow-out of color.				
2. Excessive baking can deaden adhesive.				
3. Oven must be provided with horizontal air flow of adequate volume.				

Conveyor Drying

Signs to be dried must be placed to allow unobstructed air flow. The conveyor speed must be able to be adjusted to meet the requirements for flow-out times and heat. If immediate packaging is planned, a cooling zone capable of cooling the sign faces to room temperature of 65°-75°F (18°-24°C) is needed. Typically, the cooling zone should be the same length as the heating zone. The temperatures stated are at the sign face and not the oven temperatures. (See Table 2).

Table 2

Series 880N		
Flow-Out Time	Between Colors	Final Color
30 seconds	2 minutes @ 185°F (65°C)	2 minutes @ 185°F (65°C)

Slipsheeting and Packaging

Screen processed signs must be protected with SCW 568 slipsheet paper. Place the glossy side of the slipsheeting against the sign face and pad the face with closed cell packaging foam. Double faced signs must have the glossy side of the slipsheet against each face of the sign.

Unmounted screened faces must be stored at and interleaved with SCW 568 slipsheet, glossy side against the sign face. Packages of finished sign faces must include sufficient nylon washers for mounting. Avoid banding, crating, or stacking signs. Package for shipment in accordance with commercially accepted standards to prevent movement and Store sign packages indoors on edge.

Panels or finished signs must remain dry during shipment and storage. If packaged signs become wet, unpack immediately and allow signs to dry. See Information Folder 1.11 for instructions on packing for storage and shipment.

Storage

3M™ Process Color Series 880N should be stored at general warehouse storage (16°C/60°F to 27°C/80°F). The color has a shelf life of 12 months from customer receipt.

Environmental, Health and Safety Information

Read all health hazard, precautionary and first aid statements found in the Material Safety Data Sheet, and/or product label of chemicals prior to handling or use.

Consult federal, state and local air quality regulations that may regulate or restrict product use.

General Performance Considerations

3M process color series 880N which is processed according to 3M recommendations can be expected to provide durability for traffic sign uses comparable to that of 3M sheeting on which they are applied.

Application to other grades or types of sheeting or surfaces is not recommended. Please reference the appropriate product bulletin.

The durability of sheeting or screen processed sheeting exposed in any position other than vertical or near vertical may be significantly reduced. The durability statements expressed herein do not apply for the use of sheeting for vehicle markings. Contact your 3M sales representative to clarify the durability of such applications. See sheeting product bulletins for specific warranty details.

3M Literature Reference

PB 3430	3M™ Engineer Grade Prismatic Reflective Sheeting Series 3430
PB 3930	3M™ High Intensity Prismatic Reflective Sheeting Series 3930
PB 4000	3M™ Diamond Grade™ DG ³ Reflective Sheeting Series 4000
PB 3990	3M™ Diamond Grade™ VIP Reflective Sheeting Series 3990
IF 1.4	Instructions for Operation of Interstate Squeeze Roll Applicator
IF 1.5	Hand Application Instructions for 3M™ Reflective Sheeting and Scotchcal™ Films with Pressure-Sensitive Adhesive
IF 1.7	Sign Base Surface Preparation for 3M™ Reflective Sheeting Application
IF 1.8	Application of 3M™ Process Color 700, 880 and 990 on 3M™ Reflective Sheatings
IF 1.11	Sign Maintenance Management for 3M™ Reflective Sheeting

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All statements, technical information and recommendations contained herein are based on tests we believe to be reliable, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, special or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.

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**Traffic Safety & Security Division**

3M Center, Building 235-3A-09
P.O. Box 33225
St. Paul, MN 55133-3225
www.3M.com/roadwaysafety

3M Canada Company

P.O. Box 5757
London, Ontario N6A 4T1
1-800-3MHELPS

3M México, S.A. de C.V.

Av. Santa Fe No. 55
Col. Santa Fe, Del. Alvaro Obregón
México, D.F. 01210

Please recycle.

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TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: August 23, 2021

FROM: Clay Riggs, PE, CFM, Director of Public Works

ITEM: Consider approval of the award of Bid No. 2021-72-B, Utility Cut Repairs and Park Improvements to Apex Concrete Construction, Inc. and to establish an annual unit bid price contract for Utility Cut Repairs and Park Improvement projects in an annual estimated amount of \$200,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

BACKGROUND INFORMATION: On June 30, 2021, bids were received and opened (Bid No. 2021-72-B) for Utility Cut Repairs and Park Improvements annual unit bid price contract. Apex Concrete Construction, Inc. submitted the lowest qualified bid for an estimated annual amount of \$200,000.00. The initial term of the contract will be one year, with four optional one-year periods.

This contract provides for concrete, asphalt, and minor landscape repairs to restore areas damaged as a result of water and sewer pipeline repairs. The contract also provides for miscellaneous park improvements for the purpose of maintaining Town park trails and amenities. Services will be ordered on an as-needed basis.

FISCAL IMPACT: \$200,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$75,000.00 estimated annually	Utility Services 200-690-92320-4303
\$45,000.00 estimated annually	200-690-92330-4303
\$5,000.00 estimated annually	Park Services 100-630-33000-5110
\$60,000.00 estimated annually	317-110-00000-5110
\$15,000.00 estimated annually	310-320-00000-5110

Finance Review by: Debra Wallace, Interim Town Manager /CFO *DW*

LEGAL REVIEW: The Town's standard services agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of the form document was made in preparation of the Services Agreement.

ATTACHMENTS:

1. Bid Tabulation
2. Contract

DRAFT MOTION: Move to approve as presented in the agenda caption.



**Town of Flower Mound
Bid Tabulation**

Bid No: 2021-72-B - Utility Cut Repairs and Park Improvements

Company	Total Base Bid
Apex Concrete Construction, Inc.	\$ 20,507.97

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.**

**Certified By: Marquita Shamin
Purchasing Buyer
Town of Flower Mound, Texas**

Date: June 30, 2021

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Apex Concrete Construction, Inc. ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Utility Cut Repairs and Park Improvements Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustments shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

- a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.
- c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Attachment A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.
- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
- a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
18. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
19. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
20. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
21. **ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
23. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.
24. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.
25. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
26. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: _____
 Title: _____
 Company Name: _____
 Address: _____
 City, State, Zip: _____

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

27. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
28. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
29. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
30. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

TOWN OF FLOWER MOUND, TEXAS

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Mayor Derek France
 Date: _____



TOWN COUNCIL AGENDA ITEM NO. 15 CONSENT

DATE: August 23, 2021

FROM: Brian Waltenburg, P.E. Assistant Director of Engineering

ITEM: Consider approval of Change Order No. 2 for the construction of the Lift Station Improvements and Decommissioning Phase II project, amending the contract with Fort Worth Civil Constructors, LLC, to provide an increase to the contract in the amount of \$99,575.95; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On September 21, 2020, a construction award was approved for the Lift Station Improvements and Decommissioning Phase II, (Bid No. 2020-114-B). Fort Worth Civil Constructors, LLC, submitted the lowest qualified bid of the three responding bidders at a base bid of \$1,293,798.00. The project includes improvements to the Garden Ridge, Wichita 1, Wichita 2, and Wickersham lift stations to reduce maintenance and operational costs, address structural deficiencies, and replace necessary equipment to keep the facilities within TCEQ compliance.

On December 7, 2020, Change Order No. 1 approved an emergency repair to the check valves at the Kipling Lift Station to ensure it remains TCEQ compliant until the lift station is replaced in FY 21/22. Change Order No. 1 increased the total contract by \$32,282.00.

Change Order No. 2 includes an emergency repair of a discharge line leak that was discovered at Wichita 1 Lift Station when the station was temporarily brought offline. It also includes replacement of all discharge piping in the lift station wet well. The piping replacement is required after a thorough inspection uncovered significant corrosion that was not apparent during normal operations and inspections. If approved, this change order will increase the contract amount by \$99,575.95 for an updated project total of \$1,425,555.92. In addition, 10 additional days will be added to the contract time.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the change order will put the Wichita 1 Lift Station at significant risk of failure and sanitary sewer overflows which would result in TCEQ violations.

FISCAL IMPACT: \$99,575.95

Proposed Expenditure/(Revenue):	Account Number(s):
\$99,575.95	630-970-98581

Finance Review by: Debra Wallace, Interim Town Manager /CFO *DW*

Total project cost is \$2,550,000. Funding sources are:

- Utility Debt \$ 2,550,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 2

DRAFT MOTION: Move to approve as presented in the agenda caption.

CHANGE ORDER No. 2

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Fort Worth Civil Constructors, LLC

Project: Lift Station Improvements and Decommissioning Phase II

CHANGE ORDER NO. 2

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
CO2-A	Climb Guard Kit - Wichita II Lift Station	EA	Add	1	\$ 1,900.85	\$ 1,900.85
CO2-B	Emergency Leak Repair - Wichita I Lift Station	LS	Add	1	\$ 17,278.26	\$ 17,278.26
CO2-C	Discharge Pipe Replacement Wichita I Lift Station	LS	Add	1	\$ 80,296.81	\$ 80,296.81
SUBTOTAL						\$ 99,475.92

JUSTIFICATION

Change Order No. 2 provides for the following:

Item CO2-A allows for the installation of a climb guard on a radio antenna tower at the Wichita II Lift Station to prevent climbing. This is required for safety and was not included in the design plans.

Item CO2-B includes the emergency repair of a discharge line leak that was discovered at Wichita I Lift Station when the station was temporarily brought offline. The leak was contained internal to the lift station but caused the discharge line of a single pump to discharge back into the lift station. The emergency repair was necessary to prevent a sanitary sewer spill.

Item CO2-C includes the replacement of the discharge lines at the Wichita I Lift Station. After the leak was discovered, a detailed inspection the discharge line was performed while the lift station was temporarily offline. Full replacement of the discharge piping internal to the wet well is required. The degree of corrosion was not apparent during initial project inspections while the lift station was in operation.

REVISED CONTRACT AMOUNTS

Original Contract	\$ 1,293,798.00
Change Order #1	\$ 32,282.00
Change Order #2	\$ 99,475.92
Revised Contract Price	\$ 1,425,555.92

Original Substantial Completion Days	270
Change Order No. 2 Additional Days	10
Revised Substantial Completion Days	280

Original Final Completion Days	300
Change Order No. 2 Additional Days	10
Revised Final Completion Days	310

Recommended

for Approval



Brian Waltenburg, P.E.
Assistant Director of Engineering

8/19/21

Date



8/19/21

Contractor

Date

OPERATIONS MANAGER

Contractor Title

Approved

Derrick France
Mayor, Town of Flower Mound

Date



TOWN COUNCIL AGENDA ITEM NO. 16 CONSENT

DATE: August 23, 2021

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of Change Order No. 1 for the construction of the Canyon Falls Park project, amending the contract with MSB Contractors, Inc., to provide for an increase to the contract in the amount of \$74,005.38; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On September 30, 2020, bids were received and opened for the Canyon Falls Park project. MSB Contractors Inc., was the lowest qualified bidder of the six responsive bidders with a base bid of \$2,574,800. With selected bid alternates totaling \$51,196, the total award amount was \$2,625,996.

Change Order No.1 provides for installing a storm drain with stone clad headwall at the entry drive to prevent ponding of water near the entrance of the park and upgrading the pavilion sub-roof to tongue & groove to provide aesthetic improvements to the Pavilion. The Park department recommends both items to minimize maintenance and provide a consistent park theme. The proposed change order amount is \$74,005.38. If approved, this change order will increase the contract amount from \$2,625,996.00 to \$2,700,001.38. Thirty additional days will be also be added to the completion project timeline due to weather delays.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the change order will cause the Canyon Falls Park to hold water at the low spot of the entry drive into the park causing a hazardous site condition. The pavilion will remain the plain metal sub-roof.

FISCAL IMPACT: \$74,005.38

Proposed Expenditure/(Revenue):	Account Number(s):
\$74,005.38	310-320-90701

Finance Review by: Debra Wallace, Interim Town Manager /CFO *DW*

Total project cost is \$ 3,150,000. Funding sources are:

- Other \$ 500,000
- Dedicated Sales Tax \$ 150,000
- Park Development \$ 2,500,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1.Change Order No. 1

DRAFT MOTION: Move to approve as presented in the agenda caption.

CHANGE ORDER

Effective Date: Effective on the date of execution by the Mayor

Owner: Town of Flower Mound

Contractor: MSB Constructors, Inc.
103 Oak Grove Lane
Boyd, Texas 76023

Project: Canyon Falls Park

CHANGE ORDER NO. 1

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Bid Item No.	Description	Add/ Deduct	Quantity	Unit	Price	Extended Amount
CO1-A	Construct a storm drain with stone clad headwall	ADD	1.00	LS	\$63,080.38	\$63,080.38
CO1-B	Upgrade pavilion sub-roof to Tongue & Groove	ADD	1.00	LS	\$10,925.00	\$10,925.00
						\$74,005.38

Original Contract Price

\$2,625,996.00

Change Order No. 1

\$74,005.38

Revised Contract Price

\$2,700,001.38**Bid Item No. JUSTIFICATION**

- CO2-A Provides for installation of 24 inch and 18 inch RCP Storm Drains, 2 foot Drop Inlet w/apron, construction of concrete headwalls clad with stone veneer and Rip Rap installation. Work includes concrete repair of approach drive, trail section & curbs, additional demo, surveying & grading.
- CO2-B Provides upgrading the sub-roof of the pavilion to tongue & groove

Original Substantial Completion Days**180**

Change Order No. 1 Additional Days

30**Revised Substantial Completion Days****210****Original Final Completion Days****240**

Change Order No. 1 Additional Days

30**Revised Final Completion Days****270**

Recommended

Kari Biddix 8/2/21
Kari Biddix Date
Park Development Manager

[Signature] 8-2-21
Contractor Date

PROJECT MANAGER
Contractor Title

Approved

Derek France Date
Mayor



TOWN COUNCIL AGENDA ITEM NO. 17

CONSENT ITEM

DATE: August 23, 2021

FROM: Clay Riggs, Director of Public Works

ITEM: Consider approval of the First Amendment to the Professional Services Agreement for the Wastewater Treatment Plant Rehabilitation Phase V – Solids Facility Improvements project, amending the agreement with Plummer Associates, Inc., for an increase in the amount of \$30,203.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On October 7, 2019, Council approved a Professional Services Agreement with Plummer Associates, Inc., to provide contract construction management and resident project representation services, associated with the Wastewater Treatment Plant Rehabilitation Phase V – Solids Facilities Improvements project, in the amount of \$569,459.00.

Once construction begun it became clear that more on-site inspections were needed due to the scale and complexity of the project. Along with the need for additional inspections, key Town staff overseeing the project have since retired or left the Town. If approved this amendment will provide for additional inspections and construction administration related to the project.

If approved, this amendment will increase the contract amount by \$30,203.00 for a new contract total of \$599,662.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the contract amendment would require critical inspections to be rushed or not performed.

FISCAL IMPACT: \$30,203.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$30,203.00	630-970-98472

Finance Review by: Debra Wallace, Interim Town Manager /CFO *DW*

Total project cost is \$11,800,000. Funding sources are:

- Utility debt \$ 11,800,000

LEGAL REVIEW: The Town's standard Amendment to Professional Services Agreement form documents prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this Professional Services Agreement.

ATTACHMENTS:

1. First Amendment to Professional Services Agreement

DRAFT MOTION: Move to approve as presented in the agenda caption.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
PLUMMER ASSOCIATES, INC.**

This First Amendment to Professional Services Agreement (“First Amendment”) is entered into on this 23rd day of August, 2021, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “Town”), acting by and through its Mayor, and **Plummer Associates, Inc.**, (“hereinafter referred to as “Consultant”) regarding the following project:

**WASTEWATER TREATMENT PLANT REHABILITATION PHASE V – SOLIDS
FACILITY IMPROVEMENTS CONSTRUCTION**

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the Wastewater Treatment Plant Rehabilitation Phase V – Solids Facility Improvements project (“Services”) on or about the 7th day of October, 2019 (the “Contract”); and

WHEREAS, Town and Consultant both desire to amend the Contract and Consultant is willing to undertake the performance of such additional services and agrees to the increased cost for such services as expressed herein;

II. TERMS OF AMENDMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**A.
Recitals Incorporated**

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this First Amendment, and made a part hereof by reference just as though they are set out in their entirety.

**B.
Amendment of Paragraph No. II**

From and after the approval of this First Amendment, Section II of the Contract, entitled “Scope of Services” is hereby deleted in its entirety and replaced with a new Paragraph No. II to read as follows:

“CONSULTANT shall perform such professional

engineering services, not necessarily limited to, the tasks enumerated more fully in Attachment “A-1” entitled “Scope of Services”, as are necessary to complete the Wastewater Treatment Plant Rehabilitation Phase V – Solids Facility Improvements Construction project (hereafter referred to collectively as the “Project”). Attachment “A-1” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A-1” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

C.

Amendment of Paragraph No. III

From and after the approval of this First Amendment, Section III of the Contract entitled “Payment for Services” is amended in part by deleting the first paragraph of said Section III and replacing it with a new paragraph reading as follows and leaving all other provisions of Section III intact and unchanged:

“Total payment for services described herein for the Services for the Project shall be a sum not to exceed Five Hundred Ninety-Nine Thousand Six Hundred Sixty-Two Dollars and XX/100 (\$599,662.00) as specified in Attachment “B-1”.”

D.

Revisions of the Scope of Services

From and after the approval of this First Amendment, Attachment “A”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “A-1” to the Contract. In case of conflict in the language of Attachment “A-1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and shall be final and binding upon both parties hereto.

From and after the approval of this First Amendment, Attachment “B”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “B-1” to the Contract. In case of conflict in the language of Attachment “B-1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and be final and binding upon both parties hereto.

E.

Contract Controls

All other provisions of the Contract remain in full force and effect. In the event of a conflict or an inconsistency between the Contract and/or the First Amendment, the terms of the First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

THE TOWN OF FLOWER MOUND, TEXAS

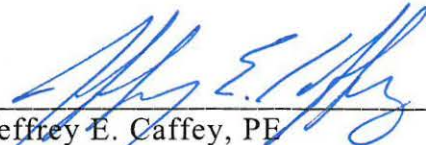
By: _____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Plummer Associates, Inc.

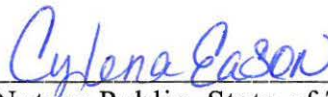
By: 
 Jeffrey E. Caffey, PE
 Principal

Date Signed: 8/2/2021

State of Texas §
 §
 County of Denton §

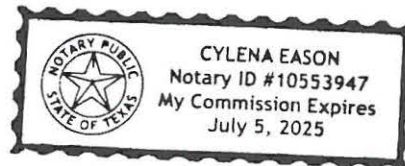
This instrument was acknowledged before me on the 2 day of August, 2021, by Jeffrey E. Caffey, in his capacity as Principal of **Plummer Associates, Inc.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **Plummer Associates, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2
 DAY OF August, 2021.


 Notary Public, State of Texas

My Commission Expires:

July 5, 2025



ATTACHMENT A-1

TOWN OF FLOWER MOUND WASTEWATER TREATMENT PLANT REHABILITATION PHASE V – SOLIDS FACILITY IMPROVEMENTS CONSTRUCTION BASIC ENGINEERING SERVICES

Provide construction phase services, resident project representation and post-construction phase services for the Wastewater Treatment Plant Rehabilitation Phase V – Solids Facility Improvements Construction.

BASIC SERVICES

ENGINEER agrees to perform BASIC SERVICES in connection with the PROJECT as hereinafter stated, in accordance with the stipulations within this AGREEMENT. The ENGINEER shall perform BASIC SERVICES necessary for the development of the PROJECT as follows:

A. CONSTRUCTION PHASE SERVICES

1. Assist in conducting pre-construction conference with the CONTRACTOR, review construction schedules prepared by the CONTRACTOR pursuant to the requirement of the construction contract, and review the proposed estimate of monthly cost requirements of the PROJECT, as prepared by the CONTRACTOR.
2. Participate in the CONTRACTOR'S monthly progress meeting with the TOWN and its authorized representatives. The ENGINEER will attend up to twenty-two (22) monthly progress meetings.
3. Prepare Conformed Documents by adding the addendum items from the Advertisement Phase to the Contract Documents. Provide two (2) conformed sets with full-size plans to the TOWN, and two (2) conformed sets with full-size plans to the CONTRACTOR. Provide one (1) electronic copy of the Conformed Documents to the TOWN.
4. Make an average of one (1) site visit each month from the Notice-to-Proceed to the Substantial Completion Date to observe the progress and the quality of construction work. It is anticipated that the project will be substantially complete twenty-two (22) months following notice to proceed. The site visit can be conducted on the same day as the monthly progress meeting. If the ENGINEER is asked to visit the site more frequently, the requested visits shall be considered a SPECIAL SERVICE and the ENGINEER shall be entitled to additional compensation. In performing these services, the ENGINEER shall endeavor to guard the TOWN against apparent defects and deficiencies in the permanent work constructed by the CONTRACTOR, but the ENGINEER does not guarantee the performance of the CONTRACTOR. The ENGINEER shall not be required to make continuous daily on-site observations to check the quality or progress of the construction work. The ENGINEER shall not be responsible for the construction performance, programs, or for any safety precautions utilized in connection with the construction work. The ENGINEER shall not be responsible for the CONTRACTOR'S failure to execute the work in accordance with the construction

contract. However, if the ENGINEER observes construction conditions not in conformance with construction contract documents, then the ENGINEER shall have authority to recommend rejection of work which does not conform to the construction contract documents whenever, in his/her opinion, the ENGINEER considers it necessary or advisable to insure the proper implementation of the intent of the construction contract documents in accordance with generally accepted engineering practices. The ENGINEER shall have the authority to require special inspection or testing of any work in accordance with the provisions of construction contract documents whether or not such work is then fabricated, installed, or completed. The ENGINEER shall notify the TOWN, in writing, of any actions taken under this paragraph.

5. The ELECTRICAL ENGINEER shall make an average of one (1) site visit every other month, up to a total of twelve (12) visits, from the Notice-to-Proceed to the Substantial Completion Date.
6. The STRUCTURAL ENGINEER shall make an average of one (1) site visit every other month, up to a total of twelve (12) visits, from the Notice-to-Proceed to the Substantial Completion Date.
7. Utilize Projectmates for transmitting and tracking construction documents and write and distribute meeting notes for the monthly progress meetings. ENGINEER's fee includes the Projectmates software cost for 25 users for the 22 months of construction.
8. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill test reports or material and equipment and other data which the CONTRACTOR submits. This review is for the benefit of the TOWN and covers only general compliance with the information given by the construction contract documents. It is anticipated that the ENGINEER will review up to one-hundred and fifty (150) shop drawing submittals. It does not relieve the CONTRACTOR of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect worker and the public, or the necessity to construct a complete and workable facility in accordance with the construction contract documents.
9. Review and answer request-for-information (RFI) typical for the scope and size of the improvements included. It is anticipated that the ENGINEER will review and respond to up to a total of sixty (60) RFIs. Review of authorized RFIs in excess of the specified number will be considered an Additional Service.
10. Review, evaluate and prepare routine change orders or proposed contract modifications typical for the scope and size of the improvements included. Review up to fifteen (15) Contract Modification Requests/Proposed Contract Modifications (CMR/PCM). Prepare up to three (3) Change Orders (CO) and up to three (3) pField Orders (FO) for execution by the TOWN. Additional authorized CMR/PCM review or CO/FO preparation in excess of the specified number will be considered an Additional Service.

11. The ENGINEER shall be, in the first instance, the interpreter of the requirements of the construction contract documents and the impartial judge of the performance thereunder by both the TOWN and the CONTRACTOR. At the written request of the TOWN, the ENGINEER will be required to make certain interpretations of the construction contract documents. These interpretations shall be in the form of written recommendations and conclusions sent to the appointed representative of the TOWN.
12. The ENGINEER shall not be responsible for the acts or omissions of the CONTRACTOR, or any SUBCONTRACTOR, or any of the CONTRACTOR'S or SUBCONTRACTOR'S agents or employees, or any other persons performing any of the work on the PROJECT, except those employees, agents, and SUBCONTRACTORS of the ENGINEER. In the event of a conflict between this requirement or any other contractual provisions of this AGREEMENT, the other contractual provisions shall prevail.
13. Review monthly and final estimates for payment to the CONTRACTOR based on quantities submitted by the CONTRACTOR as approved by the TOWN'S on-site representative.
14. Assist representatives of the TOWN with final inspection of the PROJECT for conformance with the design concept of the PROJECT and compliance with the construction contract documents, and approve, in writing, final payment to the CONTRACTOR.
15. Revise construction drawings (unless complete redrawing is required) to conform with construction records based on the field-marked drawings from the CONTRACTOR. Furnish one (1) full-size set of construction drawings on reproducible media within sixty (60) days following final completion of the PROJECT and receipt of the field-marked drawings from the CONTRACTOR. Provide one (1) electronic copy of the final drawings to the TOWN.
16. The TOWN acknowledges the ENGINEER'S plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this AGREEMENT shall become the property of the TOWN upon completion of the services and payment in full of all monies due to the ENGINEER. The TOWN shall not reuse or make or permit to be made any modifications to the plans or specifications without the prior written authorization of the ENGINEER. The TOWN agrees to waive any claim against the ENGINEER arising from any unauthorized reuse or modification of the plans or specifications.
17. The TOWN agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless for any damage, liability or cost, arising from any modification of the plans and specifications by the TOWN or its authorized representatives without the prior written authorization of the ENGINEER. The ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose or of probable useful life of drawing files stored on electronic media.

B. Resident Project Representation

1. ENGINEER shall furnish a Limited On-Site Resident Project Representative ("RPR") to assist ENGINEER in observing progress and quality of the Work. The RPR shall provide part time representation on a time and material basis based on a schedule of 8 hours per week for a twenty-two (22)-month period. If additional time is required, the ENGINEER will receive additional compensation or relief by TOWN personnel.
2. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, ENGINEER shall endeavor to provide further protection for TOWN against defects and deficiencies in the Work. However, ENGINEER shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The ENGINEER (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
3. The duties and responsibilities of the RPR are as follows:
 - a. RPR is ENGINEER's representative at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with TOWN only with the knowledge of and under the direction of ENGINEER.
 - b. Serve as ENGINEER's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - c. Assist ENGINEER in serving as TOWN's liaison with Contractor when Contractor's operations affect TOWN's on-site operations.
 - d. Assist in obtaining from TOWN additional details or information, when required for proper execution of the Work.
 - e. Conduct on-Site observations of Contractor's work in progress to assist in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

- f. Consult with ENGINEER in advance of scheduled inspections, tests, and systems start-ups. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate TOWN's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.
- g. Furnish to ENGINEER and TOWN copies of all inspection, test, and system start-up reports.
- h. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- i. Participate in a final visit to the Project in the company of TOWN, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- j. Observe whether all items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.
- k. Resident Project Representative shall not:
 - (1) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - (2) Exceed limitations of ENGINEER's authority as set forth in this Agreement.
 - (3) Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
 - (4) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 - (5) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of TOWN or Contractor.
 - (6) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
 - (7) Authorize TOWN to occupy the Project in whole or in part.

C. Post-Construction Phase

- 1. The ENGINEER will prepare an update to the operation & maintenance (O&M) Manual sections related to the PROJECT in electronic format delivered on CD or USB thumb drive. Specific services to be performed by the ENGINEER will be to prepare the manual in the format that follows:
 - a. Prepare and submit to TOWN for review a draft of the updated O&M manual sections. The manual will include a description of the facilities and recommendations for O&M. The following topics will be included:

- (1) Facilities Description, Operation, and Control of Facilities: discussion of the operation and purpose of each treatment unit or facility with a description of design criteria and control strategy;
 - (2) Description and Operation of the Auxiliary Facilities: discussion of auxiliary systems;
 - (3) Electrical System and Control Systems: overview and detailed description of the electrical and control systems;
 - (4) Maintenance: nameplate data for each major piece of equipment, list of the manufacturer's recommended spare parts, and reference to equipment manufacturer's O&M Manual schedule of preventative maintenance activities; and
 - (5) Appendices: glossary of treatment terms and abbreviations used pertinent to this facility;
- b. Five hard copies of the Final Draft and Final O&M manual are to be provided to the TOWN along with two electronic format CDs;
2. Warranty Assistance: Provide up to 24 hours of office and/or on-site consulting concerning the follow-up of Contractor and equipment warranty items during the construction warranty period. One month prior to the end of the construction warranty period, conduct a site visit and document all warranty items and assist in the coordination of the repairs/replacement of the defective work.

D. Additional Effort Related to Extended Resident Project Representation

1. ENGINEER shall furnish additional Limited On-Site Resident Project Representative ("RPR") to assist ENGINEER in observing progress and quality of the Work. The RPR shall provide part time representation on a time and material basis up to 252 hours. If additional time is required, the ENGINEER will receive additional compensation or relief by TOWN personnel.

ADDITIONAL SERVICES

- A. Additional services to be performed by the ENGINEER, if authorized by the TOWN, which are not included in the above-described BASIC SERVICES, are described as follows:
1. Attending additional meetings as requested by TOWN;
 2. Sampling, testing or analysis beyond that specifically included in BASIC SERVICES;
 3. Providing additional copies of reports, plans and specifications;
 4. Processing additional shop drawings, O&M Manuals, RFIs or CMRs/PCMs above the combined number in Basic Services.

5. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the project, including the preparation of engineering data and reports for assistance to the Town.
6. Assisting TOWN or Contractor in the defense or prosecution of litigation in connection or in addition to those services contemplated in this Agreement. Such services, if any, shall be furnished by ENGINEER on a fee basis negotiated by the respective parties outside of and in addition to this agreement.
7. Public relations activities and consulting services.
8. Programming of and furnishing preventative maintenance software or O&M software other than as specified above.
9. Payment of fees for permit applications and publication of notices.
10. Any additional services that may be required by the TOWN for completion of the project that are not included in the BASIC or SPECIAL SERVICES; and
11. Preparing copies of Computer-Aided Drafting (CAD) electronic databases, drawings, or files for the TOWN's use in a future CAD system.

ATTACHMENT B-1
Town of Flower Mound
Solids Facility Improvements Phase V Construction
Phase V Construction

Level 2 (Phase) No. and Description <i>Level 3 (Task) No. and Description</i>	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor		Percent of Total Fee
									Hours	Fee (\$\$\$)	
Phase V Construction	0	378	0	1,462	867	64	6	4	2,781	\$ 407,748	100.0%
A Construction Administration	0	265	0	438	787	56	6	0	1,552	\$ 230,205	56.5%
1 Pre-Construction Meeting		7		4	8				19	\$ 3,240	0.8%
2 Monthly Progress Mtgs/Site Visits (22 Months)		66		110					176	\$ 31,240	7.7%
3 Conformed Drawings		2		4	4	16	2		28	\$ 3,560	0.9%
4 Additional site visits (6 visits)		18		18					36	\$ 6,840	1.7%
5 Shop Drawing Review (150 SD, 75 ReSD)		113		188	525				825	\$ 118,875	29.2%
6 RFI Review/Response (60)		30		60	120				210	\$ 30,600	7.5%
7 Contract Mod. Coord. (15 CMR, 3 CO, 3 FO)		11		42	84				137	\$ 18,900	4.6%
8 Review Pay Estimates (22)		11			22				33	\$ 5,390	1.3%
9 Final Walkthrough		4		4	8				16	\$ 2,520	0.6%
10 Record Drawings		4		8	16	40	4		72	\$ 9,040	2.2%
B Resident Representation	0	0	0	956	0	0	0	0	956	\$ 128,763	31.6%
1 On-Site 1 d/wk for 22 Months				704					704	\$ 98,560	24.2%
2 Amendment 1 RPR				252					252	\$ 30,203	7.4%
C Post-Construction Phase	0	16	0	68	80	8	0	4	176	\$ 25,500	6.3%
1 O&M Manual Update		8		40	80	8		4	140	\$ 19,660	4.8%
2 Warranty Assistance - Office Consult		4		20					24	\$ 3,760	0.9%
3 Warranty Walkthrough		4		8					12	\$ 2,080	0.5%
PM ADMINISTRATIVE/QC TASKS	0	97	0	0	0	0	0	0	97	\$ 23,280	5.7%
1 Quality Control									0	\$ -	0.0%
2 Project Management		97							97	\$ 23,280	5.7%
TOTAL LABOR	0	378	0	1,462	867	64	6	4	2,781	\$ 407,748	100.0%
Total Labor Hours	0	378	0	1,462	867	64	6	4	2,781		
Total Labor Amount										\$ 407,748	100.0%
Total Amounts by Labor Category	\$ -	\$ 90,720	\$ -	\$ 199,533	\$ 108,375	\$ 7,360	\$ 540	\$ 1,220		\$ 407,748	
Labor Category Percent of Total Labor	0.0%	22.2%	0.0%	48.9%	26.6%	1.8%	0.1%	0.3%			100.0%
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										\$ 166,060	
Total Reimbursables										\$ 25,854	
Total Expenses										\$ 191,914	
GRAND TOTAL - Phase V Construction										\$ 599,662	

SUBCONSULTANT EXPENSES

Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
CA	Architect Consultant	\$ 24,000	1.15	\$ 27,600
CC	Civil Engr Consultant	\$ -	1.15	\$ -
CE	Electrical Consultant	\$ 89,400	1.15	\$ 102,810
CG	Geotechnical Consultant	\$ 5,000	1.15	\$ 5,750
CM	Mechanical (HVAC) Consultant	\$ 16,000	1.15	\$ 18,400
CO	Other Consultant	\$ -	1.15	\$ -
CS	Structural Consultant	\$ 10,000	1.15	\$ 11,500
CY	Surveying Consultant	\$ -	1.15	\$ -
C1		\$ -	1.15	\$ -
C2		\$ -	1.15	\$ -
C3		\$ -	1.15	\$ -
C4		\$ -	1.15	\$ -
C5		\$ -	1.15	\$ -
C6		\$ -	1.15	\$ -
TOTAL SUBCONSULTANT EXPENSES		\$ 144,400		\$ 166,060

REIMBURSABLE EXPENSES

Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
RA	Laboratory Analysis	\$ -	1.15	\$ -
RC	Computer	\$ -	1.15	\$ -
RH	Historical	\$ -	1.15	\$ -
RI	In-House Reproduction	\$ 500	1.15	\$ 575
RL	Long Distance Telephone	\$ -	1.15	\$ -
RM	Employee Mileage	\$ 4,640	1.15	\$ 5,336
RO	Other Expenses	\$ -	1.15	\$ -
RP	Purchased Services	\$ -	1.15	\$ -
RR	Reproduction	\$ 1,000	1.15	\$ 1,150
RS	Shipping, Delivery, Postage	\$ 350	1.15	\$ 403
RT	Travel, Meals, Lodging	\$ -	1.15	\$ -
RU	Telecommunications	\$ 12,640	1.00	\$ 12,640
R1	Projectmates	\$ 5,000	1.15	\$ 5,750
R2		\$ -	1.15	\$ -
TOTAL REIMBURSABLE EXPENSES		\$ 24,130		\$ 25,854



TOWN COUNCIL AGENDA ITEM NO. 18

CONSENT ITEM

DATE: August 23, 2021

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: **Consider approval of a Service Agreement for Demand Response Transit Service with SPAN, Inc., in an amount not-to-exceed \$49,624.80, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This item is to enter into a Service Agreement for Demand Response Transit Service with SPAN, Inc., (SPAN) to provide transportation for Town citizens who are age 65 or older and/or Town citizens with verifiable disabilities that prevent them from driving. Eligible riders will be taken anywhere in the service area (Flower Mound, Lewisville, and Highland Village) at a cost to the Eligible Riders of \$5.00 per one-way ride for the limited purposes of medical treatments, doctor and dentist appointments, shopping for necessities, travel to and from places of employment, support programs for adults with special needs, and participation in the Town's Seniors In Motion senior citizen program.

Town representatives met with Diane Beck, Mobility Manager, Nic Gray, Accountant and Michelle McMahon, Executive Director in June to discuss the upcoming contract renewal period and the \$5310 (Enhanced Mobility for Seniors and People with Disabilities) grant funding. Staff discussed various items including trip purposes, grants, rates, and service areas. The new one-way rate breakdown for FY22 is listed below which includes a slight increase due to increased personnel costs.

Breakdown of the one-way trip rate:

Overall Rate:	\$38.10 per one-way trip
Less Maintenance Expense Rate:	(\$4.57) per one-way trip
Less Passenger Fares:	(\$5.00) per one-way trip
Operations Rate charged to the Town:	\$28.52 per one-way trip

Due to COVID-19, ridership has continued to decrease over previous contract periods and has averaged 93 one-way trips per month this fiscal year. Through June 2020, SPAN has provided 833 one-way rides to over 24 different residents. If the Town averaged the same number of one-way trips per month as last year (144) this would equal 1,728 annual trips. Utilizing the rate of \$28.52 (Town portion) the annual cost would equal \$49,282.56 which would be slightly under the \$49,624.80 not-to-exceed amount. However, the \$5310 grant will provide additional funding in the amount of \$34,224.00 over the fiscal year, if needed. These funds will allow SPAN to provide for an additional 100 one-way rides per month with funding being pulled directly from the grant program.

The \$5310 grant funding will enable the Town to increase the maximum number of one-way rides from 145 to 245 per month. These grant funds will help cover any additional costs associated with increased ridership, expanding the service area to now include the city of Denton, and continuing to offer unlimited trips to employment and support programs for special need residents.

BOARD REVIEW/CITIZEN FEEDBACK: SPAN recently surveyed the ridership and received the following comments from users of the program: offer lower passenger fares, expand the service area for medical appointments to include the city of Denton, and offer service on Saturdays. The majority of respondents indicated they were satisfied with the service and pointed to punctuality, ease of use (since SPAN implemented texting before they arrive), affordability, and courteous staff.

SPAN does inform riders that their trips to the doctor or dentist's office, hospital, drug store, or other locations may qualify as a Medicaid eligible trip. Medicaid eligible trips are fully reimbursed by the federal government and are not charged to the rider or the Town.

ALTERNATIVES/OPTIONS: At this time, there are no other transportation options available to the Town. The proposed SPAN contract does have a 30-day termination clause that could be used if a more viable option becomes available during the contract period.

FISCAL IMPACT: \$49,624.80 (Not-To-Exceed Amount)

Proposed Expenditure/(Revenue):	Account Number(s):
\$30,000.00	361-721-97820-5110
\$19,624.80	100-630-34300-5110

Finance Review by: Debra Wallace, Interim Town Manager/CFO *DW*

LEGAL REVIEW: No alteration to the legal content of this proposed agreement was made, which had originally been approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Service Agreement for Demand Response Transit Service
2. Independent Audit of SPAN's Financial Report for FY 2020
3. SPAN budget report

Draft Motion: Move to approve as presented in the agenda caption.

STATE OF TEXAS §

COUNTY OF DENTON §

SERVICE AGREEMENT FOR DEMAND RESPONSE TRANSIT SERVICE

THIS SERVICE AGREEMENT (“Agreement”) is entered into by and between the Town of Flower Mound, Texas, located in Denton County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as “TOWN”) and SPAN, Inc., (hereinafter referred to as “SPAN”), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)3 of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

WHEREAS, SPAN transportation services were developed to provide safe and efficient transportation to the general public, persons with special needs, and as defined by agreements into which SPAN may enter from time to time; and

WHEREAS, The TOWN and SPAN desire to enter into this Agreement whereby SPAN will provide Demand Response Transit Service for TOWN citizens who are age sixty-five (65) or older and/or TOWN citizens with verifiable disabilities that prevent them from driving (hereafter referred to collectively as “Eligible Riders”); and

WHEREAS, Eligible Riders in TOWN are taken anywhere in the Demand Response Transit Service area (cities include: TOWN, City of Lewisville, City of Denton, and City of Highland Village) at a cost to the Eligible Riders of \$5.00 per one-way ride for the limited purposes of medical treatments, doctor’s and dentist’s appointments, shopping for necessities, travel to and from places of employment, to support programs for persons with special needs, and participation in the TOWN’S Seniors In Motion senior citizen program; and

WHEREAS, Eligible Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set-up appointments for pick-up and drop off by calling SPAN’S Transportation Office weekdays between the hours of 8:00 a.m. and 2:00 p.m.; and

WHEREAS, Demand Response Transit Service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, and such services may also be available on certain holidays depending upon SPAN’s demand and staffing availability.

NOW, THEREFORE, THE TOWN AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Recitals

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Agreement and made a part hereof by reference just as though they are set out in their entirety.

2. Scope of Services

SPAN shall provide door-to-door Demand Response Transit Services to TOWN citizens who are Eligible Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN.

3. SPAN Operations

- a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a Demand Response Transit Service for the TOWN's Eligible Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Eligible Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Eligible Riders.
- b. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the TOWN's Eligible Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the Director of Parks and Recreation or his/her designee specifically identifying the number of Eligible Rider trips including rider origination, destination, and purpose.
- c. SPAN will be responsible for verifying and documenting the eligibility of riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.
- d. SPAN will inform riders that their trips to the doctor or dentist's office, hospital, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services toll free at 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP on Monday through Friday between

8:00 a.m. and 5:00 p.m. at least two days before their appointment or trip to schedule free transportation through Medicaid.

- e. SPAN reserves the right to immediately terminate services without warning if a passenger poses a safety risk to himself/herself or any other person. SPAN also reserves the right to suspend or terminate riders who violate SPAN's cancellation policy.

4. Payment

- a. TOWN agrees to pay a reasonable fee for Demand Response Transit Service provided to Eligible Riders, together with Federal grant funds under the §5310 Enhanced Mobility for Seniors and People with Disabilities Program. Such fee to Town for fiscal year October 1, 2021, through September 30, 2022, will be a cumulative amount not to exceed Forty-Nine Thousand Six Hundred Twenty-Four Dollars and Eighty Cents (\$49,624.80) for up to a total of One Thousand Seven Hundred and Forty (1,740) one-way trips for Eligible Riders, invoiced to TOWN on a monthly basis at a price per one-way trip of Twenty-Eight Dollars and Fifty-Two Cents (\$28.52). Eligible Riders shall pay SPAN a price per one-way trip of Five Dollars (\$5.00) to be collected by SPAN at the time of such trip.
- b. The number of one-way trips is one hundred and forty-five (145) trips per month at a price of Twenty-Eight Dollars and Fifty-Two Cents (\$28.52) per one-way trip payable by the Town. SPAN will produce monthly trip reports to help monitor usage and will work with the Town to implement limitations as needed to ensure that funding is sufficient for the entire length of this contract. The Town will limit and/or suspend non-medical trip purposes as needed when funding is insufficient and will give SPAN the authority to not accept new riders for those trip purposes until appropriate funding is available.
- c. If fewer than one hundred and forty-five (145) one-way trips are used in any given month the unused one-way trips from that month will accrue and be available for use during the immediately following month. If unused during the immediately following month, the accrued trips shall continue to roll forward on a monthly basis until the conclusion of the Term of this Agreement.
- d. It is expressly understood and agreed that in no event under the terms of this Agreement will the total compensation to be paid hereunder exceed Forty-Nine Thousand Six Hundred Twenty-Four Dollars and Eighty Cents (\$49,624.80) for all services rendered.
- e. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance or provider.
- f. If an otherwise Eligible Rider contacts SPAN for service and the Eligible Rider's trip does not qualify for payment by the Town under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to an otherwise Eligible Rider at the total cost of Thirty-Three Dollars and Fifty-Two Cents

(\$33.52) per one-way trip within the Demand Response Transit Service area to be collected by SPAN at the time of such trip.

- g. Utilizing the available §5310 grant funds, SPAN shall provide up to one hundred (100) one-way trips per month to Eligible Riders using such funds. If fewer than one hundred trips are used in any given month the unused one-way trips from that month will accrue and be available for use during subsequent months of this Agreement.

5. Indemnification

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the TOWN, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN. In the event of joint and concurring responsibility of SPAN and TOWN, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

6. Insurance

SPAN shall obtain public liability insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to the TOWN. SPAN shall furnish TOWN with certificates of insurance or copies of the policies, evidencing the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or policies to TOWN on before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less than indicated:

- a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- b. Automobile Liability Insurance including minimum coverage limits of \$1,000,000 per combined single limit for bodily injury and property damage.
- c. On all insurance required, SPAN shall require insurance providers to:
 - 1) Name the TOWN, and its officials, officers and employees, as additional insureds; and,
 - 2) Provide thirty (30) days written notice to TOWN of any material change to or cancellation of the insurance.

7. Assignment and Delegation

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

8. Severability

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in full force and effect as to the balance of its provisions and shall be construed as if such invalid provision were not a part hereof.

9. Mediation

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

10. Term of Agreement

The term of this Agreement shall be from October 1, 2021 through September 30, 2022. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the Town terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination. This Agreement shall automatically terminate upon the exhaustion of the two thousand nine hundred forty (2,940) one-way trips provided for by this Agreement or the payment of Forty-Nine Thousand six Hundred Twenty-Four Dollars and Eighty Cents (\$49,624.80) by Town to SPAN and the provision of all trips funded by the §5310 grant.

11. U.S. Department of Housing and Urban Development Community Development Block Grant Funds

The services provided under this Agreement may be, in part, eligible for reimbursement from the Community Development Block Grant (CDBG) program. SPAN shall comply with all necessary requirements of the CDBG program as set forth in Exhibit “B” and incorporated herein by reference as though it were set out in its entirety. The TOWN shall assume all responsibility for CDBG submittals and required reporting, unless otherwise requested in writing to SPAN. SPAN shall provide all information necessary for TOWN to comply with CDBG requirements.

12. Applicable Law/Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

13. Attorney's Fees and Costs

In the event it becomes necessary to take legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover attorney's fees and costs of court from the non-prevailing party.

14. Federal Transit Administration Enhanced Mobility for Seniors and People with Disabilities (§5310) grant

As outlined above, the services provided under this Agreement may be, in part, eligible for funding through the Enhanced Mobility for Seniors and People with Disabilities (§5310) grant program. SPAN shall comply with all necessary requirements of the grant program as set forth in "Exhibit "C" and incorporated herein by reference as though it were set out in its entirety. SPAN shall assume all responsibility for invoices, submittals and required reporting, unless otherwise requested in writing to TOWN.

IN WITNESS WHEREOF the Town of Flower Mound and SPAN, Inc. have executed this Agreement on this the 23rd day of August 2021.

SPAN, INC:

Michelle McMahon, Executive Director

TOWN OF FLOWER MOUND:

Derek France, Mayor

SPAN, INC. TRANSPORTATION POLICY AND PROCEDURES

SPAN Transit is the contracted service provider for residents of the Town of Flower Mound that are 65 years or older and/or with a professionally verified disability.

Transportation services may be used for the limited purposes of medical treatments, doctor's and dentist's appointments, shopping for necessities, travel to and from places of employment, to support programs for persons with special needs, and participation in the Flower Mound Seniors In Motion senior citizen program.

It is the policy of SPAN that no person shall on the grounds of race, color, national origin, sex, age, disability, or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity administered by SPAN.

Information in these policies and procedures includes the following:

- I. Description of Span Denton County Services**
- II. Application Process**
- III. Disability Certification**
- IV. How to Schedule a Trip**
- V. Span Denton County Fares**
- VI. Aides, Companions and Animals**
- VII. Wait Time, No Shows and Trip Cancellations**
- VIII. Mobility Devices**
- IX. Seatbelts and Restraints**
- X. Passenger Behavior**
- XI. Termination of Services**
- XII. Grievance and Appeal Procedures**
- XIII. Customer Complaints**
- XIV. Title VI Complaints**
- XV. Definitions**
- XVI. Frequently Asked Questions**
- XVII. Customer Comment Form**

For additional information, please call 940-382-1900.

I. Description of SPAN Transit Services in The Lake Cities

Service is provided to individuals residing in the Town of Flower Mound to locations in Flower Mound, Lewisville, Denton, and Highland Village.

SPAN transportation service is provided by lift equipped vehicles. Operators are available to provide some assistance **upon request**. Operators are not trained to provide medical assistance.

Assistance includes:

- The operator will assist passenger from the door of a residence or pick-up location to the vehicle if needed.
- The operator will attempt to notify passengers of arrival.
- The operator will assist passengers in boarding and exiting the vehicle.
- The operator will deliver the passenger to the door of his/her destination.

Assistance DOES NOT include:

- Assistance getting in or out of a wheelchair.
- Assistance in getting ready for the trip.
- Administering medication or oxygen.
- Assisting passengers in wheelchairs up or down stairs.
- Assisting passengers on ramps deemed unsafe.
- Assisting in carrying personal belongings or purchases.

SPAN IS NOT AN EMERGENCY MEDICAL TRANSPORTATION SERVICE.

PLEASE NOTE THAT SPAN INC. POLICY DOES NOT ALLOW AN OPERATOR TO LOSE VISUAL CONTACT WITH THE AGENCY VEHICLE AT ANY TIME, FOR ANY REASON.

Service Hours

Trips can be scheduled for pick-up as early as 6:00 a.m. and drop off as late as 6:00 p.m., Monday through Friday. Currently, there is no weekend service. Service is provided throughout the year, except for the following observed holidays:

- | | |
|--------------------------|--------------------------|
| • New Year's Day | • Labor Day |
| • Martin Luther King Day | • Thanksgiving Day |
| • Good Friday | • Day after Thanksgiving |
| • Memorial Day | • Christmas Eve |
| • Independence Day | • Christmas Day |

II. APPLICATION

In order to use Span Denton County, passengers must complete and submit an application. Applications can be obtained on the SPAN website at: www.span-transit.org under the "How to Ride" tab, or applications can be obtained by calling the Span Dispatch Office at (940) 382-1900.

Upon receipt of completed applications, please allow a maximum of 21 days to process applications. Span will begin processing properly completed applications immediately upon receipt. Only completed, signed applications will be considered for review. Once the application is fully completed, the signed original should be dropped off, mailed or faxed to:

Span Denton County
1800 Malone
Denton, TX 76201 940-383-8433 (fax)

Upon completion of review, Applicants will receive written notice via U.S. mail and may begin scheduling trips.

III. DISABILITY CERTIFICATION

People with disabilities that meet regulatory criteria are entitled to reduced fares. In addition to the regular application, applicants must submit a properly completed Certification Form. Both documents must be received and reviewed to begin the application process to qualify for reduced-fare trips due to disability.

A licensed physician or certified human services professional familiar with the applicant's condition must sign the Certification Form verifying the disability and the applicant's functional limitations if applying for reduced-fare based upon disability. It is recommended that the Certification Form and Application be submitted at the same time in order to prevent delay of the application review. Examples of licensed or certified human service professionals include: Medical Doctor, Psychiatrist, Psychologist, Social Worker, Rehabilitation Professional, Physical/Occupational Therapist, Physician's Assistant, Nurse Practitioner, Registered Nurse.

Once all documentation is received, Span personnel will evaluate it and request, if necessary, any additional relevant information about the applicant's functional limitations related to transportation. The applicant will be notified in writing of eligibility upon determination.

Notice of Eligibility Determination

An applicant that is determined to be eligible for reduced-fare service due to disability will be mailed (to the address printed on the application) documentation of eligibility. The document will include the name of the eligible individual, the phone number of the Span dispatch office, an expiration date for eligibility, and any conditions or limitation on the individual's eligibility including the use of a personal care attendant. If the determination is that the person is not eligible, the written notification will state the specific reason(s) for the finding. All applicants have the right to appeal the initial determination of eligibility (see *Grievance and Appeal Procedures*). Span employees and Span Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill disability eligibility requests when possible and will document any and all attempts at reasonable accommodations.

Reapplication Process

Passengers will need to reapply every three years from the date they are initially approved. Reapplication ensures that Span's files are accurate and contain up-to-date information. Span will notify passengers when they are due for reapplication. Reapplication also ensures that Span's files are accurate and contain up-to-date information.

Accessible Materials for Blind or Low Vision Riders:

Individuals with a visual impairment may request Accessible Materials such as large print, braille, audiotape, and electronic files usable with text-to-speech technology (also known as screen reader technology). Requests for Accessibility Materials may be made to the Span Mobility Manager. Span Mobility Manager will work with individuals who request information to determine the most appropriate alternative formats.

Alternatives to Audio Communications: For individuals who are deaf or hard of hearing, or who have speech impairments, Span is able to provide accessible information such as “711” relay service or other relay services. Visual aids may also be provided upon request. Requests can be made to the Span Mobility Manager.

Reasonable Modification

Span shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to services, subject to federal limitations. Span Mobility Manager will work with Riders requesting Reasonable Modifications and follow up on Reasonable Modification requests within two weeks of request date.

In order to make a Reasonable Modification request, individuals must follow the guidelines below:

- a. Individuals requesting modifications will need to describe what they need in order to use the service.
- b. Whenever feasible, requests for modifications shall be made and determined in advance, before Span is expected to provide the modified service. Modification Requests should be made during the application process.
- c. Where a request for modification cannot practicably be made and determined in advance, operating personnel of the entity shall make a determination of whether the modification should be provided at the time of the request.

Operating personnel may consult with the entity’s management before making a determination to grant or deny the request.

IV. HOW TO SCHEDULE A TRIP

Trip Requests

1. Requests for service can be made from 8:00 AM until 2:00 PM, Monday through Friday by calling (940)-382-1900 or Metro (940)-243-8556.
2. At the time of scheduling your reservation you will need to provide Span with your name, addresses of the pick-up/drop off points and the pick-up/drop off times. Please note that all schedule requests can be made as early as 14 days prior or as late as 1 day prior to the day of service.
3. Same day call-ins, including unscheduled requests or will-calls for return trips, will not be accepted. Bus drivers are not able to make unscheduled stops while in-route.

Scheduling

1. Span Denton County is a shared ride, public transportation service. As such, we will attempt to schedule your pick-up time as close to your requested time as possible. Once our schedule is completed the day before your trip, **you must call us between 5:00 p.m. and 5:30 p.m. the day before your trip to obtain your scheduled pick-up time.** If the scheduled time is not acceptable to you, you may cancel your trip. (The trip must be

cancelled by the day before in order to avoid a “late cancellation” or “no show” penalty. See *Failure to Meet the Bus*)

2. Because of traffic and other issues beyond our control, please note the vehicle may arrive **up to 15 minutes before or after** your scheduled pick-up time (“30-minute ready time window”). Once the bus has arrived, the driver **will not wait more than 5 minutes** for the scheduled passenger to board the bus.
3. Whenever possible, Span Denton County will attempt to notify all passengers that the vehicle will be early or late (beyond the 30-minute window). This will allow the passenger time to make arrangements if the vehicle is unavoidably detained. If Span Denton County does not have a telephone on record or if the number has been changed, we will not be able to notify the passenger of the change in pick-up time. It is the responsibility of the passenger to provide accurate and up-to-date contact information to Span. Please make sure that we have a current telephone number and address on file.
4. Only trips with scheduled pick-up times will be entered on the daily schedules.
5. Subscription service is available to a limited number of passengers that travel to the same place at the same time every week. If a passenger is afforded a subscription slot, the passenger will automatically be placed on the schedule for those trips. The passenger will not be required to schedule each trip separately; however subscription passengers are still required to call the day before (between 5 p.m. and 5:30 p.m.) to get their scheduled pick-up time for the following day, and must cancel subscription trips to avoid penalties.

v. Span DENTON COUNTY FARES

Fare for Span Denton County is established by the Span Board of Directors. The current fares are as follows:

- Flower Mound Trip Fare: \$5.00 per one way trip

**may require verification of age*

Without exception, Span passengers must pay the bus driver promptly for that leg of the trip, via their Para Pass (Span’s Electronic Fare Pass) PRIOR to the vehicle’s departure. Passengers shall ensure that their Para Pass has sufficient funds at all times. Bus drivers will not accept cash except in cases where the passenger has forgotten their Para Pass. Under no circumstances should a bus driver make change for a passenger’s fare. Drivers may not take payment for a subsequent leg of your trip if that bus will not be providing the trip. A one way trip (“trip leg”) is each boarding of the passenger onto the bus.

Para Passes

You may request funds to be applied to your Para Pass account by phoning the Span office at 940-382-2224 with a valid credit card, by mail via check or money order or in person at the following location between the hours of 9:00AM and 5:00PM:

Span Administrative Office
1800 Malone

Denton, TX 76201

Requests for a new Para Pass submitted by mail should include the address to which the Para Pass should be mailed along with the requested amount applied to your account in the form of a check or money order payable to Span Denton County. Please do not mail cash.

VI. AIDES, COMPANIONS AND ANIMALS

Aides

An aide is a social services attendant or personal care assistant required to travel with a passenger. Aides ride for free; the aide must be picked up and dropped off at the same address as the passenger. Aides will need to be placed onto the schedule and the need for an aide must be indicated on the certification form in order for the aide to ride for free.

Span may require a passenger to supply their own aide. Span does not provide aides. Generally the following conditions warrant an aide:

- Violent behavior
- Behavior deemed as seriously disruptive
- Illegal conduct
- Posing a direct threat to the health or safety of others
- Children under 15 years of age
- Others as reasonably determined by Span's Transportation Manager

Companions

A companion is anyone *other than an aide* who travels with a disability-certified passenger. Companions may accompany such passengers on a trip. A companion will be charged a fare comparable to the passenger. A companion must be picked up and dropped off at the same address as the passenger. An aide does not count as the one companion. Additional companions may accompany a passenger if space on the vehicle permits. Companions must be scheduled at the same time you call in to schedule your trip.

Animals

Guide dogs and other service animals are permitted on Span vehicles and allowed to accompany passengers. Other small animals are also allowed, but must be contained in an approved pet travel kennel and must be restrained in the kennel throughout the trip. When scheduling a trip, passengers must indicate that an animal will be accompanying the passenger.

Per FTA guidelines, a service animal is: [A]ny guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

VII. WAIT TIME, NO SHOWS AND TRIP CANCELLATION

Bus drivers will utilize the following guidelines concerning a person's failure to meet the Span vehicle.

Wait Time

Span bus drivers will not wait longer than five (5) minutes from the arrival time for passengers to board the vehicle. If the vehicle arrives within the 30-minute ready window (15 minutes before to 15 minutes after the scheduled pick-up time), the passenger must board the vehicle within five minutes of arrival time. Passengers or their associates may not ask the bus driver to delay this five-minute interval under any circumstances; this is to assure the timely pick-up and transportation of all Span passengers.

No Show

Failure to meet the vehicle within five minutes from the time of arrival will constitute a no-show. Also if a passenger fails to cancel their trip within 3 hours before the pick-up time it will also be considered a no-show. A passenger is allowed 2 no-shows per calendar month without penalty.

Late Cancellation

If a passenger cancels their trip on the day of service but does so **more than 3** hours before the pick-up time it will be considered a late cancellation. A passenger is allowed 4 late cancellations per calendar month without penalty.

Penalties

- Three (3) no-shows in a 30 day period will result in the suspension of services for 1 month. If the problem continues service can be suspended indefinitely.
- Five (5) Late Cancellations in a 30 day period will result in the suspension of services for 1 month. If the problem continues service can be suspended indefinitely.
- In addition, Span may impose reasonable penalties for any passenger that develops a pattern or practice of missing scheduled trips.
- Subscription riders that face penalties may lose their subscription slot.

VIII. MOBILITY DEVICES

Span vehicles, in compliance with the ADA and the Federal Code of Regulations, are designed to carry passengers utilizing wheelchairs. A wheelchair is defined as a mobility aid belonging to any class of three or more-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered.

Span reserves the right to deny service if mobility device is unable to fit on vehicle. Please see Addendum X for mobility device sizes that are able to fit on Span vehicles.

IX. SEATBELTS AND RESTRAINTS

Span provides seatbelts for all passengers. Agency policy requires that all passengers utilize them at all times for their own safety as well as the safety of other passengers. All carry-on items must be safely restrained during transport. All wheeled mobility devices must be properly secured at all times the Span vehicle is in operation.

Priority Seating

Priority seating is made available on Span vehicles, designated for elderly and handicapped persons. Persons sitting in these locations and not elderly or disabled may be asked to vacate their seat to make room for an individual with a disability. Priority seating and the securement areas are intended to accommodate riders with disabilities.

X. PASSENGER BEHAVIOR

To assure the safety and comfort of all passengers and the driver, the following activities are prohibited on all vehicles and persons who engage in these activities may be refused service:

- Smoking
- Eating or drinking
- Playing personal radios unless headphones are used at a volume unable to be heard by surrounding passengers
- Consuming alcoholic beverages
- Using illegal drugs
- Using obscene or abusive language
- Violent, disruptive or threatening behavior
- Shoving, pushing, or behaving in a disorderly manner
- Causing actual or potential damage to the vehicle

Span reserves the right to deny service (including removing the passenger from the bus) if the situation is determined to be unsafe for the passenger, other passengers, the driver or the public.

XI. TERMINATION OF SERVICES

If a passenger does not follow guidelines and procedures involving the use of Span Denton County, services will be terminated as follows:

- If feasible a verbal warning will be given.
- If compliance is not achieved after the verbal warning, the passenger will receive a written warning in detail concerning the area of non-compliance and possible sanctions.
- If compliance is not achieved after the written warning, the passenger will be notified in writing that his/her use of all or a portion of Span services is terminated, with a statement of reasons for termination.

Span reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to himself/herself or any other person.

XII. GRIEVANCE AND APPEAL PROCEDURES

1. Any individual has the option to appeal a suspension, termination or rate eligibility determination. Appeals must be presented in writing within 60 days. Span's Executive Director will first hear appeals. If the Executive Director upholds the determination, the

individual may request that the matter be reviewed by a panel of Span board members designated by the Span Board Chair.

2. Once an individual requests an appeal, the Span board member panel will review all material submitted. Span service will not be suspended while the Span board panel is considering an appeal unless suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others.
3. Span will notify the individual, in writing, of the Executive Director's or the board panel's ruling on all appeals. This notification will outline the ruling and the reasons for it.
4. Once the individual has been informed of the board's ruling, the determination will either be dismissed or imposed on the next day of service.
5. Span requires that all appeals must be made within 60 days of notification of sanctions or eligibility determination.
6. All decisions made by the Span board panel are considered final.

Span Employees and Span Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill eligibility requests when possible and will document any and all attempts at reasonable accommodations.

XIII. CUSTOMER COMPLAINTS

Span's Dispatch Department receives complaints from passengers or caretakers of passengers or any other authorized representative of the passenger. The following policy outlines the process for recording, investigating, responding to, and maintaining ADA complaints.

The objectives of the ADA complaint procedures are to:

- Provide an opportunity for customers to report any problems to Span Dispatch Staff.
- Document and investigate complaints in a timely manner
- Respond to customers complaints in a timely manner

Customer Complaint Process

Passengers can report complaints to Diane Beck, Mobility Manager, by contacting Span 940-382-1900 and at the time of filing the complaint please provide all relevant information regarding the complaint. Upon review of the complaint, the Mobility Manager will contact the individual filing the complaint to verify the information in the complaint and to offer a resolution to the complaint. Upon closing out the complaint, the complaint will be retained for a period of five years.

941-Please File Complaint To Diane Beck, Mobility Manager, 1800 Malone St. Denton, TX 76201. (940)382-1900, or email to: dianebeck@span-transit.org

942-Complaint allegations will receive a response within 21 days of filing. All complaints and responses will be documented for the purposes of recordkeeping.

943-Complaints may be made in electronically, over the phone, or in-person to facilitate prompt resolution.

Additional Complaint Information:

Span will notify the complainant, in writing, within 21 days of complaint. Span is committed to resolving complaints in a prompt and equitable manner. Span Executive Director or Span Board of Directors may review complaint, if resolution cannot be reached.

Customer Comment Form may be found on the last page of this document.

Span reserve the right to extend complaint investigation beyond in-person communication to include other information sources, such as:

- Video recordings from facility surveillance and on-board cameras
- Telephone call recordings
- Written communications (paper and electronic)
- System data including location tracking, dispatch records, and reservationist notes and input
- Driver manifests (paper or electronic)
- Interviews with transit agency or contractor employees and other riders who may be witnesses to the incident

XIV. TITLE VI COMPLAINTS

A Title VI Complaint may be filed by any individual or individuals who allege they have been subjected to discrimination or adverse impact under any Span program or activity based on race, religion, color, national origin, sex, age or disability.

Span follows the Texas Department of Transportation's Title VI complaint process. Complaint forms and informational flyers are available from Span's Title VI Officer (Executive Director) at Span's office (940-382-2224) or from TX DOT (www.TxDOT.gov, 1-866-480-2518). Complaints may be mailed to Span's office in Denton or directly to TxDOT's Office of Civil Rights, 125 E. 11th Street, Austin, TX 78701.

XV. DEFINITIONS

Aide – An aide is a social services attendant or personal care assistant who accompanies a passenger to assist the passenger in utilizing Span's transportation service.

Companion – A companion is anyone *other than an aide* who travels with a disability-certified passenger.

Demand Response Service – Non-fixed-route shared transportation service utilizing vans or buses with passengers boarding and alighting at pre-arranged times and locations within the system's service area.

Disability -- The Americans with Disabilities Act utilizes a three-pronged definition of disability. An individual with a disability is any person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities,
2. Has a record of such an impairment; or
3. Is regarded as having such an impairment.

An individual must satisfy at least one of the three prongs of the above definition in order to be considered an individual with a disability.

Mobility Device – A mechanism such as a wheelchair, a walker or a scooter, designed to aid passengers with mobility impairments. They can be either manually operated or powered.

Late Cancellation – If a passenger cancels their trip on the day of service but does so **more than 3 hours** before the pick-up time it will be considered a late cancellation.

No Show – A no-show occurs when a passenger fails to cancel their trip at least 3 hours before the scheduled pick-up time or board the Span vehicle within 5 minutes after it arrives within the 30-minute ready-time window.

Ready Time Window – A 30 minute window from 15 minutes before to 15 minutes after the scheduled pick-up time, during which a passenger should be ready for pick-up.

Service Animals – Animals that are individually trained to perform tasks for people with disabilities, such as guiding people who are blind or who have low vision, alerting people who are deaf, pulling wheelchairs, alerting a person who is having a seizure or performing other special tasks. Service animals are working animals, not pets.

Service Area – Span serves residents of Denton County that live outside of the Denton/Lewisville urbanized area (UZA). Span transports these residents to any location in Denton County. Areas inside the UZA may be served by Span under contract with individual cities or towns.

Subscription Service – An ongoing standing order is entered in Span's schedule for a passenger travelling to the same place at the same time each week.

Wheelchair – A mobility aid belonging to any class of 3 or 4-wheeled devices, usable indoors, designed for and used by passengers with mobility impairments. They may be either operated manually or powered.

XVI. FREQUENTLY ASKED QUESTIONS

Question: What if I run late at my appointment?

Answer: It is suggested that riders over-estimate rather than under-estimate the travel and appointment times.

Question: Do I have to call each day to schedule a trip if the times and days that I travel are the same week to week?

Answer: No, subscription service is available when travel is at the same time and day each week. However, the passenger must call the evening before each trip to get the pick-up time, and when necessary, the passenger must remember to cancel a subscription ride to avoid a no-show being recorded. Three (3) cancellations within a 1-month period shall invalidate the subscription.

Question: Will I be taken directly to and from my destination?

Answer: Not necessarily. Span is public transportation and usually passengers share rides. Other passengers may be picked up and/or dropped off during your trip.

Question: What is the service area?

Answer: Span Denton County serves residents in those portions of Denton County shown on the attached map, and includes the following cities of Denton County: Argyle, Aubrey, Cross Roads, Hackberry, Hebron, Justin, Krugerville, Lakewood Village, Lincoln Park, Northlake, Oak Point, Paloma Creek Ponder, Pilot Point, Roanoke, Sanger and Trophy Club. Destinations for these residents may include any location in Denton County.

In addition, Span may enter into contracts with other cities/towns to provide service. Span currently operates under contract with the client cities of Coppel, Flower Mound, Little Elm and The Colony.

Question: How many grocery bags are allowed on the bus? (Cases of drinks and large bags of pet food are not allowed)

Answer: Span allows each passenger to carry a maximum of 2 standard size paper grocery bags (or equivalent volume thereof in plastic bags) while riding the bus. Passengers must be able to carry groceries on and off the bus in one trip.

Span Customer Comment Form

Section 1: Type of Comment (choose one):			
Compliment _____	Suggestion _____	Complaint _____	ADA Related? Y/N
Section 2: Contact Information			
Salutation (Mr./Mrs./Ms.):			
Name:			
Rider ID (if applicable):			
Street Address:			
City, State, Zip:			
Phone:			
Accessible Format Requirements: Large Print _____ TDD/Relay _____ Audio Recording _____			

Section 3: Comment Details
Date of Occurrence:
Time of Occurrence:
Name/ID of Employees Involved:
Vehicle ID:
Direction of Travel:
Location and City of Incident:
If above information is unknown, please provide other descriptive information to help identify employee:
Description of Incident or Message:

Section 4: Follow Up			
May we contact you if we need more details or information?	YES	NO	
What is the best way to reach you? (Choose One)	Phone	Email	Mail
What is the best day/time to reach you (if a phone call is preferred)?			

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS

1. Statement of Work

During the period October 1, 2021 through September 30, 2022, the Town of Flower Mound may use Community Development Block Grant (CDBG) funds to reimburse SPAN for providing "Demand Response" transit service to the following citizens of the Town of Flower Mound (TOWN):

- Elderly who are 65 years and older
- Severely disabled adults who are 18 years and older and
 - Use a wheelchair or another special aid for six months or longer; or
 - Are unable to perform one or more "functional activities" (i.e., seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs, or walking); or
 - Need assistance with an "ADL" (i.e., an activity of daily living including getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating, and toileting); or
 - Need assistance with an "IADL" (i.e., going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone); or
 - Are prevented from working at a job or doing housework; or
 - Have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia, or mental retardation; or
 - Are less than 65 years and covered by Medicare or receive Supplemental Social Security Income.

It is expressly agreed and understood that the total amount of CDBG funds to be paid by the TOWN under this Agreement shall not exceed Thirty Thousand Dollars (\$30,000.00). Costs exceeding Thirty Thousand Dollars (\$30,000.00) for providing Demand Response transit service to the above citizens will be paid with TOWN funds in accordance with the Agreement.

The TOWN's obligations under this Agreement are contingent upon the actual receipt of adequate CDBG funds to meet SPAN's liabilities under this Agreement. If adequate CDBG funds are not available to make payments under this Agreement, the TOWN will notify SPAN in writing within a reasonable time after such fact has been determined, so that SPAN can modify its services. The TOWN may, at its option, either reduce the amount of its liability, or terminate the Agreement. It is expressly understood that this Agreement in no way obligates the TOWN's General Fund or any other monies or credits of the TOWN for payment of the CDBG funds.

CDBG grant funds will not be used for any cost or portion thereof of which:

- Has been paid, reimbursed or is subject to payment or reimbursement from any other source;
- Was incurred prior to the beginning date, or after the ending date specified in this Agreement;

- Is not in strict accordance with the terms of this Agreement; or,
- Has not been billed to TOWN within 30 calendar days following termination of the Agreement.

CDBG grant funds reimbursed under this Agreement will not be paid to any party other than SPAN. Upon termination of this Agreement, should any expense for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by the TOWN, the Department of Housing and Urban Development, or any other federal agency, SPAN will refund such amount to the TOWN within ten working days of a written notice to SPAN, which specifies the amount disallowed. Refunds of disallowed costs may not be made from these or any funds received from or through the TOWN.

2. Records and Reports

SPAN agrees to maintain records that provide accurate, current, separate, and complete disclosure of the status of the CDBG funds received under this Agreement. SPAN shall retain all records pertinent to expenditures incurred under this Agreement for five years from the date of termination of the Agreement. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs first.

SPAN agrees to grant access by the TOWN, the U. S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of SPAN which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

At the time SPAN submits a request to TOWN for reimbursement, SPAN shall provide a report to TOWN identifying the costs by line item and the actual ridership provided, including name, address, age, disability, and race. SPAN will provide TOWN staff access to records necessary to obtain documentation to support CDBG eligibility requirements.

3. Program Income

No program income will be generated under this Agreement.

4. Uniform Administrative Requirements

In regard to CDBG funds provided under this Agreement, SPAN agrees to comply with the requirements of Title 24: Housing and Urban Development of the Code of Federal Regulations (CFR) Part 570.502 concerning Community Development Block Grants (CDBG). The TOWN has a copy available for review or reproduction. SPAN also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the CDBG funds provided under this Agreement.

5. Other Program Requirements

SPAN further agrees to utilize CDBG funds available under this Agreement to supplement rather than supplant funds otherwise available. For example, if an eligible rider's fee is partially paid by other funds, CDBG funds will be used to pay only the difference in cost for the ride. CDBG grant funds will not be used to fund any claims, actions, suits, charges or judgments whatsoever that arise out of SPAN's performance or nonperformance of the services or subject matter called for in the Agreement. SPAN shall:

- Hold harmless, defend, and indemnify TOWN from any and all claims, actions, suits, charges and judgments whatsoever that arise out of SPAN's performance or nonperformance of the services or subject matter called for in the Agreement;
- Comply with the bonding and insurance requirements of OMB Circular A-110 (Flower Mound has a copy available for review or reproduction). Actual losses not covered by insurance as required by this Agreement are not allowable costs under this Agreement and remain the sole responsibility of SPAN;
- Comply with all applicable equal employment opportunity and affirmative action laws or regulations;
- Provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement;
- Maintain adequate and continuous liability insurance on all vehicles owned, leased or operated that are used to provide services under this Agreement; and,
- Ensure that all drivers possess a valid Texas driver's license.

6. Conditions for Religious Organizations

SPAN shall provide all services under this Agreement in a manner that is exclusively non-religious in nature and scope. There shall be no religious services, proselytizing, instruction or any other religious preference, influence or discrimination in connection with providing these services.

7. Reversion of Assets

Payment for allowable costs under the terms of the Agreement is on a reimbursement basis. Expenditures will not be reimbursed to SPAN for the purchase of real property or equipment. These are not allowable costs under this Agreement.

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
IMPLEMENTATION OF AN ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH
DISABILITIES PROGRAM PROJECT**

Program Implementation

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Sub-Award agreement for reimbursable activities to Special Programs for Aging Needs (DUNS#: 088995790)

FUNDING SOURCE: 49 USC 5310 Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities

CFDA NAME & NUMBER (www.cfda.gov): Enhanced Mobility of Seniors and Individuals with Disabilities, Section 5310 (20.513)

FEDERAL AWARD PROJECT DESCRIPTION. The Program Administrator has received Enhanced Mobility of Seniors and Individuals with Disabilities funds from the Federal Transit Administration, through an agreement executed on September 15, 2017 in the amount of Seven hundred, Sixty Two Thousand Four Hundred Nineteen dollars (\$762,419) for Fiscal Year 2017.

Federal Award Project Description, as described in the Federal Funding Accountability & Transparency Act (FFATA): NCTCOG FY 2017 Section 5310 Grant

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): TX-2017-073-01

FEDERAL AWARD PERFORMANCE PERIOD: SEPTEMBER 13, 2017 – DECEMBER 30, 2022

TOTAL SUBAWARD AMOUNT: \$159,398 (FEDERAL \$159,398, TDC 31,880)

AGREEMENT PERIOD: EXECUTION THROUGH NOVEMBER 30, 2021

U.S. Department of Transportation

Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Project Manager:

*Dan Peschell
Program Management Specialist
Daniel.Peschell@dot.gov
(817) 978-0563*

North Central Texas Council of Governments

616 Six Flags Drive
Arlington, Texas 76011

Project Manager:

*Karina Maldonado
Senior Transportation Planner
kmaldonado@nctcog.org
(817) 704-5461*

Special Programs for Aging Needs

1800 Malone Street
Denton, TX, 76201

Project Manager:

*Michelle Mahon
Executive Director
michellem@span-transit.org
(940) 382-2224*

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
SPECIAL PROGRAMS FOR AGING NEEDS
for
IMPLEMENTATION OF ENHANCED MOBILITY OF SENIORS
AND INDIVIDUALS WITH DISABILITIES

WHEREAS, 49 U.S.C. 5310 apportions Enhanced Mobility of Seniors and Individuals with Disabilities Program (Program) funds by formula to large urbanized areas, small urbanized areas, and non-urbanized areas; and,

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, it is the goal of the RTC to offer a transportation system that is accessible, integrated, efficient, and provides for a diverse and flexible set of transportation options; and,

WHEREAS, 49 U.S.C. 5310 authorizes and sets forth the provisions for the Program, which is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary services; and,

WHEREAS, NCTCOG is a designated recipient for the Federal Transit Administration (FTA) Section 5310 Program for the Dallas-Fort Worth-Arlington and Denton-Lewisville Urbanized Areas and is responsible for administering the program, as designated by the Governor of Texas; and,

WHEREAS, on October 12, 2017, the RTC approved projects for the Program in the Denton-Lewisville Urbanized Area; and,

WHEREAS, on October 26, 2017, the NCTCOG Executive Board authorized NCTCOG to enter into an Agreement with Special Programs for Aging Needs; and,

WHEREAS, Special Programs for Aging Needs is an eligible subrecipient of the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

PART A: Project Details

1. Parties. This Interlocal Agreement, hereinafter referred to as the Agreement, is made and entered into by and between the North Central Texas Council of Governments, acting as the Program Administrator, and Special Programs for Aging Needs (SPAN, Inc.), acting as the Project Manager. The Program Administrator and the Project Manager may each be referred to as a Party and may collectively be referred to as Parties to this Agreement.

2. Project Description. The Project Manager shall complete the following activities, hereinafter referred to as the Project: The project will provide transportation to seniors and those with disabilities that reside in the City of Flower Mound.

3. Service Area. The Project shall be implemented within Denton County.

4. Notice. Notice from one Party to another Party regarding this Agreement shall be in writing and shall be delivered to the addresses shown below, a courtesy copy will be provided to the contact identified on the Agreement Cover Sheet.

If to the Program Administrator: North Central Texas Council of Governments
Attn: Michael Morris, Transportation Director
616 Six Flags Drive
PO Box 5888
Arlington, Texas 76005-5888

If to the Project Manager: SPAN, Inc.
Attn: Michelle Mahon, Executive Director
1800 Malone Street
Denton, Texas, 76201

5. Budget. The total federal share reimbursable to Project Manager by Program Administrator for this Project shall not exceed \$159,398. The Project Manager's eligible indirect cost rate under this Agreement is 0%.

Eligible Expense	Total	Federal	TDC
Capital FY17	\$159,398	\$159,398	31,880

5.1 Federal Award Project Description. The Agreement Cover Page includes award information that the Program Administrator has received from FTA, through an executed Agreement for Enhanced Mobility of Seniors and Individuals with Disabilities Program funds.

5.1.1 Modifications to the Project will be accepted for review through the quarterly Statewide Transportation Improvement Program (STIP) modification cycles and may require an amendment to this Agreement.

5.2 Match. The Project Manager shall provide Local Share in an amount as specified in Section 6 of the Agreement. The Project Manager shall comply with all guidelines and requirements pertaining to Local Share as outlined in the FTA Master Agreement.

Milestones. The Project Manager shall coordinate with the Program Administrator to develop an implementation schedule for the Project prior to incurring any expenses. The implementation schedule will be approved by the Program Administrator's Project Manager and will become part of this Agreement. The Implementation Schedule will detail the timeline of the Project, scope phases of the Project, and deliverables. Revisions to the approved scope and schedule shall require written approval by the Program Administrator's Project Manager. The Project Manager is required to report financial, operating, milestone and property management data on a recurring basis, as applicable. Information to be submitted with these reports and the deadlines for submission will be determined and agreed upon by both parties in advance. Revisions to the Implementation Schedule and Milestones outlined below may be agreed to in writing by both Parties without requiring an Agreement amendment.

Project Milestones include:

Milestone 1: Service Agreement established with City of Flower Mound, September 2018

Milestone 2: Project Life Cycle Management plan finalized, September 2018

Milestone 3: Begin service in Flower Mound, September 2018

Milestone 4: Develop long-term sustainability plan, Winter 2020

Milestone 5: Submit closeout report no more than 60 days after final invoice, Fall 2021

PART B: Federal Transit Authority Requirements

6. Authority. The Parties agree to implement the activities included in this Agreement as authorized by and consistent with applicable regulations detailed in the following documents, which are hereby made part of this Agreement by reference:

- 6.1** FTA Master Agreement; FTA MA (24), October 1, 2017 and subsequent revisions; and
- 6.2** FTA Enhanced Mobility of Seniors and Individuals with Disabilities Program Circular; FTA C 9070.1G as may be amended from time to time; and,
- 6.3** Title 49 United States Code Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities Program; and
- 6.4** Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 Code of Federal Regulation (CFR) 200 (the Uniform Guidance); and
- 6.5** FTA Required Clauses and Compliance Requirements as detailed in FTA C 4220.1f and as detailed in Appendix C. For the purpose of this Appendix, "Purchaser" shall mean "Program Administrator" and "Contractor" shall mean the "Project Manager". As required, the Project Manager shall include appropriate provisions in applicable contracts.
- 6.6** Any notification containing special conditions or requirements, if issued.

7. Certifications and Assurances. The Project Manager shall execute the Certifications and Assurances for FTA Assistance Programs by signing the Federal Fiscal Year FTA Certifications and Assurances for each fiscal year, as published in the Federal Register, between the Effective Date and

Termination of this Agreement. An executed copy of the Certifications and Assurances shall be provided to the Program Administrator not more than ninety (90) days after the date the Certifications and Assurances are published in the Federal Register.

8. FTA Oversight. Through self-certification, annual audits, and triennial reviews, the FTA shall ensure the administration and implementation of the Project under this Agreement adhere to all applicable federal mandates and requirements. As applicable, the Project Manager shall comply with any requested on-site visits and make available all necessary documentation for review by the FTA, the Program Administrator, or their authorized representatives, for this purpose.

PART C: Program Requirements

9. Program Administrator Responsibilities.

As the Designated Recipient and Grantee, the Program Administrator shall:

- 9.1** Serve as the main point of contact for the Project Manager in coordination of projects under this Agreement.
- 9.2** Implement appropriate procedures to ensure compliance of federal requirements by the Project Manager and Third-Party contractors.
- 9.3** Monitor the progress of the program through review of progress reports, on-site reviews, and communication with a designated representative of the Project Manager.
- 9.4** Review reimbursement requests and remit payment for eligible expenses to the Project Manager, provided all requirements are fulfilled.
- 9.5** Review documentation of local expenses and payments to ensure appropriate local match requirements are fulfilled, as applicable.
- 9.6** Review documentation as submitted by the Project Manager to ensure policies and procedures are within the requirements of the FTA as applicable to the funds allocated under this Agreement.
- 9.7** Work cooperatively with the Project Manager to improve or correct policies and procedures to assure compliance with federal mandates and regulations.
- 9.8** Submit all necessary reports to the FTA in a timely manner.

10. Project Manager Responsibilities.

As the Subrecipient, the Project Manager shall:

- 10.1** Comply with all annually updated applicable provisions of the FTA Master Agreement incorporated herein by reference.
- 10.2** Comply with all applicable State and federal statutes, regulations, rules, executive orders, FTA circulars, and other federal administrative requirements, and subsequent modification thereof, in implementation of the Project.

- 10.3 Comply with the Labor Standard requirements of 49 U.S.C., Section 5333(b) as determined fair and equitable by the U.S. Department of Labor.
- 10.4 Maintain appropriate knowledge of the programs funded under this Agreement, including an understanding of the purpose and requirements of Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities.
- 10.5 Work cooperatively with the Program Administrator and the FTA as applicable to prepare documentation and/or implement procedures for compliance with State and federal rules and regulations.
- 10.6 Modify procedures and services performed for purposes of this Agreement based on recommendations by the Program Administrator to enable efficient and effective operations and implementation of the Project.
- 10.7 Maintain appropriate records of Project implementation, and submit these records to the Program Administrator as requested.
- 10.8 Identify, collect, and document required local matching funds for the Project. Project Manager shall be responsible for any funds determined to be ineligible for reimbursement under this Agreement.

11. Reporting.

- 11.1 **Project Status Reports.** The Project Manager shall complete and submit a status report to the Program Administrator detailing Project activities which occurred during the invoiced performance period. Progress reports will be submitted monthly, quarterly or as determined by the Program Administrator. Each report shall identify the dates any Project milestones were met and any revised anticipated milestone dates; document any delays or problems encountered during the previous months in implementation of the Project and the applied resolution(s); document information and data for any applicable Performance Measures, as defined in Section 12.10; and document any other accomplishments. Status reports may be submitted with reimbursement requests as detailed in Section 13.3 of this Agreement.
- 11.2 **Financial Status Reports.** The Program Administrator shall prepare Financial Status Reports quarterly for grant funds expended or obligated during the previous quarter and submit these reports to the Federal Transit Administration. Information requested from the Project Manager for the purposes of completing this report shall be provided to the Program Administrator promptly and in the format requested to enable timely submittal of the reports.
- 11.3 **Milestone Progress Reports.** The Program Administrator shall prepare Milestone Progress Reports quarterly to update anticipated project milestones and submit these reports to the Federal Transit Administration. Information requested from the Project Manager for the purposes of completing this report shall be provided to the Program Administrator promptly and in the format requested to enable timely submittal of the reports.
- 11.4 **National Transit Database.** Financial and operating information regarding service under this Agreement shall be reported to the FTA annually through the National Transit Database (NTD) Reporting System. The Program Administrator and the Project Manager shall collaborate on development of these reports. The Project Manager will provide to the

Program Administrator any requested information necessary to perform this task promptly and in the format requested. As needed, the Project Manager will submit data to the NTD directly.

- 11.5 Disadvantaged Business Enterprise Participation Reports.** The Program Administrator will compile semi-annual reports based upon the information submitted by the Project Manager regarding anticipated and completed contracting opportunities and Disadvantaged Business Enterprise Participation goals. The Project Manager shall provide requested information promptly and in the format requested to enable timely submittal of the reports.
- 11.6 Closeout Report.** The Project Manager shall prepare a closeout report documenting final Project implementation and costs, including final data for applicable Performance Measures, as agreed with the Program Administrator. The final closeout report should be submitted to the Program Administrator within 60 days of Project completion. A Project will be considered closed upon receipt of a final invoice. All final invoices are due, no later than sixty days after the Project completion. Ninety days after the end of the Project period, the remaining project balance will no longer be available to the Project Manager. All Project records shall be maintained and accessible for a period of three years following receipt of payment of the final invoice or final audit for the project. All real property records shall be maintained and accessible for a period of three years after final disposition of the property.
- 11.7 Charter Bus Service.** The Project Manager agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- 11.8 School Bus Service.** Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- 11.9 Safety and Security.** The Project Manager shall provide to the Program Administrator a written policy on safety, security, and emergency preparedness. This policy shall include, at a minimum, identification of safety personnel and safety accountability, procedures for investigating accidents, safety data reporting schedules, procedures for securing sensitive documents, past and planned security expenditures, anti-terrorist measures, past and planned training and practice drills, and response protocols for each Department of Homeland Security Threat Advisory Level.
- 11.10 Performance Measures.** The Project Manager shall monitor and document quantitative and qualitative information to detail the Project's performance in regards to the following performance measures:

- (a) Impact of project implementation on the availability of transportation services for seniors and individuals with disabilities, specifically increases or enhancements to geographic coverage of service, service quality, and expansion of service times.
- (b) Additions or change to environmental infrastructure, technology, and vehicles through implementation of the Project that impact availability of transportation services for seniors and individuals with disabilities.
- (c) Actual or estimated number of rides (as measured by one-way trips) provided for seniors and individuals with disabilities through implementation of the Project.
- (d) Other measures to be determined at a later date.

12. Payments.

- 12.1** The Project Manager shall be reimbursed for eligible costs incurred from the effective date of the Agreement for implementation of the Project, in an amount not to exceed the federal share of the Budget as detailed in Section 6. No advance funds will be provided.
- 12.2** The Project Manager shall contribute funding or service in an amount as specified in the Budget detailed in Section 6. The local contribution shall be documented and submitted to the Program Administrator as support for requested reimbursement.
- 12.3** The Project Manager shall provide to the Program Administrator reimbursement requests, in the form of an invoice, detailing eligible expenses incurred. Invoices may be submitted no more frequently than monthly. Each invoice must identify the period expenses were incurred, amount of expenses incurred by budget category, and the appropriate reimbursement amount being requested. Each invoice must include supporting receipts and any other documentation or data requested by the Program Administrator. Invoices received past 90 days will be subject to additional review and further documentation requirements.
- 12.4** The Program Administrator may deem an invoice incomplete if the Project Manager does not submit complete and acceptable documentation.
- 12.5** The Project Manager shall remit to the Program Administrator any excess payments made to the Project Manager any costs disallowed by the Federal Government, any amounts recovered by the Recipient from third parties or other sources, and any interest required.
- 12.6** Any compensation due to the Project Manager for performance of this Agreement shall be payable only after approval of invoices submitted to the Program Administrator and receipt of grant funds from the funding agencies. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the Program Administrator.

13. Policy and Procedure Compliance. The Project Manager agrees to comply with all applicable management and administrative requirements for implementation of the Project. The Project Manager shall regularly review current policies and procedures and modify these procedures as needed to ensure compliance with federal requirements. If at any time, during the term of this Agreement, the Project Manager identifies any procedures or activities associated with the Project to be inconsistent with applicable regulations, the Project Manager shall notify the Program Administrator immediately to ensure appropriate resolution. As applicable to the Project, the Program Administrator may request written procedures or documentation of activities from the Project Manager. The Project Manager and Program

Administrator will work cooperatively to adjust procedures and Project activities to ensure compliance with regulations.

13.1 Financial Management. The Project Manager shall document and apply procedures for appropriate and sufficient financial reporting, accounting records, internal controls, budget control, cost review, source documentation, cash management, payment tracking, and other financial records. The Project Manager shall provide any requested data and other documentation to the Program Administrator to enable appropriate financial management oversight by the Program Administrator for management of the Project and compliance with federal requirements.

13.2 Allowable Costs. The Project Manager shall ensure compliance with 2 CFR Part 200.

13.3 Satisfactory Continuing Control. The Project Manager shall provide to the Program Administrator a current inventory of capital assets and real property, including all vehicles leased, owned, and/or operated by the Project Manager, and an inventory schedule. The Project Manager shall ensure all equipment and other assets received through this Agreement are appropriately maintained. The Project Manager shall provide reasonable access to the Program Administrator to investigate procedures, inventory records, equipment, and other assets to ensure satisfactory continuing control.

13.4 Asset Management.

13.4.1 Equipment Use and Management. As applicable to this Project, the Project Manager shall ensure compliance with 2 CFR 200.313 and 2 CFR 200.439. The Project Manager shall use the equipment for the project for which it was acquired as long as needed, even if the Project does not continue to receive federal funding. Equipment must be used first for the Project and then to meet transportation needs of other federal programs, providing that they do not interfere with the Project.

13.4.2 Maintenance and Inspections. For all equipment and vehicles purchased under this Agreement, the Project Manager agrees to abide by the manufacturer's maintenance specifications a Maintenance Program documented by the Project Manager. If the Project Manager has developed their own Maintenance Program, this program shall follow the manufacturer's recommendations to maintain optimal efficiency. As applicable for the type of equipment, the Project Manager shall maintain a maintenance records that contains, at a minimum:

- a. Maintenance repair records,
- b. Usage chart or monthly mileage reports, and
- c. Inspection log

The Project Manager shall submit this record to the Program Administrator as requested.

Equipment and vehicles purchased under this Agreement will remain under the Project Manager's purview for inspections and review, as necessary, and will remain on the Project Manager's inventory until title is transferred.

All vehicles owned, leased, or used in the operation of this Project will have an annual safety inspection conducted by qualified individuals at the expense of the Project Manager. Upon

detection of a problem, repairs required to make the vehicle safe to operate will immediately be completed. The vehicle will be inoperable until repairs are made and will be returned to service once safety is guaranteed.

The Project Manager shall maintain a preventative maintenance program for each vehicle purchased.

13.4.3 Disposition. The Project Manager must receive written authorization from the Program Administrator for use, non-use, sale, or other disposition of any equipment or vehicles provided through this Agreement for any purpose other than implementation of the Project, including use, non-use, sale or other disposition of equipment after the termination of this Agreement. The Project Manager acknowledges that use, non-use, sale, or other disposition of any equipment or vehicle may require the Project Manager to return all or a portion of funding received under this Agreement to the Program Administrator.

- a. Disposition of Vehicles.** When the Project Manager is ready to sell the vehicle and/or the vehicle is past its useful life, a written request must be made to the Program Administrator to release and convey the title to the Project Manager. This request will contain, at a minimum: type of vehicle, license plate number, serial number, engine size, special options (e.g. air conditioning, cruise control, etc.), mileage, condition of vehicle, and reason for disposition request. The Program Administrator will notify the Project Manager if the request has been approved. If a Project Manager no longer has a need for the vehicle for the original Project purpose and the vehicle is still within its useful life, the Program Administrator will seek to have the vehicle transferred to another Project Manager. The useful life of all vehicles included in the Project shall be as referenced in Awards Management Circular 5010.1. If the vehicle title has been released and the vehicle is past its useful life, the Project Manager may sell the vehicle and use the proceeds of the sale to fund transportation activities. Project Manager acknowledges that disposition of the vehicle may require the Project Manager to return all or a portion of funding received under this Agreement to the Program Administrator.

13.4.4 Depreciation. The Project Manager shall follow applicable guidelines for the calculation of depreciation on any fixed assets (i.e. buildings, capital improvements, equipment, software projects capitalized) consistent with 2 CFR 200.436 and Awards Management Circular 5010.1.

- 13.5 Licensure.** Every vehicle providing Service shall be operated by an operator duly licensed by the State of Texas and in current possession of said license to operate vehicles of the type and size obtained in this Agreement.
- 13.6 Title VI.** The Project Manager shall work cooperatively with the Program Administrator to implement appropriate Project activities to address environmental justice in minority and low-income populations, and to address needs from persons with Limited English Proficiency (LEP).
- 13.7 Public Hearing Requirements.** The Program Administrator shall be responsible for general public hearing and public meeting requirements associated with development and award of the Project. The Project Manager shall provide any necessary assistance to the Program

Administrator to ensure appropriate information is available to the public. Any additional public meetings or public hearings scheduled by the Project Manager should be coordinated in advance with the Program Administrator. The Project Manager shall transmit to the Program Administrator copies of subsequent meeting notices, agendas, and any public comments received regarding the Project, and any responses, within five (5) days of receipt.

13.8 Fares and Services. The Project Manager shall provide the Program Administrator a fee and service schedule for transit services offered through funds received under this Agreement, if applicable. Changes to fares and services initiated after the execution of this Agreement shall be provided to the Program Administrator prior to implementation of the changes.

13.9 Half Fare. The Project Manager shall provide to the Program Administrator a written description of the provider's half fare policies and procedures, including at a minimum, a schedule of half fare services, advertisement of half fare service, and eligibility verification procedures. Changes to half fare policies and procedures initiated after the execution of this Agreement shall be provided to the Program Administrator prior to implementation of the changes.

13.10 Drug and Alcohol Program. The Project Manager shall prepare and maintain a management information system (MIS) of drug and alcohol test results and provide an annual report to the Program Administrator by the first of February each year in the format requested. The Project Manager shall include a statement of compliance with the Drug and Alcohol Program in applicable Third-Party contracts and monitor compliance with the program. Annual MIS reports shall be completed and provided to the Program Administrator for applicable Third-Party contractors.

The Project Manager shall provide a copy of the Drug and Alcohol Policy to the Program Administrator. The Drug and Alcohol Policy shall include, at a minimum, a contact person, employee categories subject to testing, prohibited behavior, testing circumstances, testing procedures, requirement that covered employees submit to testing, behavior that constitutes a refusal to submit to a test, consequences for an employee who has a verified positive test result or alcohol concentration within specified levels, and a records retention schedule for drug and alcohol testing. Information shall be made available upon request of the Program Administrator.

13.10.1 Drug-Free Workplace. The Project Manager shall establish a drug-free workplace in accordance with the Drug-Free Workplace Act. A copy of the drug-free workplace policy, as distributed to employees, shall be provided to the Program Administrator. The drug-free workplace policy shall include, at a minimum, notification of prohibited activities relating to drugs, notification of requirement to abide by policy as a condition of employment, and drug conviction disclosure requirements. The Project Manager shall inform the Program Administrator within five (5) calendar days of the receipt of notice of an employee's criminal conviction for a drug statute violation that occurred in the workplace. The Project Manager shall maintain a record of all employees reporting drug convictions and the action taken against the employee, and make these records available to the Federal Transit Administration, the Program Administrator, or their auditors for review upon request.

- 13.11 Reviews.** The Program Administrator shall coordinate appropriately with the FTA regarding necessary review of program compliance. The Project Manager acknowledges that the FTA or their designees may require review of the Project Manager's compliance as a component of the review of the Program Administrator. The Project Manager agrees to permit access to staff, property, and records for the Program Administrator, the FTA, and their designees as necessary to complete any reviews.

PART D: General and Special Conditions

14. Term.

- 14.1 Effective Date.** The term of this Agreement shall take effect on the date executed by the Parties and remain in effect until November 30, 2021.
- 14.2 Termination.** NCTCOG reserves the right to terminate this Agreement in whole or in part for convenience. NCTCOG may terminate for cause. If NCTCOG elects to terminate for cause, NCTCOG shall provide written notice of termination, shall set forth the reasons for termination, and shall provide for a minimum of 30 days to cure the defect. Termination is effective only if the Project Manager fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, NCTCOG shall only be liable for payment of services provided and accepted before the effective date of termination. The Project Manager shall account for and return to NCTCOG any property in its possession paid for from funds received from NCTCOG, or property supplied to the Project Manager by NCTCOG.
- 14.3 Federal Government Termination.** Any or all of the terms of this Agreement may be suspended or terminated in the event that the Project or funding is terminated for any reason.
- 14.4 Project Closeout.** Closeout of any or all projects under this Agreement by the FTA does not invalidate any continuing obligations imposed by this Agreement.
- 14.5 Continuing Obligations.** Termination of this Agreement does not invalidate any continuing obligations imposed by this Agreement.

- 15. Procurement.** The Party responsible for conducting procurement activities, whether the Program Administrator or the Project Manager, shall ensure compliance with applicable provisions of 2 CFR 200.317-.326 and the FTA Circular 4220.1 F for the procurement of equipment or goods and services through this Agreement. Each Party shall ensure that procurements under this Agreement comply with 49 CFR Part 661. For procurements completed by the Project Manager, the Program Administrator may require the Project Manager to submit their procurement procedures and a written code of conduct prior to commencing the procurement for approval consistent with any third party procurement guidelines provided by the Program Administrator.

- 15.1 Procurement of Recovered Materials (Recycled Products).** As required under the Uniform Guidance, the Project Manager agrees to comply with all applicable provisions of 2 CFR §200.322.

15.2 Bus Testing. The Project Manager shall provide to the Program Administrator a copy of the test report, as applicable, for the purchase of a new bus model prior to purchase as applicable.

16. Single Audit Act and Submission of Audits. As applicable, the Project Manager shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year, in Federal awards must have a single or program-specific audit conducted for that year. As applicable, the Project Manager shall provide to the Program Administrator, for its review, a copy of any audit received as a result of the Project Manager's policy or audits of federal and state governments relating to expenditure of funds under this Agreement. Such audits shall include or be accompanied by any applicable audit management letter issued and applicable responses to the auditor's findings and recommendations. All audits shall be submitted to The Program Administrator within thirty (30) days of receipt of each issued report.

17. Vehicles.

17.1 Vehicle Use. The Project Manager shall ensure the use of any vehicles received through this Agreement is consistent with the Project and the terms of this Agreement.

17.2 Titles to Vehicles. The Project Manager shall purchase a State vehicle title under the Project Manager's name through registration and annual registration renewal for any vehicles received through this Agreement. Project Managers may co-title vehicles with local governmental entities, in order to take advantage of blanket insurance rates or to participate in bulk purchases of fuel, maintenance and supplies. The Program Administrator, NCTCOG, will be the First Lien-Holder on all vehicles funded through this Agreement. The Program Administrator shall retain Title of the vehicle until either the vehicle reached the end of its useful life or upon disposition of the vehicle, upon which time Title will be transmitted to the Project Manager.

17.3 Vehicle Insurance. The Project Manager shall maintain adequate Comprehensive Automobile Insurance for the operation of vehicles for implementation of this Project. This insurance shall cover all owned, non-owned, and hired vehicles used during this Project. The Project Manager shall, at all times during the term of this agreement and extended terms thereof, provide and maintain, or cause to be provided and maintained, insurance protecting the interests of NCTCOG against any loss, cost or expense, of any kind arising out of the Service to be provided. NCTCOG shall be named as an additional insured and shall be provided with a certificate of insurance from an insurance company or companies acceptable to NCTCOG, at least twenty (20) days prior to the commencement of Service. Said policy or policies shall bear an endorsement giving NCTCOG a thirty (30) day written notice of cancellation. In the event the Project Manager allows any coverage to lapse during the terms of this Agreement, NCTCOG shall have the right to terminate the Agreement. Prior to delivery of any vehicle provided through this Agreement, the Project Manager will provide proof of insurance to the Program Administrator, and will submit proof of coverage annually.

The Project Manager is required to report to the Program Administrator when a vehicle is in an accident, stolen or there is other property damage. Any insurance proceeds received by or on behalf of the Project Manager under an insurance policy due to the damage or destruction of a vehicle funded through this Agreement must be utilized to repair the vehicle or acquire another vehicle for implementation of the Project.

17.4 No Recourse. Companies issuing the insurance policies herein described shall have no recourse against the Program Administrator for payment of any premiums or assessments for deductibles, such premiums and deductibles being the sole responsibility of the Project Manager.

18. Construction Management and Oversight. As applicable to this Project, the Project Manager shall ensure appropriate management of any construction activities, including compliance with applicable local construction regulations and permitting requirements. The Project Manager shall ensure that construction activities comply with prevailing wage requirements of the Davis-Bacon Act. Upon request, the Project Manager shall provide to the Program Administrator applicable documentation confirming compliance with construction regulations.

19. Amendments.

19.1 Agreement. This Agreement embodies all of the Agreements of the Parties relating to its subject matter, supersedes all prior understandings and Agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the Parties.

19.2 Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

19.3 Changed Circumstances. If future federal, State, or local statute, ordinance, regulation, rule, or action renders this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the Parties agree to delete and/or modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

20. Rights.

20.1 Authority. The Project Manager shall have no authority to act for or on behalf of the Program Administrator except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. The Project Manager may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the Program Administrator.

20.2 Assignment. Without the prior written consent of the Program Administrator, the Project Manager may not transfer or assign any rights or duties under or any interest in this Agreement.

21. Miscellaneous Provisions.

- 21.1 Indemnification.** The Project Manager covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend the Program Administrator, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the Project Manager, its officers, agents, servants, employees, or subcontractors, and the Project Manager does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this Agreement as a result of any negligent act or omission on the part of the Project Manager, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.
- 21.2 Liability.** The Program Administrator shall not be liable for any damages, including that of personal injury, death, or property for any reason associated with implementation of the Project under this Agreement.
- 21.3 Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.
- 21.4 Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership of joint venture or agency relationship between the Parties. Nor shall any Party be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.
- 21.5 Insurance.** The Project Manager shall comply with the insurance requirements imposed by State and local laws, regulations, and ordinances.
- 21.6 Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
- 21.7 Disputes and Remedies.** Should disputes arise concerning the Project, or additional agreed upon work to be performed under this Agreement, the Project Manager and NCTCOG shall negotiate in good faith toward resolving such disputes. NCTCOG shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Contract terms by the Project Manager may be grounds for termination, and should said disputes be irreconcilable, NCTCOG shall terminate the

agreement by default. Any costs directly related to the termination shall be paid by the Project Manager, provided such amount shall not exceed the total contract amount for Project Manager under this Agreement.

- 21.8 Debarment/Suspension.** The Project Manager is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The Project Manager and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Appendix A of this agreement.

The Project Manager shall ensure compliance with 2 CFR 200.212, by disclosing all information to the Program Administrator regarding the Project Manager's debarment, suspension, or other exclusion from public transactions. The Project Manager shall also ensure that any third-party vendor or contractor receiving funding through this Agreement is not debarred, suspended, or otherwise excluded from or ineligible for participation in publicly-funded programs. The Project Manager shall include a statement of compliance with Suspension and Debarment requirements in applicable procurement solicitations and third-party contracts.

- 21.9 Restrictions on Lobbying.** The Project Manager of these funds is prohibited from using monies for lobbying purposes; The Project Manager shall comply with the special provision "Restrictions on Lobbying," which is included as Appendix B of this Agreement. The Project Manager shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

- 21.10 Confidentiality.** The Project Manager and the Program Administrator shall ensure that all information, both written and verbal, deemed confidential by law that is obtained through implementation of the Project will remain confidential, subject to provisions of the Texas Public Information Act.

The following appendices are made part of this Agreement.

- Appendix A Debarment Certification
- Appendix B Lobbying Certification
- Appendix C Required FTA Clauses and Compliance Documentation
- Appendix D Required 2 CFR 200 Clauses

IN WITNESS HEREOF, the parties have executed this Agreement. This Agreement becomes effective on the last day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

DocuSigned by:

Mike Eastland

7/31/2018

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Mike Eastland, Executive Director

Date

SPECIAL PROGRAMS FOR AGING NEEDS (SPAN, INC.)

DocuSigned by:

Michelle Mahon

7/30/2018

34AFB5016C9647A

Michelle Mahon, Executive Director

Date

APPENDIX A
DEBARMENT CERTIFICATION

APPENDIX A DEBARMENT CERTIFICATION

CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS AND COOPERATIVE AGREEMENTS REGARDING DEBARMENT AND SUSPENSIONS

Department of Transportation (DOT) Circular 2015.1 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. NCTCOG has elected to include the requirements of the DOT Circular 2015.1 in all third-party contracts for federal funds. A certification process has been established by 49 C.F.R. Part 29 as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. DOT will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or any explanation may disqualify that person from participating in the project.

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower tier participant. In general, lower-level employees or procurements of less than \$25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party contract to complete the certification in Appendix A.2 for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, DOT may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

APPENDIX A.1 CERTIFICATION INFORMATION

This certification is to be used by contractors pursuant to 49 CFR 29 when any of the following occur:

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction
- any procurement contract for goods or services when the estimated cost is \$25,000 or more
- any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee and grantor.

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED REPRESENTATIVES OF THE STATE OR THE U.S. DEPARTMENT OF TRANSPORTATION UPON REQUEST.

**APPENDIX A.2
LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION
(Negotiated Contracts)**

Michelle Mahon

_____, being duly
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

SPAN, Inc.

_____, nor its principals
(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

DocuSigned by:

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Signature of Certifying Official
Michelle McMahon

Title

7/30/2018

Date of Certification

APPENDIX B

LOBBYING CERTIFICATION

APPENDIX B
LOBBYING CERTIFICATION
RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set for in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.1, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**APPENDIX B.1
LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

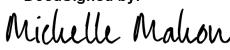
The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

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Signature
Michelle McMahon

Title
Executive Director

Agency
7/30/2018

Date

APPENDIX C

REQUIRED FTA CLAUSES AND COMPLIANCE DOCUMENTATION

APPENDIX C
FTA REQUIRED CLAUSES AND
COMPLIANCE DOCUMENTATION

A. No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. Access to Records.

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR 200.317-.326, the Contractor

agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR 200 Appendix II, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

4. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR 200.336.

6. FTA does not require the inclusion of the above Access to Records requirements in subcontracts.

D. Federal Changes.

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

E. Civil Rights.

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

F. Disadvantaged Business Enterprise.

1. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR, Part 26, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this agreement. Consequently the DBE requirements of 49 CFR, Part 26, exclusive of Subpart D, apply to this agreement. NCTCOG and its subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR, Part 26, Subpart A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, NCTCOG and its subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, exclusive of Subpart D, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. NCTCOG and its subcontractors shall not discriminate on the basis of race, creed, color, national origin, sex, or disability, in the award and performance of contracts funded in whole or in part with federal funds.

G. Disputes and Remedies.

1. Should disputes arise concerning the Project or additional agreed upon work to be performed under this Contract, the Contractor and NCTCOG shall negotiate in good faith toward resolving such disputes. NCTCOG shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Contract terms by the Contractor may be grounds for termination, and should said disputes be irreconcilable, NCTCOG shall terminate the agreement by default. Any costs directly related to the termination shall be paid by the Contractor, provided such amount shall not exceed the total contract amount for Contractor under this Agreement.

H. Clean Air.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate

EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

I. Clean Water.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

H. Cargo Preference - Use of United States-Flag Vessels.

1. The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

I. Contract Work Hours and Safety Standards.

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - The Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

J. Energy Conservation.

1. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

K. Americans with Disabilities Act.

1. The contractor must comply applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations.

L. Buy America.

1. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

M. Intelligent Transportation Systems (ITS). The contractor shall coordinate appropriately to ensure compliance with the Regional ITS Policy, and plan accordingly for the implementation of recommended systems. The contractor shall provide to the Program Administrator a Statement of Architecture Consistency for all applicable projects. The Contractor shall include a clause in all applicable procurement bids and Third-Party contracts for required coordination with National/Regional ITS Architecture.

N. Incorporation of Federal Transit Administration Terms.

1. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Purchaser requests which would cause Purchaser to be in violation of the FTA terms and conditions.

APPENDIX D

REQUIRED 2 CFR 200 CLAUSES

APPENDIX D
REQUIRED 2 CFR 200 CLAUSES
Uniform Administrative Requirements, Cost Principles & Audit Requirements
for Federal Awards

- 1. Equal Employment Opportunity.** Project Manager shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Project Manager shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. Davis-Bacon Act.** Project Manager agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 3. Contract Work Hours and Safety Standards.** Project Manager agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 4. Rights to Invention Made Under Contract or Agreement.** Project Manager agrees to comply with all applicable provisions of 37 CFR Part 401.
- 5. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PRO Project Manager VIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6. Debarment/Suspension.** Project Manager is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Project Manager and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions,” which is included as Attachment A of this agreement.
- 7. Restrictions on Lobbying.** Project Manager of these funds is prohibited from using monies for lobbying purposes; Project Manager shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment B of this Agreement. Project Manager shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 8. Procurement of Recovered Materials.** Project Manager agrees to comply with all applicable provisions of 2 CFR §200.322.

SPAN, INCORPORATED

ANNUAL FINANCIAL REPORT

YEAR ENDED SEPTEMBER 30, 2020

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902 NORTH LOCUST
P.O. BOX 977
DENTON, TX 76202-0977

TEL. (940) 387-8563
FAX (940) 383-4746

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
SPAN, Incorporated
Denton, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of SPAN, Incorporated (a nonprofit organization), which comprise the statement of financial position as of September 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SPAN, Incorporated as of September 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 28, 2021, on our consideration of SPAN, Incorporated's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering SPAN, Incorporated's internal control over financial reporting and compliance.

Hankins, Eastup, Deaton, Tonn & Seay, PC

Hankins, Eastup, Deaton, Tonn & Seay, PC
Denton, Texas

January 28, 2021

FINANCIAL SECTION

SPAN, INCORPORATEDSTATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2020ASSETS

Current Assets:

Cash and cash equivalents	\$ 552,855	
Investments	220,000	
Accounts receivable	659,013	
Accrued interest receivable	3,697	
Prepaid expenses	24,018	
Total Current Assets		\$ 1,459,583

Property and equipment:

Land	181,100	
Building	599,323	
Transportation equipment	2,522,207	
Office/Shop furniture and equipment	352,803	
	3,655,433	
Less accumulated depreciation	(2,569,571)	
Net Property and Equipment		1,085,862

Total Assets \$ 2,545,445

LIABILITIES AND NET ASSETS

Current Liabilities:

Accounts payable	\$ 44,036	
Total Current Liabilities		\$ 44,036

Net Assets:

Without donor restriction	2,501,409	
With donor restriction	-	
Total Net Assets		2,501,409

Total Liabilities and
Net Assets \$ 2,545,445

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATEDSTATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2020

	Without Donor Restriction	With Donor Restriction	Total
Support and Revenue:			
Support			
Contributions	\$ 199,339	\$ -	\$ 199,339
Support from local governments	252,651		252,651
Total Support	<u>451,990</u>	<u>-</u>	<u>451,990</u>
Revenue:			
Transportation grants	1,978,375		1,978,375
Transportation contracts	201,341		201,341
Aging grants	577,355		577,355
Aging contracts	77,620		77,620
Transportation program income	117,976		117,976
Meals program income	15,324		15,324
Miscellaneous	1,102		1,102
Fundraising	32,255		32,255
Loss on disposition of assets	(11,928)		(11,928)
Interest income	4,391		4,391
Total Revenue	<u>2,993,811</u>	<u>-</u>	<u>2,993,811</u>
Net assets released from restrictions:			
Satisfaction of usage restrictions	-	-	-
Total Support and Revenue	<u>3,445,801</u>	<u>-</u>	<u>3,445,801</u>
Expenses:			
Functional Expenses:			
Transportation program	2,083,260		2,083,260
Senior citizen meals and other services	839,188		839,188
Management and general	285,523		285,523
Fundraising	35,736		35,736
Total Expenses	<u>3,243,707</u>	<u>-</u>	<u>3,243,707</u>
Change in net assets	<u>202,094</u>	<u>-</u>	<u>202,094</u>
Net Assets, Beginning of Year	<u>2,299,315</u>	<u>-</u>	<u>2,299,315</u>
Net Assets, End of Year	<u>\$ 2,501,409</u>	<u>\$ -</u>	<u>\$ 2,501,409</u>

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATEDSTATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2020

Cash Flows From Operating Activities:

Change in net assets	\$ 202,094	
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	327,279	
Increase in accounts receivable	(187,820)	
Increase in accrued interest receivable	(3,697)	
Decrease in prepaid expenses	23,210	
Decrease in accounts payable	(6,399)	
Loss on disposition of assets	11,928	
Net Cash Provided By Operating Activities		\$ 366,595

Cash Flows From Investing Activities:

Proceeds from sale of assets	9,780	
Purchase of investment	(220,000)	
Purchase of property and equipment	(443,704)	
Net Cash Used by Investing Activities		<u>(653,924)</u>

Net decrease in cash and cash equivalents (287,329)

Cash and cash equivalents - September 30, 2019 840,184

Cash and cash equivalents - September 30, 2020 \$ 552,855

Supplemental disclosure:

Interest paid during the year	\$ -
Income taxes paid during the year	\$ -

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATEDSTATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED SEPTEMBER 30, 2020

	Transportation	Senior Citizen Meal and Other Services	Management and General	Fundraising	Total
Salaries and Wages	1,050,175	267,612	219,553	18,296	1,555,636
Payroll taxes	84,063	21,943	17,569	1,471	125,046
Workers compensation ins.	39,776	14,857	9,100	758	64,491
Health insurance	101,547	20,956	20,404	1,701	144,608
Retirement	8,801	2,964	1,960	163	13,888
Travel	-	1,387	-	-	1,387
Occupancy	30,425	8,928	2,553	638	42,544
Insurance	65,300	3,523	1,406	351	70,580
Telephone	5,198	2,945	724	181	9,048
Office expense	17,256	4,983	2,541	635	25,415
Conferences and meetings	4,885	663	360	90	5,998
Advertising	3,725	1,541	-	-	5,266
Professional fees	9,971	3,529	1,200	300	15,000
Computer & equipment expenses	36,061	4,584	3,613	903	45,161
Fundraising expenses	-	-	-	10,249	10,249
Fuel and oil	147,185	-	-	-	147,185
Licensing	6,384	-	-	-	6,384
Vehicle repairs & maintenance	125,247	-	-	-	125,247
Communications	17,276	-	-	-	17,276
Health testing	6,562	-	-	-	6,562
Uniforms	900	-	-	-	900
Miscellaneous	5,655	2,094	1,937	-	9,686
Cost of meals	-	465,945	-	-	465,945
Equipment maintenance/supplies	-	2,926	-	-	2,926
Total expenses before deprec.	1,766,392	831,380	282,920	35,736	2,916,428
Depreciation of property & equip	316,868	7,808	2,603	-	327,279
Total expenses	2,083,260	839,188	285,523	35,736	3,243,707

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATED**NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2020****NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES****A. Nature of Activities**

SPAN, Incorporated (SPAN) is a not-for-profit agency established to provide transportation, meals and other services to senior citizens and others within the community.

B. Financial Statement Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Net assets without donor restriction - Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restriction - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, net assets with donor restriction are reclassified to net assets without donor restriction and reported in the statement of activities as net assets released from restrictions.

C. Description of Programs

Transportation - SPAN provides transportation programs for citizens throughout Denton County. Programs include demand response transportation in Denton County for senior citizens, persons with disabilities, and the general public. Funding for these programs is provided through Federal and State transportation grants and contracts; fares and donations received from riders; and local public and private support.

Senior Citizen Meals and Other Services - Daily (Monday through Friday) hot meals are served to senior citizens at thirteen sites throughout Denton County. The program also includes home delivered meals to qualifying home-bound senior citizens. In March 2020, SPAN temporarily closed all of the congregate meal locations in response to the coronavirus pandemic. At that time, SPAN began home-delivery of meals to the effected individuals. Funding for the meal programs is provided by Federal and State aging grants and contracts, donations from meal recipients and local public and private support. SPAN also provides a variety of programs for senior citizens including information and referral and recreational activities at senior centers.

D. Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

SPAN, INCORPORATED**NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2020****NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****E. Property and Equipment**

Expenditures for property and equipment are stated at cost. Donated property and equipment is recorded at its estimated fair market value at the date of donation. The organization capitalizes property and equipment purchases that exceed \$500.

Depreciation of property and equipment is calculated on the straight-line method over the following estimated useful lives:

Buildings	31.5 years
Vehicles	4-10 years
Equipment	4-8 years
Furniture and fixtures	7-10 years

F. Contributed Services and Materials

SPAN receives donated services from a variety of unpaid volunteers assisting SPAN in its programs. No amounts have been recognized in the accompanying statement of activities because the criteria for recognition of such volunteer effort under SFAS No. 116 have not been satisfied.

G. Income Taxes

SPAN is organized as a Texas nonprofit corporation and has been recognized by the IRS as exempt from Federal income taxes under IRC Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for the charitable contribution deduction under IRC Section 170(b)(1)(A)(vi) and (viii), and has been determined not to be a private foundation under IRC Sections 509(a)(1) and (3), respectively. SPAN is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, SPAN is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purposes. We have determined that SPAN is not subject to unrelated business income tax and has not filed an Exempt Organization Business Tax Return (Form 990-T) with the IRS.

H. Functional Allocation of Expenses

The costs of providing SPAN's various programs and supporting services have been reported on a functional basis in the statement of activities in order to present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

SPAN, INCORPORATED**NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2020****NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****I. Cash Equivalents**

For purposes of the statement of cash flows, SPAN considers all cash and other highly liquid investments with initial maturities of three months or less to be cash equivalents.

J. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

NOTE 2 – CONCENTRATIONS OF RISK

SPAN maintains several bank accounts at two banks and one credit union. Accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Cash held at Wells Fargo Bank exceeded Federally insured limits at certain times during the year. At September 30, 2020, cash balances at Wells Fargo Bank were \$402,900.

SPAN receives a significant portion of its revenues under transportation grants from Texas Department of Transportation (TXDOT) and North Central Texas Council of Governments (NCTCOG). Revenue from these grants were \$1,230,593 from TXDOT and \$701,291 from NCTCOG during the year ended September 30, 2020.

SPAN also received \$596,089 in aging and transportation grants from the Area Agency on Aging.

NOTE 3 – INVESTMENTS

Investments consist of a certificate of deposit at a bank. The certificate of deposit is stated at cost, which approximates fair value. The certificate of deposit matures in December 2020.

NOTE 4 – RETIREMENT PLAN

SPAN sponsors a retirement plan for its employees. The plan is a salary reduction retirement plan under Internal Revenue Code Section 403(b). Under the plan, employees can elect to contribute to the plan, up to Internal Revenue Code limits. SPAN matches eligible employee's contributions up to three percent of the employee's compensation. During the fiscal year ended September 30, 2020, SPAN contributed \$13,888 in matching contributions to the plan.

NOTE 5 – FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash and cash equivalents, investments, accounts receivable, accrued interest receivable, and accounts payable reported in the statement of financial position approximate fair values because of the short maturities of those instruments.

SPAN, INCORPORATED**NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2020****NOTE 6 – SUBSEQUENT EVENTS**

Management has reviewed events subsequent to September 30, 2020 through January 28, 2021, which is the date the financial statements were available to be issued. No subsequent events were identified that were required to be recorded or disclosed in the financial statements.

NOTE 7 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure without donor restrictions limiting their use, within one year of the balance sheet date, comprise the following:

Cash and cash equivalents-unrestricted	\$	552,855
Investments		220,000
Accounts receivable		659,013
Accrued interest receivable		<u>3,697</u>
		<u><u>1,435,565</u></u>

FEDERAL AWARDS SECTION

Members:
AMERICAN INSTITUTE OF
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**HANKINS, EASTUP, DEATON,
TONN & SEAY**
A PROFESSIONAL CORPORATION

CERTIFIED PUBLIC ACCOUNTANTS

902 NORTH LOCUST
P.O. BOX 977
DENTON, TX 76202-0977

TEL. (940) 387-8563
FAX (940) 383-4746

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
SPAN, Incorporated
Denton, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of SPAN, Incorporated (a nonprofit organization), which comprise the statement of financial position as of September 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 28, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered SPAN, Incorporated's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of SPAN, Incorporated's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether SPAN, Incorporated's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of the audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hankins, Eastup, Deaton, Tonn & Seay, PC

Hankins, Eastup, Deaton, Tonn & Seay, PC
Denton, Texas

January 28, 2021

Members:
 AMERICAN INSTITUTE OF
 CERTIFIED PUBLIC
 ACCOUNTANTS
 TEXAS SOCIETY OF CERTIFIED
 PUBLIC ACCOUNTANTS

**HANKINS, EASTUP, DEATON,
 TONN & SEAY**
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 P.O. BOX 977
 DENTON, TX 76202-0977
 TEL (940) 387-8563
 FAX (940) 383-4746

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL
 PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN
 ACCORDANCE WITH THE UNIFORM GUIDANCE**

To the Board of Directors
 SPAN, Incorporated
 Denton, Texas

Report on Compliance for Each Major Federal Program

We have audited SPAN, Incorporated's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of SPAN, Incorporated's major federal programs for the year ended September 30, 2020. SPAN, Incorporated's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of finding and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of SPAN, Incorporated's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about SPAN, Incorporated's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of SPAN, Incorporated's compliance.

Opinion on Each Major Federal Program

In our opinion, SPAN, Incorporated complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2020.

Report on Internal Control Over Compliance

Management of SPAN, Incorporated is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered SPAN, Incorporated's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of SPAN, Incorporated's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Hankins, Eastup, Deaton, Tonn & Seay, PC

Hankins, Eastup, Deaton, Tonn & Seay, PC
Denton, Texas

January 28, 2021

SPAN, INCORPORATED**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2020****I. Summary of Auditors' Results****Financial Statements**

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported.
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major federal programs:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported.
Type of auditors' report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed which are required to be reported in accordance with 2 CFR 200.516(a)?	No
Identification of major programs:	
Federal Transit Cluster:	
Federal Transit – Formula Grants (Urbanized Area Formula Program)	CFDA 20.507
Bus and Bus Facilities Formula Program	CFDA 20.526
Dollar threshold used for distinguishing between Type A and Type B federal programs?	\$750,000
Auditee qualified as low-risk auditee?	Yes

II. Financial Statement Findings

None

III. Federal Awards Findings and Questioned Costs

None

SPAN, INCORPORATED**SCHEDULE OF STATUS OF PRIOR FINDINGS
YEAR ENDED SEPTEMBER 30, 2020****PROGRAM****DESCRIPTION**

No findings were noted in the prior year.

SPAN, INCORPORATED**CORRECTIVE ACTION PLAN
YEAR ENDED SEPTEMBER 30, 2020**

PROGRAM**DESCRIPTION**

None required.

SPAN, INCORPORATEDSCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2020

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Agency or Pass-Through Number	Federal Expenditures
<u>U.S. Department of Health and Human Services</u>			
Pass-through Texas Department on Aging: Contracted through the North Central Texas Council of Governments Area Agency on Aging:			
Aging Cluster:			
Title III, Part B – Supporting Services and Senior Centers *	93.044	088995790	\$ 30,422
Title III, Part C – Nutrition Services *	93.045	088995790	467,190
Title III, Part E – National Family Caregiver Support *	93.052	088995790	46,978
Nutrition Services Incentive Program *	93.053	088995790	41,981
Subtotal – Aging Cluster			<u>586,571</u>
Total U.S. Department of Health and Human Services			<u>586,571</u>
<u>U.S. Department of Transportation</u>			
Pass-through Texas Department of Transportation:			
Public Transportation for Nonurbanized Areas	20.509	RPT-1901(26)39-19	252,391
	20.509	CAF-2001(26)072-20	382,287
	20.509	DIS-1902(33)018-19	159,520
	20.509	FR-1901(33)051-18	121,600
Total CFDA 20.509			<u>915,798</u>
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	ED-1905(33)074-19	<u>29,149</u>
Bus and Bus Facilities Formula Program**	20.526	BBF-1902(33)045-18	<u>111,511</u>
Subtotal			<u>1,056,458</u>

SPAN, INCORPORATED

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA <u>Number</u>	Agency or Pass-Through <u>Number</u>	Federal <u>Expenditures</u>
<u>U.S. Department of Transportation (continued)</u>			
Pass-through North Central Texas Council of Governments:			
Federal Transit – Formula Grants (Urbanized Area Formula Program) **	20.507	TX-2017-058-00	658,969
Enhanced Mobility of Seniors And Individuals with Disabilities	20.513	TX-2017-073-01	<u>42,322</u>
Subtotal			<u>701,291</u>
Total U.S. Department of Transportation			<u>1,757,749</u>
Total Expenditures of Federal Awards			<u>\$ 2,344,320</u>

* Clustered Programs – Aging Cluster

** Clustered Programs – Federal Transit Cluster

SPAN, INCORPORATED**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2020**

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of SPAN, Incorporated ("SPAN") under programs of the federal government for the year ended September 30, 2020. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance. Because the schedule presents only a selected portion of the operations of SPAN, it is not intended to and does not present the financial position, changes in net assets or cash flows of SPAN.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

SPAN accounts for all awards under federal programs using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. This basis of accounting recognizes revenue in the accounting period in which they are earned, and expenses in the accounting period in which the liability is incurred. Expenses are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenses are not allowable.

Span Incorporated

Statement of Activities

For eight months ending May 31, 2021

Support and Revenue	Budget to Date	Actual to Date	Variance	
Support				
Contributions	\$ 63,000	\$ 58,490	\$ 4,510	93%
Support from Local Governments	142,780	166,871	(24,091)	117%
Total Support	<u>\$ 205,780</u>	<u>\$ 225,361</u>	<u>\$ (19,581)</u>	<u>110%</u>
Revenue				
Transportation Grants	\$ 1,222,438	\$ 1,682,988	\$ (460,550)	138%
Transportation Contracts	100,000	103,557	\$ (3,557)	104%
Aging Grants	374,667	363,523	\$ 11,144	97%
Aging Contracts	14,733	3,867	\$ 10,866	26%
Meals Program Income	46,667	43,773	\$ 2,894	94%
Miscellaneous	333	2,038	\$ (1,705)	611%
Fundraising	67,775	98,427	\$ (30,652)	145%
Income/Loss on Disposal of Assets	6,667	31,933	\$ (25,266)	479%
Interest Income	500	154	\$ 346	31%
Total Revenue	<u>\$ 1,833,780</u>	<u>\$ 2,330,260</u>	<u>\$ (496,480)</u>	<u>127%</u>
			\$ -	
Total Support and Revenue	<u>\$ 2,039,560</u>	<u>\$ 2,555,621</u>	<u>\$ (516,061)</u>	<u>125%</u>
Expenses				
Functional Expenses				
Transportation Program Expenses	\$ 1,404,780	\$ 1,364,649	\$ 40,131	97%
Senior Meals and Other Services	633,280	504,245	129,035	80%
Administrative	833		833	0%
Fundraising	667	1,353	(686)	203%
Total Functional Expenses	<u>\$ 2,039,560</u>	<u>\$ 1,870,247</u>	<u>\$ 169,313</u>	<u>92%</u>
Capital Expenses				
Purchase of Vehicles	<u>\$ -</u>	<u>\$ 479,892</u>	<u>\$ (479,892)</u>	
Total of Capital Expenses	<u>-</u>	<u>\$ 479,892</u>	<u>\$ (479,892)</u>	
			\$ -	
Total Expenses	<u>\$ 2,039,560</u>	<u>\$ 2,350,139</u>	<u>\$ (310,579)</u>	<u>115%</u>
			\$ -	
Change in Net Assets	<u>\$ -</u>	<u>\$ 205,482</u>	<u>\$ (205,482)</u>	
Net Assets, Beginning of Year		\$ 2,501,409		
Net Assets, End of Year		<u><u>\$ 2,706,891</u></u>		

Span Incorporated

Statement of Financial Position

May 31, 2021

ASSETS

Current Assets	
Cash and Cash Equivalents	\$ 795,523
Investments	250,000
Accounts Receivable	575,837
Accrued Interest Receivable	3,697
Prepaid Expenses	24,018
Total Current Assets	<u>\$ 1,649,075</u>
Property and Equipment	
Land	\$ 181,100
Building	599,323
Transportation Equipment	3,002,098
Office/Shop Furniture and Equipment	361,561
	<u>\$ 4,144,083</u>
Less: Accumulated Depreciation	(2,569,571)
Net Property and Equipment	<u>\$ 1,574,512</u>
Total Assets	<u><u>\$ 3,223,587</u></u>

LIABILITIES AND NET ASSETS

Current Liabilities	
Accounts Payable	\$ 35,088
Payroll Related Payables	1,715
Total Current Payables	<u>\$ 36,803</u>
Net Assets	
Without Donor Restrictions	
Beginning Balance	\$ 2,501,410
Current Earnings	\$ 205,482
Purchase of Vehicles	\$ 479,892
Total Without Donor Restrictions	<u>\$ 3,186,784</u>
With Donor Restrictions	-
Total Net Assets	<u>\$ 3,186,784</u>
Total Liabilities and Net Assets	<u><u>\$ 3,223,587</u></u>

Span Incorporated
Detail of Expenses
For eight months ending May 31, 2021

	Transportation Program Expenses	Senior Meals and Other Services	Fundraising	Total	Budget Total	%
ADVERTISING & PROMOTION	\$ 6,736	\$ 2,429		\$ 9,165	\$ 5,333	172%
BANK SERVICE FEES	2,352	452		2,803	3,333	84%
BUILDING MAINTENANCE	16,644	5,809		22,453	6,667	337%
CATERED AND PURCHASED MEALS		278,764		278,764	333,333	84%
COMPUTER SOFTWARE	10,372	3,843		14,215	13,333	107%
CONSULTANTS	17,896	6,666		24,563	3,333	737%
DRIVER BENEFITS	29,320			29,320	31,145	94%
DRIVER DRUG SCREENING	2,860			2,860	5,000	57%
DRIVER PHYSICALS-SEARCHES	4,515			4,515	6,667	68%
DRIVERS	356,086			356,086	388,820	92%
DUES AND MEMBERSHIPS	73	27		100	667	15%
EMPLOYER SHARE OF RETIREMENT	7,186	2,310		9,496	13,333	71%
EQUIPMENT LEASING	2,242	309		2,551	2,000	128%
FEES & PERMITS	1,519	1,518		3,037	1,333	228%
FUEL & LUBRICANTS	92,667			92,667	116,667	79%
FUEL-OIL-PARTS		655		655	2,000	33%
FUNDRAISER EXPENSE			1,353	1,353	667	203%
GENERAL ADMIN BENEFITS	18,191	8,163		26,355	21,436	123%
GENERAL ADMINISTRATION	229,308	102,490		331,798	267,615	124%
GROUPS MAINTENANCE	4,180	1,510		5,690	4,000	142%
GROUP MEDICAL	71,925	12,427		84,352	116,667	72%
HD CLIENTS PET MEALS		3,519		3,519	1,333	264%
INSURANCE - VEHICLE	32,391			32,391	40,000	81%
INSURANCE CLAIMS EXPENSE NON-BUDG	8,878			8,878	2,000	444%
INTEREST & FINANCE CHARGES	0	0		0	133	0%
JANITORIAL SERVICES	882	318		1,200	1,600	75%
LEGAL & ACCOUNTING	15,652	3,848		19,500	11,333	172%
LIABILITY INSURANCE	13,928	4,046		17,974	13,333	135%
LICENSING	3,957			3,957	5,333	74%
MAINT. REPORTING MANAGER	6,537			6,537	37,767	17%
MAINT. REPORTING MGR BENEFITS	500			500	3,025	17%
MECHANICS	54,136			54,136	40,322	134%
MECHANICS BENEFITS	4,381			4,381	3,230	136%
MEETINGS/CONFERENCES	1,525	514		2,040	1,333	153%
MILEAGE		931		931	1,667	56%
MISC. (OTHER)	1,799	594		2,393	4,169	57%
OFF SITE REPAIRS	23,438			23,438	46,667	50%
OFFICE EQUIPMENT	4,914	959		5,873	3,333	176%
OFFICE SUPPLIES	5,582	2,328		7,911	7,333	108%
PARTS	20,631			20,631	26,667	77%
POSTAGE	2,665	526		3,191	2,667	120%
PRINTING	8,178	1,097		9,275	4,667	199%
SENIOR SERVICES ADMINISTRATION		1,690		1,690	54,233	3%
SENIOR SERVICES BENEFITS		146		146	4,344	3%
SR CENTER BENEFITS		3,010		3,010	6,554	46%
SR CTR MGRS		34,760		34,760	81,823	42%
TABLETS - PTT	7,900			7,900	15,333	52%
TELEPHONE - GENERAL	4,513	1,630		6,143	8,000	77%
TIRES	7,476			7,476	20,000	37%
TOLLS	3,180			3,180	13,333	24%
TRAINING	2,860	678		3,539	3,333	106%
TRANSP ADMIN BENEFITS	15,479			15,479	12,806	121%
TRANSPORTATION ADMIN	191,940			191,940	159,873	120%
UNIFORMS	2,202			2,202	2,000	110%
UTILITIES	7,249	2,619		9,869	10,000	99%
WORKERS COMP INSURANCE	37,803	13,658		51,461	46,667	110%
	<u>\$ 1,364,649</u>	<u>\$ 504,245</u>	<u>\$ 1,353</u>	<u>\$ 1,870,247</u>	<u>\$ 2,039,560</u>	

SPAN
Statement of Financial Position
As of Monday, May 31, 2021

ASSETS

Cash and Short Term Investments

CASH-WELLS F CHECKING #5690352260	\$266,039
BANK OF THE WEST CD#27175	250,000
CASH-WELLS F SAVINGS #5697013626	286,808
DATCU SAVINGS ACCT#677549	242,401
ACCOUNTS RECEIVABLE	575,837
INTEREST RECEIVABLE	3,697
PETTY CASH - DHS	100
PETTY CASH - GENERAL	75
PETTY CASH - MEALS	100
<i>Total Cash and Short Term Investments</i>	<i>1,625,058</i>
<i>Total Current Assets</i>	<i>1,625,058</i>

Fixed Assets

Property Plant & Equipment

LAND	181,100
BUILDING	599,323
OFFICE FURNITURE	6,348
OFFICE EQUIPMENT	355,213
VEHICLES	3,002,098
<i>Total Property Plant & Equipment</i>	<i>4,144,083</i>

Accumulated Depreciation

LESS: ACCUM DEPR BLDG	(564,893)
LESS: ACCUM DEPR-OFFICE EQUIP	(283,107)
LESS ACCUMU DEPR - VEHICLES	(1,721,570)
<i>Total Accumulated Depreciation</i>	<i>(2,569,571)</i>
<i>Net Fixed Assets</i>	<i>1,574,512</i>

Other Assets

PREPAID EXPENSES	24,018
<i>Total Other Assets</i>	<i>24,018</i>

Total Assets ***\$3,223,588***

LIABILITIES AND FUND BALANCES

Current Liabilities

ACCOUNTS PAYABLE	35,089
UNITED WAY PAYROLL DEDUCTION	32
EMPLOYEE ACCOUNT FUND	713
TX UNEMPLOYMENT TAXES PAYABLE	939
FICA TAXES PAYABLE	31
<i>Total Current Liabilities</i>	<i>36,805</i>

Long Term Liabilities

SPAN
Statement of Financial Position
As of Monday, May 31, 2021

<i>Total Liabilities</i>	<u>36,805</u>
<i>FUND BALANCES</i>	
UNRESTRICTED PROGRAM EQUITY	2,501,410
CURRENT EARNINGS	<u>685,373</u>
<i>Total Fund Balances</i>	<u>3,186,783</u>
<i>Total Liabilities and Fund Balances</i>	<u><u>\$3,223,588</u></u>

BUDGET
Budget Report
For the Eight Months Ending Monday, May 31, 2021

		<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>YTD</i>			67%
		<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	%
		Allocated Revenue and Expense											
	Revenue												
5010	CITY OF DENTON CONTRIBUTIONS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$20,000.00	\$25,000.00	(\$5,000.00)	80%
5020	LEWISVILLE CONTRIBUTIONS	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	22,000.00	27,500.00	(5,500.00)	80%
5025	KRUGERVILLE CONTRIBUTIONS	2,400.00								2,400.00		2,400.00	0%
5030	PILOT POINT CONTRIBUTIONS										2,500.00	(2,500.00)	0%
5035	CITY OF JUSTIN		4,440.00							4,440.00	3,000.00	1,440.00	148%
5040	SANGER CONTRIBUTIONS	11,600.00								11,600.00	10,870.00	730.00	107%
5047	BARTONVILLE CONTRIBUTIONS				1,180.00					1,180.00		1,180.00	0%
5050	THE COLONY CONTRIBUTIONS		7,500.00							7,500.00	6,000.00	1,500.00	125%
5053	LITTLE ELM CONTRIBUTIONS		6,800.00							6,800.00		6,800.00	0%
5055	LAKE DALLAS CONTRIBUTIONS										1,300.00	(1,300.00)	0%
5057	HIGHLAND VILLAGE CONTRIBUTIONS						1,000.00			1,000.00		1,000.00	0%
5085	FLOWER MOUND CONTRIBUTIONS	2,255.82	2,090.76	2,420.88	2,338.35	1,843.17	2,943.57	1,980.72	3,411.24	19,284.51	32,000.00	(12,715.49)	60%
5070	DENTON COUNTY CONTRIBUTION	8,833.26	8,833.33	8,833.33	8,833.33	8,833.33	8,833.33	8,833.33	8,833.33	70,666.57	106,000.00	(35,333.43)	67%
5090	UNITED WAY-DENTON CONTRIBUTION	1,583.34	2,872.59	1,583.34	1,583.34	1,583.34	1,583.34	2,169.14	3,166.68	16,125.11	19,000.00	(2,874.89)	85%
5100	UNITED WAY-NATIONAL						110.00		180.00	290.00		290.00	0%
5170	INTEREST INCOME	2.04	2.13	59.80	2.27	2.07	80.64	2.29	2.73	153.97	750.00	(596.03)	21%
5177	BOARD AND COUNCIL GIVING							1,000.00		1,000.00	3,500.00	(2,500.00)	29%
5178	FUND DEVELOPMENT	12,578.10	10,604.99	39,882.79	17,976.17	100.00	1,926.55	15,358.26		98,426.86	101,663.00	(3,236.14)	97%
5180	MISCELLANEOUS	40.00		798.30			48.30		1,151.09	2,037.69	500.00	1,537.69	408%
5181	HD CLIENTS PET MEALS		3,525.00	1,135.00	220.00			100.00		4,980.00	2,080.00	2,900.00	249%
5187	EBAY - AUCTION SALES REVENUE		60.00	267.53	3,110.00	5,700.00	5,275.00	8,860.00	8,660.00	31,932.53	10,000.00	21,932.53	319%
5190	GENERAL DONATIONS, UNALLOCATED	1,931.38	2,080.87	6,272.70	8,082.35	7,943.17	2,436.69	2,646.34	4,701.08	36,094.58	70,000.00	(33,905.42)	52%
5330	PURCH. OF SERVICE FED. 5310	2,744.43	2,301.78	4,663.64	10,162.61	9,556.08	30,638.29	14,682.51	13,508.70	88,258.04	85,000.00	3,258.04	104%
5335	E&D 5310							22,307.00		22,307.00	30,000.00	(7,693.00)	74%
5340	COUNTY TRANS. 5311	53,081.00	54,769.00	535,980.00	98,060.00	63,567.00	75,510.00	51,550.00	105,965.00	1,038,482.00	664,039.00	374,443.00	156%
5350	MEDICAID CONTRACT	18,151.53	16,788.44	9,157.53	22,353.58	15,608.55	11,826.29	3,641.29	6,029.73	103,556.94	150,000.00	(46,443.06)	69%
5357	TX VETERANS COMM	1,151.95	1,113.43	937.60	1,189.33	979.13	1,862.66	1,348.50	1,081.08	9,663.68	5,000.00	4,663.68	193%
5360	TITLE IIIB - TRANSPORTATION	4,943.64	3,676.04	3,739.42	3,327.45	3,042.24	3,327.45	3,311.99	3,311.99	28,680.22	28,500.00	180.22	101%
5361	5307 DISCRETIONARY FUNDS	15,375.57	16,976.32	17,836.90	16,848.91	12,592.79	15,223.42	16,148.22	11,554.99	122,557.12	273,065.08	(150,507.96)	45%
5363	5307 CARES ACT	53,944.98	49,558.68	53,842.63	47,318.83	31,080.45	27,440.18	42,391.22	23,569.73	329,146.70	648,052.92	(318,906.22)	51%
5370	FARES - COUNTY 5311	5,412.32	4,254.25	4,493.60	5,174.24	4,154.10	6,795.20	6,168.10	7,441.73	43,893.54	100,000.00	(56,106.46)	44%
5410	TITLE IIIC1- CONGREGATE MEALS										100,000.00	(100,000.00)	0%
5440	MEAL DONATIONS -TITLE C1										10,000.00	(10,000.00)	0%
5450	TITLE III-C2 HOME DELIVERY	47,018.82	58,621.66	44,755.77	41,121.08	29,066.73	48,750.71	39,872.24	48,176.67	357,383.68	450,000.00	(92,616.32)	79%
5470	USDA ALLOWANCE - HOME DEL.					6,139.34				6,139.34	12,000.00	(5,860.66)	51%
5480	MEAL DONATIONS -TITLE C2	284.00	421.00	380.00	677.00	475.00	352.00	367.00	911.00	3,867.00	12,000.00	(8,133.00)	32%
5490	PURCHASED MEALS										100.00	(100.00)	0%
5520	DADS CBA/CCAD HD MEALS	5,688.81	5,676.48	6,729.03	5,766.34	4,846.05	4,263.75	6,093.72	4,709.07	43,773.25	70,000.00	(26,226.75)	63%
	Total Revenue	254,270.99	268,216.75	749,019.79	300,575.18	212,362.54	255,477.37	254,081.87	261,615.84	2,555,620.33	3,059,340.00	503,719.67	84%
	General Expenses												
6005	DUES AND MEMBERSHIPS				100.00					100.00	1,000.00	900.00	10%
6010	MILEAGE	39.60	59.40	59.40		149.40	218.40	188.16	216.72	931.08	2,500.00	1,568.92	37%
6015	JANITORIAL SERVICES	200.00	200.00	200.00	200.00	200.00	200.00			1,200.00	2,400.00	1,200.00	50%
6020	TELEPHONE - GENERAL	451.95	1,091.85	608.67	886.03	749.17	749.17	749.77	856.39	6,143.00	12,000.00	5,857.00	51%
6025	UTILITIES	1,660.45	1,707.02	1,222.22	158.69	2,092.32	1,129.91	940.59	957.33	9,868.53	15,000.00	5,131.47	66%
6030	BUILDING MAINTENANCE	1,065.47	699.09	1,021.45	6,537.19	807.68	8,808.45	2,499.43	1,014.37	22,453.13	10,000.00	(12,453.13)	225%
6035	GROUNDS MAINTENANCE	400.00	400.00	535.00	400.00	400.00	400.00	490.47	2,664.25	5,689.72	6,000.00	310.28	95%
6040	FEES & PERMITS	196.50	63.50	45.00	360.00	350.00	555.50	173.50		3,036.50	2,000.00	(1,036.50)	152%
6045	LIABILITY INSURANCE	12,003.00		5,971.00						17,974.00	20,000.00	2,026.00	90%
6050	MEETINGS/CONFERENCES	197.14	277.49	195.69	124.96	198.20	306.17	522.63	217.26	2,039.54	2,000.00	(39.54)	102%
6052	TRAINING	(15.15)	435.00	75.00	244.90	216.74	277.88	558.75	1,745.48	3,538.60	5,000.00	1,461.40	71%
6055	POSTAGE	884.39	116.19	505.69	185.03	432.07	73.34	218.09	776.64	3,191.44	4,000.00	808.56	80%
6060	OFFICE SUPPLIES	1,347.12	1,184.10	514.32	1,044.15	940.87	925.75	427.02	1,527.19	7,910.52	11,000.00	3,089.48	72%
6065	OFFICE EQUIPMENT	1,399.91		264.85	294.97	2,169.39	661.56		1,082.03	5,872.71	5,000.00	(872.71)	117%
6070	PRINTING	29.22	2,890.00	3,929.90			610.22	58.44	1,757.56	9,275.34	7,000.00	(2,275.34)	133%
6075	OFFICE EQUIPMENT REPAIRS										1,000.00	1,000.00	0%
6080	COMPUTER CONSULTANTS	311.25	573.75			3,315.00	4,967.50	5,985.00	9,410.00	24,562.50	5,000.00	(19,562.50)	491%
6085	ADVERTISING & PROMOTION	88.23	321.11	277.11	514.49	3,566.24	1,581.79	890.04	1,925.57	9,164.58	8,000.00	(1,164.58)	115%
6090	LEGAL & ACCOUNTING					13,000.00	5,000.00		1,500.00	19,500.00	17,000.00	(2,500.00)	115%
6095	EQUIPMENT LEASING	140.20	140.20	140.20	806.68	182.02	860.81	140.20	140.20	2,550.51	3,000.00	449.49	85%
6105	COMPUTER EQUIPMENT										250.00	250.00	0%
6110	COMPUTER SOFTWARE	650.00	1,444.95	850.00	1,842.65	1,015.00	1,994.82	2,660.71	3,756.47	14,214.60	20,000.00	5,785.40	71%

4226018
Budget Report
For the Eight Months Ending Monday, May 31, 2021

		<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>YTD</i>			67%
		<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	%
6115	BANK SERVICE FEES	308.62	325.78	311.77	361.38	393.57	301.11	407.29	393.94	2,803.46	5,000.00	2,196.54	56%
6120	INTEREST & FINANCE CHARGES										200.00	200.00	0%
6150	GROUP MEDICAL	9,590.16	7,865.83	9,615.00	11,246.55	11,638.57	12,030.56	10,863.36	11,502.15	84,352.18	175,000.00	90,647.82	48%
6155	EMPLOYER SHARE OF RETIREMENT	772.76	1,199.75	1,194.64	(52.26)	549.80	3,585.32	1,149.95	1,096.12	9,496.08	20,000.00	10,503.92	47%
6190	FUNDRAISER EXPENSE					73.61			930.00	1,003.61		(1,003.61)	0%
6192	FUND DEVELOPMENT		149.84						200.00	349.84	1,000.00	650.16	35%
6195	MISC. (OTHER)	28.92	177.21	1,275.34	(60.51)	106.72	400.84	58.16	406.24	2,392.92	5,000.00	2,607.08	48%
	Total General Expense	31,749.74	21,322.06	28,812.25	25,194.90	42,546.37	45,639.10	28,981.56	45,368.41	269,614.39	365,350.00	95,735.61	74%
	Program Expenses												
6405	UNIFORMS	283.87	223.13	905.38	92.41	290.08	79.20	264.33	63.36	2,201.76	3,000.00	798.24	73%
6410	FUEL & LUBRICANTS	11,241.73	9,118.47	11,211.93	7,250.86	8,187.76	16,911.24	12,114.64	16,630.86	92,667.49	175,000.00	82,332.51	53%
6415	PARTS	1,250.87	1,591.59	1,513.31	1,349.51	4,657.88	5,355.02	1,560.84	3,351.94	20,630.96	40,000.00	19,369.04	52%
6420	TIRES		1,692.70	1,683.64	1,804.70		1,422.70	871.82		7,475.56	30,000.00	22,524.44	25%
6425	OFF SITE REPAIRS	1,295.48	2,897.76	5,190.76	1,322.91	219.50	3,264.92	6,538.93	2,707.64	23,437.90	70,000.00	46,562.10	33%
6430	TOLLS	1,620.00	1,260.00	10.20			13.87	276.21		3,180.28	20,000.00	16,819.72	16%
6435	DRIVER PHYSICALS-SEARCHES	309.64	541.45	706.87	1,033.33	357.64	595.26	203.00	767.75	4,514.94	10,000.00	5,485.06	45%
6440	LICENSING	116.00	1,499.47	200.89	120.25	1,411.73	147.00	111.00	351.00	3,957.34	8,000.00	4,042.66	49%
6445	INSURANCE - VEHICLE	4,012.34	4,012.34	4,012.34	4,012.34	4,012.33	4,012.33	4,304.95	4,012.33	32,391.30	60,000.00	27,608.70	54%
6450	TABLETS - PTT	984.53	984.53	984.53	984.78	990.46	990.46	990.48	990.48	7,900.25	23,000.00	15,099.75	34%
6470	DRIVER DRUG SCREENING	206.12	382.83	163.38	789.71	420.21	364.14	217.84	315.57	2,859.80	7,500.00	4,640.20	38%
6475	INSURANCE CLAIMS EXPENSE NON-BUDGET		6,006.00	(482.83)		(340.00)	3,695.00		8,878.17	3,000.00		(5,878.17)	296%
6510	CATERED AND PURCHASED MEALS		67,002.18	46,710.30	34,493.76	24,002.72	39,930.10	33,133.66	33,490.94	278,763.66	500,000.00	221,236.34	56%
6545	FUEL-OIL-PARTS - MOW	100.36	60.71	36.74	120.85	271.99	29.80	29.86	5.01	655.32	3,000.00	2,344.68	22%
6550	HD CLIENTS PET MEALS		84.46			1,226.57	2,207.87			3,518.90	2,000.00	(1,518.90)	176%
	Total Program Expenses	21,420.94	97,357.62	72,847.44	53,375.41	45,708.87	79,018.91	60,617.56	62,686.88	493,033.63	954,500.00	461,466.37	52%
	Payroll Expense												
8000	GENERAL ADMINISTRATION	36,648.52	38,673.60	41,523.74	59,984.64	39,434.13	36,787.63	36,465.12	42,280.77	331,798.15	401,422.00	69,623.85	83%
8001	GENERAL ADMIN BENEFITS	2,832.08	2,975.61	3,247.83	5,177.82	3,137.95	2,860.69	2,813.87	3,308.76	26,354.61	32,154.00	5,799.39	82%
8200	TRANSPORTATION ADMIN	16,920.15	18,687.69	21,150.11	37,676.33	23,928.76	24,310.39	24,808.52	24,458.21	191,940.16	239,810.00	47,869.84	80%
8201	TRANSPORTATION BENEFITS	1,294.39	1,429.60	1,628.99	3,262.77	1,941.07	1,996.19	2,034.86	1,891.07	15,478.94	19,209.00	3,730.06	81%
8210	DRIVERS	37,255.55	40,651.92	45,547.86	59,786.70	40,179.46	43,077.08	44,799.27	44,788.36	356,086.20	583,230.00	227,143.80	61%
8211	DRIVER BENEFITS	2,866.34	3,131.97	3,547.75	5,177.47	3,428.42	3,721.16	3,788.67	3,657.88	29,319.66	46,717.00	17,397.34	63%
8220	MAINT. REPORTING MGR.	4,357.70	2,178.85							6,536.55	56,650.00	50,113.45	12%
8221	MAINT. REPORTING MGR. BENEFITS	333.36	166.68							500.04	4,538.00	4,037.96	11%
8230	MECHANICS	4,859.29	4,762.40	4,855.12	11,025.26	7,778.49	7,395.28	7,149.19	6,310.86	54,135.89	60,483.00	6,347.11	90%
8231	MECHANICS BENEFITS	371.73	364.33	371.42	954.79	673.61	605.63	556.87	482.78	4,381.16	4,845.00	463.84	90%
8400	SENIOR SERVICES ADMINISTRATION	981.50	708.50							1,690.00	81,350.00	79,660.00	2%
8401	SENIOR SERVICES BENEFITS	84.99	61.36							146.35	6,516.00	6,369.65	2%
8430	SR CTR MGRS	6,283.34	3,258.16	4,343.97	4,353.64	2,484.95	3,059.90	5,193.75	5,782.50	34,760.21	122,735.00	87,974.79	28%
8431	SR CENTER BENEFITS	533.96	271.38	397.21	377.00	215.23	265.00	449.77	500.76	3,010.31	9,831.00	6,820.69	31%
6125	WORKERS COMP INSURANCE	12,863.00	5,514.00	5,514.00	5,514.00	5,514.00	5,514.00	5,514.00	5,514.00	51,461.00	70,000.00	18,539.00	74%
	Total Payroll Expense	128,485.90	122,836.05	132,128.00	193,290.42	128,716.07	129,592.95	133,573.89	138,975.95	1,107,599.23	1,739,490.00	631,890.77	64%
	Total Program Expenses	21,420.94	97,357.62	72,847.44	53,375.41	45,708.87	79,018.91	60,617.56	62,686.88	493,033.63	954,500.00	461,466.37	52%
	Total General Expenses	31,749.74	21,322.06	28,812.25	25,194.90	42,546.37	45,639.10	28,981.56	45,368.41	269,614.39	365,350.00	95,735.61	74%
	Total Expenses	181,656.58	241,515.73	233,787.69	271,860.73	216,971.31	254,250.96	223,173.01	247,031.24	1,870,247.25	3,059,340.00	1,189,092.75	61%
	Total Revenue	254,270.99	268,216.75	749,019.79	300,575.18	212,362.54	255,477.37	254,081.87	261,615.84	2,555,620.33	3,059,340.00	503,719.67	84%
	Net Contribution	72,614.41	26,701.02	515,232.10	28,714.45	(4,608.77)	1,226.41	30,908.86	14,584.60	685,373.08		(685,373.08)	



TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: August 23, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: **Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.**

BACKGROUND INFORMATION: The Town is required by Section 102.006 of the Texas Local Government Code and Section 9.07 of the Town Charter to hold a public hearing on the proposed budget. During the public hearing on the proposed budget, all interested persons shall be given an opportunity to be heard for or against any item, or the amount of any item, therein contained.

The Fiscal Year 2021-2022 Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 30, 2021. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 19, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: No action is required by the Town Council on this item.



TOWN COUNCIL AGENDA ITEM NO. 20

REGULAR ITEM

DATE: August 23, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: **Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.**

BACKGROUND INFORMATION: Section 363.204 of the local government code requires a public hearing to consider the proposed annual budget of the Crime Control and Prevention District (Crime District). In addition, at the March 3, 2008 Town Council meeting, the Town Council acting as the Board of Directors for the Crime District, adopted alternative budget procedures for the Crime District to follow the procedures and public hearing requirements for the Town's annual budget process.

The Fiscal Year 2021-2022 Crime District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 30, 2021. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 19, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: No action is required by the Town Council on this item.



TOWN COUNCIL AGENDA ITEM NO. 21

REGULAR ITEM

DATE: August 23, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: **Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.**

BACKGROUND INFORMATION: Section 344.204 of the local government code requires a public hearing to consider the proposed annual budget of the Fire Control, Prevention, and Emergency Medical Services District (Fire District). In addition, at the March 3, 2008 Town Council meeting, the Town Council acting as the Board of Directors for the Fire District, adopted alternative budget procedures for the Fire District to follow the procedures and public hearing requirements for the Town's annual budget process.

The Fiscal Year 2021-2022 Fire District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 30, 2021. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 19, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: No action is required by the Town Council on this item.

Town Council Future Agenda Items



SCHEDULED	9/20/2021	Consent	Hound Mound Parking & Restroom - CO2
		Consent	Bruton-Orand @ FM 1171 Right Turn Lane - Testing Award
		Consent	Hillside Water Line Connection - Construction Award
		Consent	Lift Station Improvements & Decommissioning Phase III - Design Amendment 1
		Consent	Town wide residential 25 mph speed limit
		Consent	Placeholder: DCAD Board of Directors Nomination
		Consent	Consider approval of a Development Agreement with Toll Southwest, LLC, in the amount of \$102,930.00 for park improvements associated with the Heritage West Development and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a resolution authorizing the acceptance of grant funds from the Texas Book Festival, which will be used to purchase additional materials for the Library's Hindi language collection and establish an Urdu language collection.
		Consent	Consider approval of a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.
		Consent	Consider Approval of the purchase of traffic signal detection systems and parts in the estimated annual amount of \$250,000.00, from Twincrest Technologies Inc., through the Houston-Galveston Area Council (H-GAC) contract.
		Consent	Consider approval of the minutes from a work session of the Town Council held on August 19, 2021.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 23, 2021.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on September 14 and September 16, 2021.
		Consent	Consider approval of emergency vehicle repairs, replacement parts and Emergency Purchase Orders due to unforeseen circumstances resulting in expenditures totaling over \$50,000.00 this fiscal year for Fire and Emergency Services.

SCHEDULED **9/20/2021** **Presentation** **Food Safety Awards and Septic Smart Proclamation**

Regular Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.

Regular Public Hearing to consider an ordinance for a Master Plan Amendment (MPA21-0005 - Silveron Flower Mound Duke) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation within the Lakeside Business District Area Plan from Campus Commercial uses to Campus Industrial uses. The property is generally located north of International Parkway and east of Silveron Boulevard. (At their July 12, 2021 meeting, the Planning and Zoning Commission made a motion to table this item to their July 26, 2021 meeting. The motion passed by a vote of 6 to 0.) (At their July 26, 2021 meeting, the Planning and Zoning Commission made a motion to table this item to their August 9, 2021 meeting. The motion passed by a vote of 5 to 0.) (At their August 9, 2021 meeting, the Planning and Zoning Commission made a motion to table this item to their August 30, 2021 meeting. The motion passed by a vote of 5 to 0.) (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its August 30, 2021, meeting.)

Regular Public Hearing to consider an ordinance amending the zoning (ZPD21-0003 - Silveron Flower Mound Duke) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.181 (PD-181) with Campus Industrial District (CI) uses, with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to Section 98-147, "Topographical Slope Protection", and an exception to Section 82-302, Compatibility buffer. The property is generally located north of International Parkway and east of Silveron Boulevard. (At their July 12, 2021 meeting, the Planning and Zoning Commission made a motion to table this item to their July 26, 2021 meeting. The motion passed by a vote of 6 to 0.) (At their July 26, 2021 meeting, the Planning and Zoning Commission made a motion to table this item to their August 9, 2021 meeting. The motion passed by a vote of 5 to 0.) At their August 9, 2021 meeting, the Planning and Zoning Commission made a motion to table this item to their August 30, 2021 meeting. The motion passed by a vote of 5 to 0.) (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its August 30, 2021, meeting.)

Regular Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.

Regular Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022, and making appropriations for each fund and department.

Regular Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.

SCHEDULED	9/20/2021	Regular	Public Hearing to consider an ordinance amending the zoning (ZPD21-0005 – Emerald Place) from Agricultural District uses to Planned Development District No. 1B3 (PD-1B3) with Single Family District-10 (SF-10) uses and with certain modifications to the Code of Ordinances. The property is generally located west of Wager Road and south of Kirkpatrick Lane. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its August 30, 2021, meeting.)
		Regular	Public Hearing to consider an application for a tree removal permit (TRP21-0012) for eight (8) specimen trees on property proposed for development as Silveron Park. The property is generally located south of Long Prairie Road and east of Lakeside Village Boulevard. (The Environmental Conservation Commission recommended denial by a vote of 6-0-0 at its October 1, 2019, meeting).
		Regular	Public Hearing to consider an application for a tree removal permit (TRP21-0014) for four (4) specimen trees on property proposed for development as Emerald Place. The property is generally located west of Wager Road and north of Trails End Drive. (The Environmental Conservation Commission recommended denial by a vote of 6 to 0 at its August 3, 2021, meeting).
		Regular	Public Hearing to consider an ordinance amending the Master Plan (MPA21-0007 – Emerald Place) to amend Section 10, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Medium Density Residential uses. The property is generally located west of Wager Road and south of Kirkpatrick Lane. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its August 30, 2021, meeting.)
		Regular	Consider approval of an ordinance adopting the 2021 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2021.