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

9/20/2021

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
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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. Proclamation and presentation of Hometown Hero banner to Austin Emmons
2. Food Safety Awards and Septic Smart Proclamation

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
3. Town Manager search

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. A special meeting is scheduled for Monday, September 27, 11:00 a.m. for Town Manager search
2. A regular meeting is scheduled for Monday, October 4

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 8/19- Consider approval of the minutes from a work session of the Town Council held on August 19, 2021.
2. Minutes 8/23- 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.
3. Minutes 9/2 & 9/14- Consider approval of the minutes from special meeting of the Town Council held on September 2 and September 14, 2021.
4. Atmos Rate Settlement- Consider approval of a resolution adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.
5. Texas Reads Grant Program- Consider acceptance of grant funds from the Texas State Library and Archives Commission (TSLAC) for the FY 2022 Texas Reads Grant Program and execution of an agreement with TSLAC; and authorization for the Mayor to execute said agreement on behalf of the Town.
6. Texas Book Festival Library Grant- 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.
7. Investment Policy Adoption- 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.
8. NCTTRAC Interlocal Agreement- Consider approval of an Interlocal Cooperation Contract and Memorandum of Agreement with North Central Texas Trauma Regional Advisory Council (NCTTRAC) for the utilization of an ambulance bus (AMBUS) for state, regional and local deployments, and authorization for the Mayor to execute same on behalf of the Town.
9. Signal Detection Annual Contract- 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.

10. Heritage West Park Improvements- 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.

11. Denton Creek Blvd 12' Waterline- Consider approval of a Development Agreement with Nash Canyon Falls, LLC., in the amount of $77,114.70, for the Denton Creek Boulevard 12-Inch Water Line project, to reimburse the developer for installing a 12-inch water line per the Town's Water Master Plan; and authorization for the Mayor to execute same on behalf of the Town.

12. Water System Leak Detection- Consider approval of Non-Destructive Pipe Analysis & Internal Leak Surveying services from Pure Technologies US, Inc., through a City of Dallas Contract (BMZ1702) for the not to exceed amount of $200,000.00.

13. Pavement Marking Services- Consider approval of the purchase of pavement markings services in the estimated annual amount of $400,000, from Stripe-A-Zone, Inc., through a City of Grand Prairie contract.

K. REGULAR ITEMS

14. FY 21-22 Town Budget Adoption- 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.

15. FY 21-22 Fire District Budget Adoption- 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.

16. FY 21-22 Crime District Budget Adoption- 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.

17. FY 21-22 Tax Rate Adoption- Public Hearing to 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 $0.405000 per $100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2021.

18. MPA21-0003 1600 Arrowhead- Public Hearing to consider an ordinance amending the Master Plan (MPA21-0003 – 1600 Arrowhead) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Office uses to Retail uses. The property is generally located south of Cross Timbers Road and west of Fireside Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 13, 2021, meeting.)

19. ZPD21-0007 1600 Arrowhead PD-185- Public Hearing to consider an ordinance amending the zoning (ZPD21-0007 – 1600 Arrowhead) from Office (O) District uses to Planned Development District No.185 (PD-185) with Retail (R) District uses, with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located south of Cross Timbers Road and west of Fireside Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 13, 2021, meeting.)

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.

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:

   2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications

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, 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.

f. Annual performance review of the Interim Town Manager

g. Annual performance review of the Town Secretary

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: September 17, 2021, at 12:45 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: September 20, 2021

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of the minutes from a work session of the Town Council held on August 19, 2021.**

BACKGROUND INFORMATION: The Town Council held a work session on August 19, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue):	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 8.19

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

THE FLOWER MOUND TOWN COUNCIL WORK SESSION; 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 19TH 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:

Anne Carnes	Executive Assistant
Debra Wallace	InterimTown Manager/CFO
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Clay Riggs	Director of Public Works
Brian Waltenburg	Assistant Director of Engineering
Kay Wilkinson	Budget Officer
Andy Kancel	Police Chief

A. CALL WORK SESSION AND SPECIAL MEETING TO ORDER

Mayor France called the work session and special meeting to order at 6:00 p.m.

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

Mayor France gave the invocation and led the pledges.

D. PUBLIC COMMENT

No one spoke.

E. WORK SESSION ITEM

1. Hold a discussion and provide direction regarding the FY 2021-2022 Proposed Budget, including Community Support funding.

Staff Presentation

Ms. Wallace or Ms. Wilkinson gave a presentation identifying or noting:

- Proposed budget background information
- Budget process
- Budget timeline
- Timeline and next steps

DRAFT

- Highlights and assumptions
- How Flower Mound compares
- Financial goals
- 2021 debt service and tax rate
- Average tax bill over past 10 years
- Strategic goals
- Changes since proposed budget
- Compensation/benefits
- General fund
- Prior year budgets
- Utility fund
- Water/Wastewater rates
- How Flower Mound compares
- Stormwater utility fund
- Stormwater rates
- SWUS rates
- Special revenue funds summary
- Crime Control & Prevention District budget
- Fire Control, Prevention & Emergency Medical Services District budget
- Capital Improvement Projects
    - Street Projects
        - Aberdeen Drive Phase II
        - ADA transition plan
        - FM 2499 at FM 3040 Intersection
        - Retaining wall at the Mound
        - Roadway amenities
        - Sidewalk links
        - Streetlight improvements
        - Walsingham Drive
    - Signal Projects
        - 1171/Canyon Falls
        - Garden Ridge at Forest Vista
        - Signal rehabilitation – FM 2499 at Firewheel Dr
        - Traffic detection rehabilitation
    - Street Reconstruction Projects
        - Lopo Road
        - Melody Court
        - Old Gerault Road
        - Timber Creek at College intersection
    - Facilities Projects
        - Joint fire training facility
    - Parks Projects
        - 2021-22 playground replacements – Peacock Park
        - Chinn Chapel improvements
        - Dunham Ranch Master Plan
        - Gerault Park improvements
        - Glenwick Park upgrades
        - Individual park improvements
        - Leonard & Helen Johns Park
        - Park & trail amenities
        - Tealwood Oaks Park
        - Tennis center design
        - Trails Master Plan implementation
    - Water Projects

        - Emergency Preparedness Plan
        - High Road replacement Phase II
        - Lake Forest Boulevard 12-inch water line
        - Lopo Road water line replacement
        - Melody Court water line replacement
        - Morriss Road water lines Phase II (Eaton to Waketon)
        - Morriss Road Water lines Phase IV (Waketon to FM 407)
        - Royal Oaks water line replacement Phase I
        - Scenic Drive water line
        - Timber Creek replacement Phase II
        - US 377 at FM 1171 water line relocation
        - Utility asset management & utility replacement
        - Water system leak detection and repair
        - Water system model update
    - Stormwater Projects
        - Bakers Branch stabilization at 1600 and 1612 Strait Ln
        - Range Wood Drive drainage improvements
    - Wastewater Projects
        - Inflow-infiltration evaluation and repair
        - Lift station improvements and decommissioning Phase III
        - Lopo Road sewer replacement
        - Melody Court sewer replacement
        - Oak Street lift station and force main phase IV
        - Sunrise Circle wastewater connection
        - Upper Timber interceptor (Morriss to One Place)
        - Wastewater system model update
        - Yucca lift station auxiliary power
- Community Support Funding
    - Eligibility criteria
    - Program administration
    - Interim report
    - Actuals
    - Application overview
    - Funding recommendations
    - FY 21-22 requests

and she, Mr. Waltenburg, Ms. Bruce, Mr. Riggs, Chief Kancel, or Ms. Wilkinson responded to questions or comments from Council as follows:

- Clarification regarding:
    - tax rate
    - funding resources change
    - debt issuance (Special revenue funds)
    - feasibility for the Walsingham Dr road project (Scenic/Flower Mound Road connector)
    - who is the ADA contact person for the Town
    - if acceptable amount of funds allocated for the traffic detection rehabilitation
    - need for the security level items for the Police Department
- Funding sources for signal projects
- Reimbursement likelihood from the state for the waterline loop (1171 & 377)
- For community support funding, what is the explanation for additional funding from the previous year and how many Flower Mound residents are benefiting from the services

There was Council discussion regarding:

- Interest in strategy of debt avoidance
- Fund reserves
- Interest in cost sharing with neighboring cities for two of the signal projects: Northlake (1171/Canyon Falls) and Lewisville (Forest Vista @ Garden Ridge)
- Funding allocations for community support funding
- Interest in adding all lifeguard stand replacements at the CAC
- Concerns regarding the need for snowplow/sander equipment ($26,000)
- Possibility of removing funds for tree and shrub replacement

F. ADJOURN WORK SESSION AND SPECIAL MEETING

Mayor France adjourned the work session and special meeting at 7:51 p.m. on Thursday, August 19, 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: September 20, 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 23, 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 23, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 8.23

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING; CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING, HELD ON THE 23rd 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
Kay Wilkinson	Budget Manager
Brian Waltenburg	Assistant Director of Engineering

A. CALL REGULAR MEETING TO ORDER

Mayor France called the regular 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.	Bryan Webb, 4112 High Rd, with donated time from: Paul Stone, Al Picardi, Angie Cox, Patsy Mizeur	MPAs
2.	Britt Stock, 4005 Rothschild	LISD Property
3.	Scott Langley, 800 Carter Ct	Edgewood Speed Limit and Dorothy's Dash

DRAFT

E. PRESENTATIONS

1. Republic Services Recycling Update

Mayor France noted that the topic of commercial recycling and household hazardous waste was brought up at the Strategic Planning Session (SPS) and at that time the Town Council agreed to continue the discussion on those topics when a representative from Republic could be here.

Jeri Harwell, Municipal Services Manager, Republic Services

Ms. Harwell gave a presentation identifying or noting:

- After China Sword
- Contamination for residential recycling
- RecyclingSimplified.com educational resource
- Multi-family recycling
- Commercial recycling
- Household hazardous waste/E-waste program

and she responded to questions or comments from Council regarding:

- Instead of managing request for hazardous waste disposal via telephone, would prefer to have a web-based form-fill option or other alternatives in the interest of customer service
- Who pays the additional cost for multi-family recycling

F. ANNOUNCEMENTS

Councilmember Martin reported on the Flower Mound Library Book Sale.

Mayor France announced a blood drive event on September 11th.

G. TOWN MANAGER'S REPORT

Ms. Wallace provided an update on the following projects:

1. Capital improvement projects

- Hound Mound restroom and parking lot
- Pink Evening Primrose connection
- Tennis Center virtual study
- Online community survey

2. Economic Development projects

- Introduction of Ray Watson, new Economic Development Director
- New or coming soon businesses

H. FUTURE AGENDA ITEMS

There were no future agenda item request.

DRAFT

I. COORDINATION OF CALENDARS

Mayor France announced the following meeting dates:

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

1. 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. Consider adoption of the Town Council 2021 Strategic Planning Session Summary Report.
3. Consider and approve annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.
4. 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).

ORDINANCE NO. 36-21

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.

5. Consider approval of a second amendment to a Tower/Ground Lease Agreement between the Town and Verizon located at 3911 S Broadway Avenue,

DRAFT

6. 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.

RESOLUTION NO. 19-21

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.

7. 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. 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. 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.)

ORDINANCE NO. 37-21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" PROVIDING FOR THE 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.

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

13. 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.

DRAFT

14. 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. 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. 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.

17. 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. 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.

Mayor Pro Tem Bumgarner moved to approve by consent Items 1 – 18, as presented in the agenda caption. Councilmember Engel 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: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL
NAYS: NONE

K. REGULAR ITEMS

Mayor France opened items 19 – 21 at the same time.

19. Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.

20. 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. 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.

DRAFT

Staff Presentation

Ms. Wallace or Ms. Wilkinson gave a presentation for items 19 - 21 identifying or noting:

- Proposed budget background information
- Budget process
- Budget timeline and next steps
- Highlights and assumptions
- How Flower Mound compares
- Financial goals
- 2021 debt service & tax rate
- Average tax bill over past 10 years
- Strategic goals
- Changes since proposed budget
- Compensation benefits
- General fund
- Prior year budgets
- Utility funds
- Water/Wastewater rates
- How Flower Mound compares
- Stormwater utility fund
- Stormwater rates
- SWUS Rates
- Special revenue funds
- Crime Control & Prevention District budget
- Fire Control, Prevention & Emergency Medical Services District budget
- Reminder: Next Steps
- Capital Improvement Projects:
    - Streets
    - Street reconstruction
    - Facilities
    - Parks
    - Water
    - Stormwater
    - Wastewater

and Ms. Wallace or Mr. Waltenburg answered questions regarding:

- Timeline for hearing back from Northlake regarding cost sharing interest for the 1171/Canyon Falls traffic signal
- Clarification regarding no new debt
- Carryover/savings recovery option

Mayor France opened the Public Hearing at 7:29 p.m.

DRAFT

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *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.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
None	None	Brit Stock, 4005 Rothschild

Mayor France closed the Public Hearing at 7:33 p.m.

Mayor France announced that no Council action is needed at this time.

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 7:36 p.m. on August 23, 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 7:51 p.m. on August 23, 2021, and took no action on the following items:

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.

d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, 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.

DRAFT

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 7:51 p.m. on Monday, August 23, 2021, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

DRAFT

TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: September 20, 2021

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of the minutes from special meeting of the Town Council held on September 2 and September 14, 2021.**

BACKGROUND INFORMATION: The Town Council held special meetings on September 2 and September 14, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure/(Revenue):	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 9.2
2. Draft minutes 9.14

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

THE FLOWER MOUND TOWN COUNCIL SPECIAL MEETING HELD ON THE 2ND DAY OF SEPTEMBER, 2021, IN THE FLOWER MOUND LIBRARY PROGRAM ROOM, LOCATED AT 3030 BROADMOOR LN, IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 10:00 A.M.

The Town Council met in a special 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
Larry Gilley	Strategic Government Resources (SGR), Consultant
Tommy Dalton	Assistant Town Manager

A. CALL SPECIAL MEETING TO ORDER

Mayor France called the special meeting to order at 10:01 a.m.

B. 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.	Daniel Bennett, 408 Pemberton, White Settlement, TX	HB 988

C./D. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 10:04 a.m. on Thursday, September 2, 2021, pursuant to Texas Government Code Chapter 551, Section 551.074, to discuss matters relating to personnel, and reconvened into an open meeting at 12:04 p.m. on Thursday, September 2, 2021, and no action was taken on the following item:

a. Discuss and consider hiring of Town Manager, conduct interviews and/or review Town Manager applicants and all matters incident and related thereto.

E. ADJOURN MEETING

Mayor France adjourned the meeting at 12:04 p.m. on Thursday, September 2, 2021, and all were in favor.

DRAFT

TOWN OF FLOWER MOUND, TEXAS

_____
DEREK FRANCE, MAYOR

ATTEST:

_____
THERESA SCOTT, TOWN SECRETARY

DRAFT

THE FLOWER MOUND TOWN COUNCIL SPECIAL MEETING HELD ON THE 14TH DAY OF SEPTEMBER, 2021, IN THE FLOWER MOUND HALL, LOCATED AT 2121 CROSS TIMBERS RD, IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

The Town Council met in a special 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

A. CALL SPECIAL MEETING TO ORDER

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

B. 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.	Mary Kay Walker, 3229 Oak Meadow Dr	Town Manager Search

C. BOARDS/COMMISSIONS

1. Conduct interviews for the following boards or commissions:
    a. All Together Flower Mound Commission (ATFMC)
    b. Animal Services Board
    c. Board of Adjustment/Oil and Gas Board of Appeals (Places 1, 2, 3, 4, 5, 6, 7, 8)
    d. Community Development Corporation
    e. Cultural Arts Commission (CAC)
    f. DCTA Board of Directors (Town appointed representative)
    g. Denton County Greenbelt Plan Coordinating Committee
    h. Environmental Conservation Commission (ECC)
    i. Parks Board
    j. Planning & Zoning Commission (Places 1, 2, 3, 4, 5, 6, 7, 8, 9)
    k. School Liaison Committee
    l. SMARTGrowth Commission
    m. Tax Increment Reinvestment Zone Number One (TIRZ #1)
    n. Transportation Commission
    o. Veterans Liaison Board

DRAFT

with the following individuals participating:

1. Jonathan Heckmann
2. Sarah Ali
3. Warner Watkins
4. Laverne Amsterdam
5. Dale Olson
6. Christopher Baca
7. W. Scott Langley
8. David Boehner
9. Bob Kohankie
10. Ron Miller
11. Brad Ruthrauff
12. Mary Kay Walker
13. Russell T. Wade
14. Sophia Perez
15. Gary Cole
16. Jenny Brungart
17. Donald Gilmore
18. Chris Butler
19. Mehul Desai
20. Louis Viscusi
21. Stephen Harris
22. Tom Bailey
23. Mark Hargreaves
24. Jeff McEnaney
25. Scott Tarwater
26. Beth Dilley
27. Kathryn Wells
28. Greg Schultz
29. Jeremiah Betron
30. Jackie Stanfield
31. Debbie Simon
32. Barry Willett
33. Sandy Fambrough
34. Manu Shahi
35. Jennifer Romaszewski
36. Jodi Seay
37. Jeri Harwell
38. Bryan Mills
39. Denis Toth
40. Deanna Soper
41. Brian Glaser
42. Paul Armijo
43. John Krasnan

Town Council recessed at 7:48 p.m. and reconvened at 7:55 p.m.

2. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, dismissals, duties and responsibilities, structure, or procedures regarding the above referenced boards or commissions.

No action taken.

E. <u>ADJOURN MEETING</u>

Mayor France adjourned the meeting at 8:25 p.m. on Tuesday, September 14, 2021, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

_____

DEREK FRANCE, MAYOR

ATTEST:

_____

THERESA SCOTT, TOWN SECRETARY

DRAFT

TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: September 20, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: **Consider approval of a resolution adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.**

BACKGROUND INFORMATION:

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

Since 2007, there have been several modifications to the original RRM Tariff. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of $43.4 million. Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $40.5 million, $29.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $22.34 million instead of the claimed $40.5 million. The amount of the $22.34 million deficiency applicable to ACSC members would be $16.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of $22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately $3.8 million. ACSC members should take action approving the Resolution before October 1, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Lindsey M. Hale, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed resolution as to form and legality.

ATTACHMENTS:

1. Proof of Revenues
2. Bill Impact
3. RRM Monthly Savings Over GRIP and DARR Rates
4. Proposed Resolution

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

Attachment 1 to
Model Staff Report

2021 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Customer Class	Current	Proposed	Bills	Ccf/MmBtu	Current Revenues	Proposed Revenues	Increase	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	
1	**Residential**								
2	Customer Charge	$ 20.25	$ 20.85	13,861,632		$ 280,698,048	$ 289,015,027		$ 8,316,979
3	Consumption Charge	0.26651	0.27979		627,298,034	167,181,199	175,511,717		$ 8,330,518
4	Revenue Related Taxes					30,398,805	31,528,717		
5	Total Class Revenue					$ 478,278,052	$ 496,055,461	$ 17,777,409	
6									
7	**Commercial**								
8	Customer Charge	$ 54.50	$ 56.50	1,094,352		$ 59,642,184	$ 61,830,888		$ 2,188,704
9	Consumption Charge	0.11728	0.12263		363,850,875	42,672,431	44,619,033		$ 1,946,602
10	Revenue Related Taxes					6,944,376	7,225,051		
11	Total Class Revenue					$ 109,258,991	$ 113,674,972	$ 4,415,981	
12									
13	**Industrial & Transportation**								
14	Customer Charge	$ 1,014.50	$ 1,054.75	7,056		$ 7,158,312	$ 7,442,316		$ 284,004
15	Consumption Charge Tier 1	$ 0.4157	$ 0.4330		7,479,741	3,109,328	3,238,728		$ 129,400
16	Consumption Charge Tier 2	$ 0.3044	$ 0.3171		8,282,846	2,521,298	2,626,490		$ 105,192
17	Consumption Charge Tier 3	$ 0.0653	$ 0.0680		13,018,926	850,136	885,287		$ 35,151
18	Revenue Related Taxes					925,722	963,306		
19	Total Class Revenue					$ 14,564,796	$ 15,156,127	$ 591,331	
20									
21	**Total Excluding Other Revenue**					$ 602,101,840	$ 624,886,561	$ 22,784,721	$ 21,336,550
22									
23									
24	**Revenue Related Tax Factor**	6.7873%							

Attachment 1

Attachment 2
to 2021 RRM Staff Report

Bill Impact

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.								Current	Proposed	Change
1	**Rate R @ 45.2 Ccf**									
2	Customer charge							$ 20.25		
3	Consumption charge	45.2	CCF	X	$ 0.26651	=		12.05		
4	Rider GCR Part A	45.2	CCF	X	$ 0.16000	=		7.23		
5	Rider GCR Part B	45.2	CCF	X	$ 0.33320	=		15.06		
6	Subtotal							$ 54.59		
7	Rider FF & Rider TAX		$ 54.59	X	0.06787	=		3.71		
8	Total							$ 58.30		
9										
10	Customer charge								$ 20.85	
11	Consumption charge	45.2	CCF	X	$ 0.27979	=			12.65	
12	Rider GCR Part A	45.2	CCF	X	$ 0.16000	=			7.23	
13	Rider GCR Part B	45.2	CCF	X	$ 0.33320	=			15.06	
14	Subtotal								$ 55.79	
15	Rider FF & Rider TAX		$ 55.79	X	0.06787	=			3.79	
16	Total								$ 59.58	$ 1.28
17										2.20%
18										
19	**Rate C @ 332.5 Ccf**							**Current**	**Proposed**	**Change**
20	Customer charge							$ 54.50		
21	Consumption charge	332.5	CCF	X	$ 0.11728	=		38.99		
22	Rider GCR Part A	332.5	CCF	X	$ 0.16000	=		53.20		
23	Rider GCR Part B	332.5	CCF	X	$ 0.26321	=		87.51		
24	Subtotal							$ 234.20		
25	Rider FF & Rider TAX		$ 234.20	X	0.06787	=		15.90		
26	Total							$ 250.10		
27										
28	Customer charge								$ 56.50	
29	Consumption charge	332.5	CCF	X	$ 0.12263	=			40.77	
30	Rider GCR Part A	332.5	CCF	X	$ 0.16000	=			53.20	
31	Rider GCR Part B	332.5	CCF	X	$ 0.26321	=			87.51	
32	Subtotal								$ 237.98	
33	Rider FF & Rider TAX		$ 237.98	X	0.06787	=			16.15	
34	Total								$ 254.13	$ 4.03
35										1.61%

Attachment 2

36	**Rate I @ 4079 MMBTU**							**Current**		**Proposed**	**Change**
37	Customer charge							$ 1,014.50			
38	Consumption charge	1,500	MMBTU	X	$	0.4157	=	623.55			
39	Consumption charge	2,579	MMBTU	X	$	0.3044	=	785.05			
40	Consumption charge	0	MMBTU	X	$	0.0653	=	-			
41	Rider GCR Part A	4,079	MMBTU	X	$	1.5625	=	6,373.46			
42	Rider GCR Part B	4,079	MMBTU	X	$	0.5380	=	2,194.58			
43	Subtotal							$ 10,991.14			
44	Rider FF & Rider TAX		$ 10,991.14	X	0.06787		=	746.00			
45	Total							$ 11,737.14			
46											
47	Customer charge									$ 1,054.75	
48	Consumption charge	1,500	MMBTU	X	$	0.4330	=			649.50	
49	Consumption charge	2,579	MMBTU	X	$	0.3171	=			817.80	
50	Consumption charge	0	MMBTU	X	$	0.0680	=			-	
51	Rider GCR Part A	4,079	MMBTU	X	$	1.5625	=			6,373.46	
52	Rider GCR Part B	4,079	MMBTU	X	$	0.5380	=			2,194.58	
53	Subtotal									$ 11,090.09	
54	Rider FF & Rider TAX		$ 11,090.09	X	0.06787		=			752.72	
55	Total									$ 11,842.81	$ 105.67
56											0.90%
57	**Rate T @ 4079 MMBTU**							**Current**		**Proposed**	**Change**
58	Customer charge							$ 1,014.50			
59	Consumption charge	1,500	MMBTU	X	$	0.4157	=	623.55			
60	Consumption charge	2,579	MMBTU	X	$	0.3044	=	785.05			
61	Consumption charge	0	MMBTU	X	$	0.0653	=	-			
62	Rider GCR Part B	4,079	MMBTU	X	$	0.5380	=	2,194.58			
63	Subtotal							$ 4,617.68			
64	Rider FF & Rider TAX		$ 4,617.68	X	0.06787		=	313.41			
65	Total							$ 4,931.09			
66											
67	Customer charge									$ 1,054.75	
68	Consumption charge	1,500	MMBTU	X	$	0.4330	=			649.50	
69	Consumption charge	2,579	MMBTU	X	$	0.3171	=			817.80	
70	Consumption charge	0	MMBTU	X	$	0.0680	=			-	
71	Rider GCR Part B	4,079	MMBTU	X	$	0.5380	=			2,194.58	
72	Subtotal									$ 4,716.63	
73	Rider FF & Rider TAX		$ 4,716.63	X	0.06787		=			320.13	
74	Total									$ 5,036.76	$ 105.67
75											2.14%

Attachment 2

Attachment 3
to 2021 RRM Staff Report

RRM Monthly Savings Over GRIP and DARR Rates

ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE BILL COMPARISON
(EXCLUDING GAS COSTS)

	ACSC Settled	DARR Settled	ATM Filing	ENVIRONS Filing
Customer Charge	$20.85	$23.80	$27.68	$25.90
Monthly Ccf [1]	45.2	52.7	45.2	45.2
Consumption Charge	$0.27979	$0.19526	$0.14846	$0.18653
Average Monthly Bill	$33.50	$34.09	$34.39	$34.33
		-$0.60	-$0.89	-$0.83

[1] Recognizes that average normal usage for Dallas residential customers is greater than Mid-Tex average.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the Town of Flower Mound, Texas ("Town") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the Town in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

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

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

WHEREAS, the two-month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately $3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1.

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

Section 2.

That, without prejudice to future litigation of any issue identified by ACSC, the Town Council finds that the settled amount of an increase in revenues of $22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

Section 3.

That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4.

That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5.

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

Section 6.

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

Section 7.

That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

That consistent with the Town Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12.

That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20th DAY OF SEPTEMBER, 2021.

_____

Derek France, Mayor

ATTEST:

_____

Theresa Scott, Town Secretary

Exhibit A
to 2021 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2021

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

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

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

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

Charge	Amount
Customer Charge per Bill	$ 20.85 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 20.90 per month
Commodity Charge – All Ccf	$0.27979 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

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

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE: Page**

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

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

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

Charge	Amount
Customer Charge per Bill	$ 56.50 per month
Rider CEE Surcharge	$ 0.01 per month[1]
Total Customer Charge	$ 56.51 per month
Commodity Charge – All Ccf	$ 0.12263 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

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

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

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

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

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

Charge	Amount
Customer Charge per Meter	$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4330 per MMBtu
Next 3,500 MMBtu	$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0680 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

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

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

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Agreement
An Agreement for Gas Service may be required.

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

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

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

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

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

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

Charge	Amount
Customer Charge per Meter	$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4330 per MMBtu
Next 3,500 MMBtu	$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0680 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

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

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

Agreement
A transportation agreement is required.

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

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

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Provisions for Adjustment

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

Computation of Weather Normalization Adjustment

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

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

Where

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

$WNAF_i$ = Weather Normalization Adjustment Factor for the ith rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the ith schedule or classification.

HSF_i = heat sensitive factor for the ith schedule or classification divided by the average bill count in that class

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

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the ith schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

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

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	11.88	0.1459	85.39	0.6996
Austin	10.34	0.1452	194.82	0.9398
Dallas	15.21	0.1915	148.19	1.0986
Waco	10.63	0.1373	130.39	0.7436
Wichita Falls	12.63	0.1398	109.17	0.5803

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2021 RRM Resolution or Ordinance

Mid-Tex
2021 Benchmark for Pensions
and Retiree Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2020

		Shared Services		Mid-Tex Direct			
Line No.	Description	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	Adjustment Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2021 Willis Towers Watson Report as adjusted (1) (2) (3)	$ 2,917,949	$ 4,908,358	$ 5,447,063	$ 293,818	$ 6,600,073	
2	Allocation to Mid-Tex	43.68%	43.68%	76.11%	100.00%	76.11%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 1,274,655	$ 2,144,130	$ 4,145,546	$ 293,818	$ 5,023,057	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	$ 1,274,655	$ 2,144,130	$ 4,145,546	$ 293,818	$ 5,023,057	$ 12,881,205
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	75.07%	75.07%	38.66%	11.00%	38.66%	
11							
12							
13	Total Pension Account Plan	$ 956,873		$ 1,602,484			$ 2,559,357
14	Total Post-Employment Benefit Plan		$ 1,609,582			$ 1,941,691	3,551,272
15	Total Supplemental Executive Benefit Plan				$ 32,322		32,322
16	Total (Ln 13 + Ln 14 + Ln 15)	$ 956,873	$ 1,609,582	$ 1,602,484	$ 32,322	$ 1,941,691	$ 6,142,952
17							

18 Notes:
19 1. Studies not applicable to Mid-Tex or Shared Services are omitted.
20 2. Mid-Tex is proposing that the Fiscal Year 2021 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the
21 benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods
22 includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
23 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

Attachment B

Exhibit C
to 2021 RRM Resolution or Ordinance

Mid-Tex 2021 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2020
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning Protected Balance	Protected Amortization	Ending Protected Balance	Beginning Unprotected Balance	Unprotected Amortization	Ending Unprotected Balance	Total Protected & Unprotected Amortization	Total Protected & Unprotected Balance
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	2017 (3)	$ -	$ -	$ (51,477,654)	$ -	$ -	$ 343,746,535	$ -	$ 292,268,881
2	2018	(51,477,654)	494,977	(50,982,677)	343,746,535	(3,513,868)	340,232,667	(3,018,891)	289,249,991
3	2019	(50,982,677)	1,979,910	(49,002,767)	340,232,667	(14,057,872)	326,174,795	(12,077,963)	277,172,028
4	2020	(49,002,767)	1,979,910	(47,022,857)	326,174,795	(13,988,908)	312,185,886	(12,008,999)	265,163,029
5	2021	(47,022,857)	3,464,842	(43,558,015)	312,185,886	(26,390,127)	285,795,760	(22,925,284)	242,237,745
6	2022	(43,558,015)	1,979,910	(41,578,105)	285,795,760	(60,167,528)	225,628,231	(58,187,619)	184,050,126
7	2023	(41,578,105)	1,979,910	(39,598,195)	225,628,231	(60,167,528)	165,460,703	(58,187,619)	125,862,508
8	2024	(39,598,195)	1,979,910	(37,618,286)	165,460,703	(60,167,528)	105,293,175	(58,187,619)	67,674,889
9	2025	(37,618,286)	1,979,910	(35,638,376)	105,293,175	(60,167,528)	45,125,646	(58,187,619)	9,487,270
10	2026	(35,638,376)	1,979,910	(33,658,466)	45,125,646	(45,125,646)	(0)	(43,145,737)	(33,658,466)
11	2027	(33,658,466)	1,979,910	(31,678,556)	(0)	0		1,979,910	(31,678,556)
12	2028	(31,678,556)	1,979,910	(29,698,647)	-	-		1,979,910	(29,698,647)
13	2029	(29,698,647)	1,979,910	(27,718,737)	-	-		1,979,910	(27,718,737)
14	2030	(27,718,737)	1,979,910	(25,738,827)	-	-		1,979,910	(25,738,827)
15	2031	(25,738,827)	1,979,910	(23,758,917)	-	-		1,979,910	(23,758,917)
16	2032	(23,758,917)	1,979,910	(21,779,007)	-	-		1,979,910	(21,779,007)
17	2033	(21,779,007)	1,979,910	(19,799,098)	-	-		1,979,910	(19,799,098)
18	2034	(19,799,098)	1,979,910	(17,819,188)	-	-		1,979,910	(17,819,188)
19	2035	(17,819,188)	1,979,910	(15,839,278)	-	-		1,979,910	(15,839,278)
20	2036	(15,839,278)	1,979,910	(13,859,368)	-	-		1,979,910	(13,859,368)
21	2037	(13,859,368)	1,979,910	(11,879,459)	-	-		1,979,910	(11,879,459)
22	2038	(11,879,459)	1,979,910	(9,899,549)	-	-		1,979,910	(9,899,549)
23	2039	(9,899,549)	1,979,910	(7,919,639)	-	-		1,979,910	(7,919,639)
24	2040	(7,919,639)	1,979,910	(5,939,729)	-	-		1,979,910	(5,939,729)
25	2041	(5,939,729)	1,979,910	(3,959,820)	-	-		1,979,910	(3,959,820)
26	2042	(3,959,820)	1,979,910	(1,979,910)	-	-		1,979,910	(1,979,910)
27	2043	(1,979,910)	1,979,910	0	-	-		1,979,910	0
28									
29	Revenue Related Tax Factor					See WP_F-5.1		6.79%	
30	Revenue Related Taxes on Annual Amortization					Amortization * Tax Factor		$ 3,949,355	
31	Amortization Including Revenue Related Taxes					Amortization + Taxes		$ 62,136,973	
32									
33	Notes:								
34	1. The annual amortization of the protected balance is a 26 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.								
35	2. The Regulatory Liability is recorded to FERC Accounts 253 and 242, Sub Account 27909.								
36	3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.								

5

TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: September 20, 2021

FROM: Brittni Barnett, Grants and Financial Analyst

ITEM: **Consider acceptance of grant funds from the Texas State Library and Archives Commission (TSLAC) for the FY 2022 Texas Reads Grant Program and execution of an agreement with TSLAC; and authorization for the Mayor to execute said agreement on behalf of the Town.**

BACKGROUND INFORMATION: The Town applied for and was awarded a grant in the amount of $6,641.00 from the Texas State Library and Archives Commission (TSLAC) as part of its Texas Reads Grant Program.

If approved, the grant will be used to fund supplies for a permanent StoryWalk display, which showcases pages of a book along a trail in a Town park for residents to read as they walk. The StoryWalk will feature a new story each month, with hands-on creative activities for families to complete together.

All funds must be spent by August 2022, with a final report due by September 7, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $6,641.00

Proposed Revenue:	Account Number(s):
$(6,641.00)	370-4605

Proposed Expenditure:	Account Number(s):
$6,641.00	Grant Fund

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

LEGAL REVIEW: Mary Baum, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

ATTACHMENTS:

1. TSLAC Grant Agreement

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

Attachment 1

TEXAS STATE LIBRARY & ARCHIVES COMMISSION
TEXAS READS GRANT PROGRAM

Grant Number: TXR-22002

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)

Subrecipient: Town of Flower Mound, Flower Mound Public Library
3030 Broadmoor Ln
Flower Mound, TX 75022-2703
FUEI No.: 027941160

II. TERM OF GRANT

September 1, 2021, through August 31, 2022 (State Fiscal Year (SFY) 2022)

III. STATEMENT OF SERVICES TO BE PERFORMED

Subrecipient shall provide services as outlined in the approved grant application (Texas Reads Grant for SFY 2022) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes during the period of this contract. The approved grant application submitted by Subrecipient is incorporated into this contract as if fully set forth herein. In the event of any conflict between the grant application and this contract, this contract shall prevail.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

A. The total amount of the grant shall not exceed: $6,641.00. Indirect costs, as included in the total amount awarded, shall not exceed 0.000 or $0.00 as indicated in the budget below.

B. Source of funds:

Institute of Museum and Library Services (IMLS)

CFDA Name: Grants to States CFDA #: 45.310

Federal Award Identification #: LS-249990-OLS-21; Federal Award Date: January 19, 2021

C. The Subrecipient is restricted to one of two methods for requesting funds from TSLAC. The Subrecipient may request reimbursement of actual and allowable expenditures for the Subrecipient's normal billing cycle, or advance payment for estimated and allowable expenditures to be incurred in the 30-day period following the request. Only Subrecipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.

D. The Subrecipient must request payments from TSLAC using TSLAC's Request for Funds form (RFF) via the electronic TSLAC Grant Management System (GMS), located at https://grants.tsl.texas.gov/. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Subrecipient provided TSLAC has received a fully executed contract, and Subrecipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted supporting documentation with the RFF.

E. When submitting an RFF for reimbursement, the Subrecipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed.

F. The Subrecipient may not obligate or encumber grant funds after **July 31, 2022**. Subrecipient must submit the final request for reimbursement no later than **August 1, 2022**. All supporting documentation must be submitted no later than **August 31, 2022.**

G. If the Subrecipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds by **May 31, 2022,** TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the grant amount specified in Section IV. A. above.

H. Interest earned in excess of $500 on advanced funds, must be returned to TSLAC, per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must also be returned to TSLAC per requirements in UGMS.

I. Per the approved grant application, funds are authorized according to the following budget:

Salaries/Wages/Benefits	$ 0.00
Travel	$ 0.00
Equipment	$ 0.00
Supplies/Materials	$6,641.00
Services	$ 0.00
Consultant Fees	$ 0.00
Indirect Costs	$ 0.00
Total	$6,641.00

V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

If the Subrecipient anticipates a need for a budget or program revision, Subrecipient must notify TSLAC and, if approved by TSLAC, request a budget and/or program revision for fiscal and/or programmatic changes as outlined in this Section. Subrecipient must submit a change request for budget and/or program revisions electronically on TSLAC's GMS. Under no condition may a Subrecipient request to exceed the total grant amount. TSLAC must receive all change requests on or before **June 15, 2022**. Requests received after this date will generally be declined but may be considered on a case-by-case basis if extenuating circumstances exist. **Subrecipient must submit a budget and/or program change request to TSLAC <u>before</u> obligating or expending grant funds as follows:**

A. Fiscal changes require an approved budget revision under any of the following conditions:

1. Making cumulative transfers among budget cost categories or projects which are expected to exceed ten (10) percent of the total grant;
2. Transferring any funds into a budget cost category that currently equals zero ($0);
3. Expending any program income earned through the utilization of resources funded by this grant; or,
4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.

B. Programmatic changes to the approved grant application require an approved Program Revision under any of the following conditions:

1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; or,
2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

A. If conditions described in Section V.A.1. are met, any fiscal change to items listed in the Equipment budget category specified in Section IV. I. of this contract will require an approved Budget Revision before making the change. A fiscal change includes a change in the cost of the equipment and/or property, and any cost necessary to put the item into service, including, but not limited to, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation should be included in or excluded from the expenditure cost in accordance with the Subrecipient's regular accounting practices and Generally Accepted Accounting Practices (GAAP). TSLAC will not advise Subrecipient on ancillary charges.

B. The Subrecipient will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between $500 and $1000.

C. Subrecipient must furnish a statement to TSLAC certifying the governing entity's capitalization level with the signed grant contract. Subrecipient agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.

D. Subject to the obligations and conditions set forth in UGMS, title to equipment acquired under a grant will vest in the Subrecipient upon acquisition. Subrecipient must include any equipment/property acquired with grant funds in the required biennial property inventory, and follow the UGMS requirement that the Subrecipient reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to TSLAC, but must be maintained by the Subrecipient and will be subject to review and/or audit by TSLAC. When property is vested in the Subrecipient, Subrecipient will dispose of equipment/property in accordance with UGMS. When the Subrecipient has been given federally or state-owned equipment/property, Subrecipient will follow the guidance as set forth in UGMS.

VII. REPORTING REQUIREMENTS

The State Legislature has charged TSLAC with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Subrecipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Subrecipient is responsible for submitting periodic reports that reflect the Subrecipient's level of performance on these services to TSLAC. To comply with these requirements, the Subrecipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

A. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Subrecipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.

B. The Subrecipient agrees to submit performance reports detailing grant-funded activities via TSLAC's GMS on or before due dates listed in the following schedule. In the event that a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Subrecipient agrees to submit Legislative Budget Board (LBB) measures as defined by TSLAC, in the reports, and to work with agency staff in the development and reporting of Project outcomes. LBB measures may include the numbers of: a) books and other materials purchased with grant funds; b) persons provided grant-sponsored services; and/or c) library staff trained or assisted in order to carry out the grant-funded activities.

Reporting Period	Due Date
P1 (September 1, 2021–February 29, 2022)	**March 7, 2022**
P2 (March 1, 2022–August 31, 2022)	**September 7, 2022**

C. The Subrecipient will ensure that all fiscal reports or vouchers requesting payment under this agreement will include a certification, signed by an official who is authorized to legally bind the Subrecipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. The Subrecipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (2 CFR §200.415(a))

D. The Subrecipient agrees to submit an audit certification form for the auditable period including August 31, 2022, to TSLAC no later than **December 31, 2022, or other deadline as specified by TSLAC.**

E. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.

F. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

VIII. GENERAL TERMS AND CONDITIONS

A. The Subrecipient will comply with the Texas Reads Grant Program Guidelines for SFY 2022.

B. The Subrecipient will comply with the Rules for Administering the Texas Reads Grant, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 7, Rules 2.710–2.712; and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines.

C. The Subrecipient will comply with all applicable federal and state laws and any other requirements relevant to the performance of Subrecipient under this contract, including the following rules and guidance as applicable:

1. Texas Uniform Grants Management Standards (UGMS) *(https://comptroller.texas.gov/purchasing/docs/ugms.pdf);* and
2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) *(https://federalregister.gov/a/2013-30465)*.

D. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal or state government purposes, and to authorize others to do so. (2 CFR §200.315)

E. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (www.imls.gov/recipients/imls_acknowledgement.aspx), and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the Final Performance Report.

F. Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and §§1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.

H. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award

I. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2018-2022 is submitted (anticipated date of submission is December 31, 2023). **This means the Subrecipient must maintain all grant-related records through December 31, 2026. In addition, Subrecipients that operate as state agencies must comply with (Texas Government Code, §441.1855), relating to state agency contracting and the retention of all contract-related documents.**

In the event the Subrecipient or receiving entity ceases to exist, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of the records.

J. This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Subrecipient shall:

1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Subrecipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
2. Reduce expenses to a minimum and not undertake any forward commitment. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in Section IV. H. of this document and according to a timeline mutually agreed upon by both parties.

K. Loss of all of Subrecipient's staff prior to the end of the grant period or the termination date, whichever is earlier, does not relieve the Subrecipient of its obligation to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records and requirements for disposition of equipment and supplies.

L. The parties agree that no provision of this contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.

IX. ENFORCEMENT

A. Remedies for noncompliance. If a Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.

C. Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

1. The costs relate to obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination and were not incurred in anticipation of suspension or termination, and, in the case of a termination, the costs are noncancelable; and,
2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (UGMS, Part III, Subpart C, Sec. 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Bethany Wilson, Grants Administrator
Phone: 800-252-9386 or 512-463-5527 / Fax: 512-936-2306
E-mail: bwilson@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: rcannon@tsl.texas.gov

Payments from Subrecipient to TSLAC, such as refunds or those for excess advanced funds or for interest earned on advanced funds, should be mailed with an explanation of the purpose of the payment and the grant number. This information shall be directed to:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW

A. The laws of the State of Texas shall govern this grant.

B. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County District Court.

C. This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

XII. GRANT CERTIFICATIONS

A. TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006; Texas Government Code §441.135 ; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 7, Rules 2.710–2.712, regarding the Texas Reads Grant; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the State Plan for the LSTA in Texas; and UGMS.

B. The Subrecipient certifies that all costs included in this grant award are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.

C. The Subrecipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.

D. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.

E. Subrecipient has provided to TSLAC the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Subrecipient agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.

F. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered

against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.

G. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).

H. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances)

XIII. SIGNATURES

The undersigned hereby execute this contract.

TSLAC

Texas State Library and Archives Commission

Gloria Meraz, Director and Librarian

Date

Donna Osborne, Chief Financial Officer

08/31/2021

Date

Jennifer Peters, Library Development and Networking Director

08/31/2021

Date

Bethany Wilson, Grants Administrator

08/31/2021

Date

SUBRECIPIENT

Town of Flower Mound, Flower Mound Public Library

Signature (official empowered to enter into contracts)

Typewritten or Printed Name

Title

Date

TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: September 20, 2021

FROM: Brittni Barnett, Grants and Financial Analyst

ITEM: **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.**

BACKGROUND INFORMATION: The Town applied for and was awarded a grant in the amount of $2,500.00 from the Texas Book Festival (TBF) as part of its Collections Enhancement Grant Program.

If approved, the grant will be used to purchase additional materials for the Library's Hindi language collection and establish an Urdu language collection.

This grant does not have a formal agreement the Mayor must sign. The Town received notification that we received an award under the Texas Book Festival Collections Enhancement Grant Program. This is not a reimbursement grant, so the Town will receive a check from TBF for $2,500.00. All funds must be spent, and a final report submitted, no later than March 1, 2022. The final report will be submitted with photographs that can be used by TBF to promote and highlight the grants program.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $2,500.00

Proposed Revenue:	Account Number(s):
$(2,500.00)	370-4605

Proposed Expenditure:	Account Number(s):
$2,500.00	Grant Fund

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

LEGAL REVIEW: Thomas Samuelson 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. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE TEXAS BOOK FESTIVAL FOR THE PURCHASE OF ADDITIONAL MATERIALS FOR THE TOWN LIBRARY'S HINDI LANGUAGE COLLECTION AND TO ESTABLISH AN URDU LANGUAGE COLLECTION; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE COLLECTIONS ENHANCEMENT GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound applied for and was awarded a grant in the amount of $2,500.00 from the Texas Book Festival (TBF) as part of TBF's Collections Enhancement Grant Program; and,

WHEREAS, the Town Council of the Town of Flower Mound finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds to purchase additional materials for the Town of Flower Mound Public Library's (Library) Hindi language collection and to establish an Urdu language collection.

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

SECTION 1

That all of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town of Flower Mound approves and accepts the awarded grant amount of $2,500.00 from the TBF as part of the Collections Enhancement Grant Program.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment and activities in accordance with the grant award and will be used only for the purposes for which they are intended under the program as outlined in the grant application and award document attached hereto as "Attachment 2."

SECTION 4

This Resolution shall become effective upon its adoption.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 20th DAY OF SEPTEMBER, 2021.

APPROVED:

_____
Derek France, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

Honorary Chair
Laura W. Bush

Board of Directors
Anna Near
CHAIR

Sarah Queen
IMMEDIATE PAST CHAIR

Carlos Y. Benavides IV
Carmel Borders
Karen Brimble
Gigi Edwards Bryant
Ken Cho
Michelle Diggs
Dan Goodgame
Anna Loewenbaum Hargrove
Grant E. Loveless
Michele Moore
Nana G. H. Smith
Darryl Tocker
Andrea Valdez
Ravi Vemulapalli
Carol Wagner
Leslie Ward
Jennifer Wilks
Leslie Wingo
Darren Woody
Katherine Wright
Dalton Young
Zeynep Young

Lois Kim
EXECUTIVE DIRECTOR

2021

August 1, 2021

Dear Texas Book Festival Collections Enhancement Grant Recipient,

Congratulations! On behalf of the Texas Book Festival (TBF) and the Texas Library Association (TLA), your library has been selected as a 2021 Texas Book Festival Collections Enhancement Grant recipient. We are pleased to present you with the enclosed check for your full requested amount. Our 2021 grand total is $125,500, and this brings our contribution to Texas libraries to over $3.1 million since the start of our grant program.

We ask that you publicize your award as soon as you are ready after August 6, 2021, and have emailed you social media materials to share on Facebook, Instagram, and Twitter to make your announcement. We also encourage you to arrange [virtual] publicity events about your selection as a Texas Book Festival grant recipient. Suggestions for additional publicity [if feasible] are:

- A check presentation to library staff (digital photos/ videos highly encouraged) or at a City Council meeting
- A story and photo in your newsletter
- Grant implementation signage at your library (digital photos/ videos highly encouraged)

Please share any grant award publicity with us at least one week in advance of any events, so that we have time to notify media for coverage opportunities. Please email any photos of the events and signage to Lucy Vélez at lucy@texasbookfestival.org and Ke'ara Hunt at keara@texasbookfestival.org and please include:

- Names and titles of people pictured
- Any photo credit information
- If possible, a quote from a library representative on receiving the award

You may adapt our suggestions to meet the Covid-19 guidelines of your city or county. To satisfy the grant requirements, **you must complete a final report** outlining how the grant was used along with photos that can be used to promote and highlight the grants program. We have emailed you the report document and it will also be available our website. The final report must be received **by March 1, 2022.** We applaud your important efforts to foster equity and a love for reading in your community and hope this gift will enhance your invaluable services.

Congratulations!

Lucy Vélez, PhD
School & Community Programs Coordinator

Texas Library Grants
Texas Book Festival

Texas Book Festival
2021 Collections Enhancement Grant

is hereby awarded to

Flower Mound Public Library

to enhance or develop your materials collection
and to encourage reading in your community.

Lois Kim, Executive Director

Anna Near, Board Chair

TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: September 20, 2021

FROM: Julie Taylor, Director of Treasury Operations

ITEM: **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.**

BACKGROUND INFORMATION: The Town Council is required by the Public Funds Investment Act of 1987 ("Act") and the Town's Investment Policy ("Policy") to review the investment policy and strategies, not less than annually, and adopt a resolution stating that the investment policy has been reviewed and revised if required.

The Policy provides the guidelines by which the Town of Flower Mound will maintain the minimum amount of cash in its bank accounts to meet daily needs and to provide protection for its principal while maximizing the investment of all available cash. The Policy was adopted pursuant to the provisions of the Act, as amended, Chapter 2256, Texas Government Code.

The Town Council is required by the Act and the Policy to review the investment policy and strategies, not less than annually, and adopt a resolution stating that the Policy has been reviewed. No revisions are recommended at this time.

Approval of the attached proposed resolution will not only continue compliance with the Act; but will also continue the Town's safe and prudent investment of available funds.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: This standard investment policy resolution was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO.

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS ("TOWN"), ADOPTING AN INVESTMENT POLICY FOR FUNDS FOR THE TOWN AS REQUIRED ANNUALLY BY THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Director of Treasury Operations for the Town has prepared, and the Town Council has previously adopted, a policy regarding the investment of Town funds to comply with the Public Funds Investment Act of 1987, located in Title 2, Chapter 11, of the Town's Personnel and Administrative Regulations Manual ("Investment Policy"); and,

WHEREAS, the purpose of the Investment Policy is to provide guidelines by which the Town will maintain the minimum amount of cash in its bank accounts to meet daily needs, and to provide protection for the Town's principal while receiving the highest yield possible from investing all temporary excess cash; and,

WHEREAS, the Town Council is required by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the Investment Policy to review the investment policies and strategies, not less than annually, and adopt a resolution stating that the Investment Policy has been reviewed and updated if updates are required; and,

WHEREAS, the Director of Treasury Operations has determined that no revisions to the Investment Policy are necessary; and,

WHEREAS, the Town Council has reviewed and desires to adopt the Investment Policy, pursuant to the recommendation by the Director of Treasury Operations, as the official Town policy regarding investment of Town funds;

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

SECTION 1

The following policy, attached hereto as Exhibit A and made a part hereof by reference, has been reviewed by the Town Council and is hereby adopted as the official Investment Policy of the Town pursuant to the provisions of the Public Funds Investment Act.

SECTION 2

The attached policy shall be filed with the Town Secretary as an official record of the Town.

SECTION 3

The attached policy replaces the Investment Policy which was adopted by the Town by Resolution No.16-20 and became effective September 21, 2020.

SECTION 4

This resolution shall take effect immediately from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 20th DAY OF SEPTEMBER 20, 2021.

APPROVED:

_____
Derek France, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

EXHIBIT A

TITLE II
ADMINISTRATIVE POLICIES

CHAPTER 11: INVESTMENT POLICY

11.01 Purpose

This policy shall provide the guidelines by which the Town of Flower Mound will maintain the minimum amount of cash in its bank accounts to meet daily needs, and to provide protection for its principal while receiving the highest yield possible from investing all temporary excess cash. The Town Council on an annual basis shall consider a resolution stating they reviewed the policy and investment strategies. This policy is being adopted pursuant to the provisions of the Public Funds Investment Act of 1987, Chapter 2256 of the Texas Government Code, as amended, and supersedes all other investment policies.

11.02 Scope

This Investment Policy applies to the investment activities of the Town of Flower Mound, excluding the specific funds cited hereafter.

This policy shall not govern funds which are managed under separate investment programs. Such funds currently include Employees' Retirement Funds of the Town of Flower Mound, other funds established by the Town for deferred employee compensation, and certain private donations. The Town shall and will maintain responsibility for these funds to the extent required by Federal and State Law, the Town Charter, and donor stipulations.

The following funds, as well as other funds that may be created from time to time, shall be administered in accordance with the provisions of this policy: cash equivalent assets of the General Fund, Utility Fund, Capital Project Funds, Debt Service Fund, Special Revenue Funds and any other fund of the Town not specifically excluded in these policy guidelines.

11.03 Investment Strategy

The overall strategy of the Town's investment objective shall be to ensure a) the understanding of suitability of investment to the financial requirements of the Town, b) preservation and safety of principal, c) liquidity, d) marketability of the investment, if the need arises to liquidate the investment before maturity, e) diversification of the investment portfolio; and f) yield.

The Town maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

A. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.

The Town may invest various types of funds in a commingled pool in order to achieve efficiencies in the investment program. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium-term securities which will compliment each other in a laddered or barbell maturity structure. A dollar weighted average maturity of 365 days or less will be maintained and calculated by using the stated final maturity date of each security.

B. Investment strategies for debt service funds, if invested separately, shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date. The dollar weighted average maturity will be 180 days or less to accomplish this goal.

C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium. Such securities will tend to hold their value during economic cycles. The dollar weighted average maturity will be no greater than 730 days.

D. Investment strategies for special projects or special purpose fund portfolios, if invested separately, will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date. The dollar weighted average maturity will be 90 days or less to accomplish this goal.

E. Investment strategies for capital project funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date. The dollar weighted average maturity will be 365 days or less to accomplish this goal.

11.04 Objective

In terms of day-to-day investment purposes, the core objectives of the Town's investment policy shall be to first preserve the capital in the overall portfolio. Each investment transaction shall seek to first ensure that capital losses are

avoided, whether they are from securities defaults or erosion of market value. The second objective shall be liquidity and the final objective shall be the yield of the investment.

A. To prevent the possibility of loss of resources, the Town will attempt to identify and limit exposure to market price risk and default risk, or not invest in a manner which is contrary to applicable Federal and State regulations. To further protect the Town's resources, credit rating changes for securities held by the Town will be monitored in coordination with the Town's financial advisor.

B. To enable the Town to meet operating requirements that might be reasonably anticipated, the Town's investment portfolio will remain sufficiently liquid. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

C. Management of the investment portfolio will strive to achieve a rate of return commensurate with the legal, safety and liquidity considerations. In any event, yield should exceed the average rate of return of secondarily-traded three (3) months U.S. Treasury Bills, or the monthly average of the Federal Funds Effective rate, whichever is higher. The first measure of success in this area will be the attainment of enough income to offset inflationary increases. Even though steps will be taken to obtain this goal, the Town's staff shall constantly be cognizant of risk limitations pursuant to the provisions of the amended Public Funds Investment Act, Section 2256.006(a) of the Texas Government Code.

D. All participants in the investment process shall seek to act responsibly as stewards of public assets. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment programs, or which could impair their ability to make impartial investment decisions. Any investment officer who is related within the second degree by affinity or consanguinity as determined pursuant to the Texas nepotism statute, Chapter 573 of the Texas Government Code, as amended, to an individual seeking to sell an investment to the Town, or who has a prohibited personal business relationship, as defined in Section 2256.005 of the Texas Government Code, as amended, shall file a statement disclosing that relationship and any personal business relationship or material financial interests with the Town Council and the Texas Ethics Commission. The Director of Treasury Operations, or anyone involved in investment activity, shall avoid any transactions that might impair public confidence in the Town's ability to govern effectively. The governing body recognizes that in diversifying the portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the content of the overall portfolio's investment return, provided that adequate diversification has been implemented.

11.05 Investment Committee

There is hereby created an Investment Committee consisting of the Town Manager and/or his designee, the Assistant Town Manager/Chief Financial Officer (CFO) and/or his designee, and the Director of Treasury Operations. The Investment Committee shall meet at least quarterly to determine general strategies and to monitor results. Included in its deliberations will be such topics as: economic outlook, portfolio diversification, maturity structure, potential risk to the Town's funds, authorization of brokers and dealers, and the target rate of return on the investment portfolio. The committee shall establish its own rules of procedures, including, but not limited to maintaining a record of their meetings and discussions included therein.

11.06 Responsibility and Standard

A. The management responsibility for the investment program is hereby delegated to the CFO who shall establish written procedures for the operation of the investment program, consistent with this investment policy. Such procedures shall include explicit delegation of authority to the individual(s) responsible for investment transactions. The primary individual who shall be involved in investment activities will be the Director of Treasury Operations. Both the CFO and the Director of Treasury Operations are designated as investment officers. To ensure the maturity and the quality and capability of the investment management, the investment officers are required to have three years of progressively responsible experience. Accordingly, the investment officers shall attend at least one training session containing at least 10 hours of instruction relating to their responsibility under the Act within 12 months after assuming duties. Thereafter, the investment officers shall attend additional investment training sessions containing at least 8 hours of instruction relating to investment responsibilities under the Act not less than once every two years, beginning on the first day of the Town's fiscal year, October 1, and consisting of the two consecutive fiscal years after that date. The training sessions must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with the Public Funds Investment Act. The investment training sessions shall be provided by an independent source approved by the Investment Committee. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other sponsor other than a business organization with whom the Town may engage in an investment transaction. No persons may engage in investment transactions except as provided under the terms of this policy and the procedures established by the CFO. The CFO shall be responsible for all transactions undertaken, and shall establish a system of control to regulate the activities of the Director of Treasury Operations. The controls shall include a monthly review and an annual review by an external auditor. The reviews will provide internal control by assuring compliance with policies and procedures.

B. The Town Manager, CFO, Director of Treasury Operations, and other Town employees associated with investment functions shall be personally indemnified in the event of investment loss provided the Investment Policies and Guidelines are followed.

C. The standard of prudence to be used by the investment officials shall be the Prudent Investor Rule, and will be applied in the context of managing an overall portfolio: Investments shall be made with judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officials meeting this standard will be relieved of personal responsibilities for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

D. The CFO shall direct the preparation and presentation of a written report on the Town's investment transactions for the preceding reporting period for the Town Council and Town Manager. The report shall be provided quarterly, and shall contain the following:

1. A detailed description of the investment position of the Town as of the end of the reporting period.

2. A summary statement of each pooled fund covering:

   a. Beginning market value for the period (monitored by the Wall Street Journal and software).

   b. The book and market value of each invested asset at the end of the reporting period by type of fund.

3. The maturity date of each invested asset.

4. Fully accrued interest for the period.

5. The fund group for each individual investment.

6. The compliance of the investment portfolio of the Town as it relates to the investment strategy of the Town and the Public Funds Investment Act.
7. Signatures of all investment officers.

E. The guidelines of retaining records for seven years, as recommended in the Texas State Library Municipal Records Manual should be followed. The Director of Treasury Operations shall oversee the filing and/or storing

of investment records.

F. Wire transfer authorization forms shall be kept on file with banking institutions. The authorization form shall identify individuals authorized to make wire transfers and the institutions designated to receive the wire transfer. The Director of Treasury Operations or other authorized representative of the Town should complete a transfer notice and give it to the proper Finance Department personnel. The transfer confirmation received from the bank should be agreed with this notice and the appropriate journal entry made. Wire transfers shall not be executed without written confirmation from authorized Town staff and the proper exchange and verification of personal identification numbers. The Director of Treasury Operations will be authorized to execute repetitive transfers based on appropriate security measures, as established by the CFO.

G. In the event of the absence of the Director of Treasury Operations, the authority to invest shall be regulated by the controls and procedures outlined by the CFO.

11.07 <u>Investment</u>

A. Idle funds of the Town of Flower Mound may be invested in:

1. Obligations of the United States of America, its agencies and instrumentalities (maturing in five (5) years or less).

2. Direct obligations of the State of Texas and agencies thereof (maturing in two (2) years) or less.

3. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or United States of America or their agencies and instrumentalities (maturing in less than two (2) years) including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.

4. Obligations of the states, agencies thereof, counties, cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than “A” or its equivalent (maturing in two (2) years or less).

5. Certificates of deposit and share certificates (maturing in two (2) years or less) issued by state and/or national banks or savings and loans associations with main or branch offices in Texas that are:

a. Guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Share

Insurance Fund (NCUSIF) or their successors; or

b. Secured as described in section 11.09 Principal Protection and Safekeeping.

In addition to the authority to invest funds in certificates of deposit, funds which are secured as described in Section 11.09 Principal Protection and Safekeeping, are invested through:

a. A broker that has its main office or branch office in Texas and is selected from a list adopted by the Investment Committee; or

b. A depository institution that has its main office or branch office in Texas and is selected by the Town.

6. Fully collateralized direct repurchase agreements with a defined termination date secured by a combination of cash and obligations of the United States or its agencies and instrumentalities. Purchases are required to be pledged to the entity, held in the entity's name and deposited at the time investment is made with the entity or a third party, selected by the Director of Treasury Operations, other than an agency for the pledgor. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas. Each issuer of repurchase agreements must sign a copy of the Town's Master Repurchase Agreement (termination date must be 30 days or less).

7. An eligible investment pool, if the Town Council by official Town action authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. Funds may be invested in money market mutual funds to the extent permitted by and consistent with state statutes and the investment policies and objectives adopted by the investment pool and by providing, at a minimum, the following information:

a. The types of investments in which money is allowed to be invested.

b. The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.

c. The maximum stated maturity date of any investment security within the portfolio.

d. The objectives of the pool.

e. The size of the pool.

f. The names of the members of the advisory board of the pool and the dates their terms expire.

g. The custodian bank that will safekeep the pool's assets.

h. Whether the intent of the pool is to maintain a net asset value of $1 and the risk of market price fluctuation.

i. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.

j. The name and address of the independent auditor of the pool.

k. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.

l. The performance history of the pool, including yield, average dollar weighted average maturities, and expense ratios.

m. Information presented in disclosure instruments or reports must be posted on Internet websites.

n. Annual audited financial statements must be made available.

o. Disclose fee breakpoints and state the lowest possible level of return based on the smallest level of funds invested.

To be eligible to receive funds from and investments on behalf of the Town, an investment pool must be rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. (Maximum dollar average weighted maturity must be 60 days or less).

To maintain eligibility to receive funds from and invest funds on behalf of the Town, an investment pool must furnish to the investment officer investment transaction confirmations and a monthly report that contains, at a minimum, the following information:

a. The types and percentage breakdown of securities in which the pool has invested.

b. The current average dollar-weighted maturity, based on the

stated maturity date, of the pool.

c. The current percentage of the pool's portfolio in investments that have stated maturities more than one year.

d. The book value verses the market value of the pool's portfolio, using amortized cost valuation.

e. The size of the pool.

f. The number of participants in the pool.

g. The custodian bank that is safekeeping the assets of the pool.

h. A listing of daily transaction activity of the entities participating in the pool.

i. The yield and expense ratio of the pool and a statement regarding how yield is calculated.

j. The portfolio managers of the pool.

k. Any changes or addenda to the offering circular.

The Town, by contract, may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, yield shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the Federal Securities and Exchange Commission ("SEC"). If an investment pool is functioning as a money market mutual fund, yield must be reported in accordance with the SEC.

8. No-load money market mutual funds regulated by the Securities and Exchange Commission which have a dollar weighted average stated maturity of 90 days or fewer and include in their investment objectives the maintenance of a stable net asset value of $1 for each share. A no-load mutual fund is an authorized investment under this subchapter if the mutual fund is registered with the Securities and Exchange Commission, has an average weighted maturity less than two years, is invested exclusively in obligations approved by Chapter 2256.014, Government Code, is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent, and conforms to the requirements set forth in Sections 2256.016(b) and (c), Government Code, relating to the eligibility of investment pools

to receive and invest funds of investing entities. The Town of Flower Mound is not authorized to invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as herein set forth above, or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund as herein set out above in an amount that exceeds 10% of the total assets of the mutual fund.

B. The Town's authorized investment options are more restrictive than those allowed by state law. Furthermore, this policy specifically prohibits investment in the following investment securities:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

4. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

C. It is the policy of the Town of Flower Mound to diversify its investment portfolios. The diversification will protect interest income from the volatility of interest rates and the avoidance of undue concentration of assets in a specific maturity sector; therefore, portfolio maturities shall be staggered. Securities shall also be selected which provide for stability of income and reasonable liquidity. Diversification strategies shall be determined and revised periodically by the Investment Committee. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Risk of market price volatility shall be controlled through maturity diversification such that aggregate price losses on instruments with maturities exceeding one (1) year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

2. The Investment Committee shall establish strategies and guidelines for the percentage of the total portfolio that may be invested in U.S. Treasury Securities, federal agencies instrumentalities, repurchase agreements, insured/collateralized certificates of deposit and other

securities or obligations. The Investment Committee shall conduct a quarterly review of these guidelines, and shall evaluate the probability of market and default risk in various investment sectors as part of its considerations.

Risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types according to the following limitations:

Investment Type	% of Portfolio
• U.S. Treasury Notes/Bonds/Bills	100%
• U.S. Agencies and Instrumentalities	75%
• State of Texas Obligations & Agencies	10%
• No-Load Money Market Mutual Fund	25%
• Local Government Investment Pools	70%
• Local Government Obligations	10%
• Repurchase Agreements - Operating	10%
• Repurchase Agreements - Construction	100%
• Certificates of Deposit	100%

D. Investments will be solicited on a competitive basis with at least three (3) institutions. The Investment Committee can approve exceptions on a case by case basis or on a general basis in the form of guidelines. These guidelines shall take into consideration the investment type maturity date, amount, and potential disruptiveness to the Town's investment strategy. The investment will be made with the broker/dealer offering the best yield/quality to the Town.

11.08 Selection of Banks and Dealers

A. Town Council shall, by ordinance, select and designate one banking institution as the primary depository for the monies and funds of the Town. The primary depository shall be selected based on solvency and stability and secondly, on rate of interest, services, and cost.

B. The Director of Treasury Operations shall conduct a comprehensive review of the prospective primary depository’s credit characteristics and financial history.

C. The primary depository shall be selected through a formalized bidding process in response to the Town's request for proposal (RFP) outlining all services required. The Investment Committee shall have the discretion to determine the time span for rebidding the banking services contract; however, a five-year period will be the maximum length of time between rebidding, as permitted by state law.

D. Banks and savings and loans associations seeking to establish eligibility for the Town's competitive certificate of deposit purchase program, shall submit financial statements, evidence of federal insurance and other

information as required by the Director of Treasury Operations.

E. The Investment Committee shall be responsible for selecting brokers and dealers of government securities. Their selection shall be among only primary government securities dealers that report directly to the New York Federal Reserve Bank or other secondary firms that are adequately financed to conduct public business. The Investment Committee shall base its evaluation of security dealers and financial institutions upon:

1. Financial conditions, strength and capability to fulfill commitments.

2. Overall reputation with other dealers and investors.

3. Regulatory status of the dealer.

4. Background and expertise of the individual representatives.

F. Approved brokers and dealers must complete Exhibit A and return it to the Director of Treasury Operations. In dealing with Town funds, the Director of Treasury Operations shall conduct business with securities dealers approved annually by the Investment Committee or with banks selected as outlined above.

11.09 <u>Principal Protection and Safekeeping</u>

A. All bank and savings and loan associations deposits and investments of Town funds shall be secured by pledged collateral with a market value equal to no less than 103 percent of the principal plus accrued interest less an amount insured by FDIC or NCUSIF. Evidence of proper collateralization in the form of original safekeeping receipts held in institution's trust department or at a third party institution not affiliated with the bank or bank holding company will be maintained in the office of the Director of Treasury Operations at all times. The CFO, Director of Treasury Operations, or other authorized Town representative will approve and release all pledged collateral. Collateral will be reviewed monthly to assure the market value of the securities pledged exceeds the related bank balances. The Town shall request additional collateral in the event that deposits are not sufficiently protected by the pledged collateral.

B. Safekeeping procedures shall be established by the Investment Committee which clearly define steps for gaining access to the collateral should the Town determine that the Town's funds are in jeopardy. Collateral safekeeping and substitution agreements will be a part of the procedure.

C. Only securities allowed by the Public Funds Collateral Act shall be eligible to be pledged as collateral. The CFO has the discretion to additionally restrict the securities used as collateral.

D. All security transactions will be accomplished with authorized security dealers and financial institutions on a delivery-versus-payment (DVP) basis. Securities will be held by the Town's safekeeping agent, which shall be selected through a competitive process (RFP) or that agent's representative in New York City, or in its account at the Federal Reserve Bank.

EXHIBIT A

TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of the **Town of Flower Mound** (the Investor) and _____ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the Act), in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter into an investment transaction with the Town of Flower Mound as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Town of Flower Mound; and

3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Town of Flower Mound that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

_____

Name:_____

Title:_____

Date:_____

EXHIBIT B

INVESTMENT GLOSSARY

AGENCIES: Federal agency securities.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft, bill, or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT: The official annual report for the Town of Flower Mound. It includes combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money instruments that are issued a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States.

Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHM mortgages. The term “pass throughs” is often used to describe Ginnie Maes.

LETTERS OF CREDIT: A financial instrument in which the issuing bank promises to pay a third party on behalf of a second party.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable sized can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

NATIONAL CREDIT UNION SHARE INSURANCE FUND: The federal fund to insure member's deposits in federally insured credit unions. Administered by the National Credit Union Administration, and is backed by the "full faith and credit" of the U.S. Government.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few

unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states, the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: A medium-term coupon-bearing U.S. Treasury securities issued as direct obligation of the U.S .Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule and net capital ratio.* Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

_____

The Town of Flower Mound Investment Policy is hereby approved this 20th day of September 2021.

_____

Debra Wallace, Interim Town Manager/CFO

TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: September 20, 2021

FROM: Andy Kancel, Acting Fire Chief

ITEM: **Consider approval of an Interlocal Cooperation Contract and Memorandum of Agreement with North Central Texas Trauma Regional Advisory Council (NCTTRAC) for the utilization of an ambulance bus (AMBUS) for state, regional and local deployments, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The Flower Mound Fire Department has gained significant experience with State-wide response through numerous deployments with both the Texas Intrastate Fire Mutual Aid System (TIFMAS) for wildfires as well as the Department of State Health Services (DSHS) Emergency Medical Task Force (EMTF) for hurricanes and tornadoes and other medical response needs. Flower Mound became an AMBUS host-agency in 2015 and houses one of the four AMBUS units in this region. The others are in Frisco, Cedar Hill and Ft. Worth. The State is in the process of updating the AMBUS fleet and earlier this year, NCTTRAC issued a Request for Proposal to the four AMBUS host agencies in DFW to replace their existing AMBUS. After applying, Flower Mound Fire Department was selected as the agency with the highest participation level and therefore awarded the new vehicle.

The primary mission of the AMBUS is to be available to move many patients at one time during disaster responses. Other uses for the AMBUS are for local and mutual aid responses and large event stand-by. As part of this agreement, we are required to enter into a contract with NCTTRAC for the provision of the AMBUS, and continue to participate as part of the Texas Emergency Medical Task Force (EMTF) program in this new role by providing the DSHS-licensed AMBUS and personnel on a 24/7/365 basis in accordance with the TX EMTF MOA.

FISCAL IMPACT: **$**1,500.00

Proposed Expenditure/ (Revenue):	Account Number(s):
$1,500.00	100-660-61000-4020 Maintenance

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

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

ATTACHMENTS:

1. Interlocal Cooperation Contract AMBUS Project 2020-2021-A

DRAFT MOTIONS: Move to approve the Interlocal Cooperation Contract with North Central Texas Trauma Regional Advisory Council (NCTTRAC) for the utilization of an ambulance bus (AMBUS) for state, regional and local deployments, and authorize the Mayor to execute same on behalf of the Town.

INTERLOCAL COOPERATION CONTRACT
AMBUS Project 2.0 2021

The State of Texas

County of Tarrant

THIS INTERLOCAL COOPERATION CONTRACT ("CONTRACT"), also known as the AMBUS Project (2020-2021-A), is made and entered into this __ day of _____ 2021 pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "ACT"), and is by and between the North Central Texas Trauma Regional Advisory Council (hereafter "NCTTRAC"), a Texas non-profit corporation and the Town of Flower Mound , Texas ("Receiving Agency"), a home rule municipal corporation, (hereinafter collectively the "Parties") and shall be considered effective the ___day of _____, 2021 ("Effective Date").

Accordingly, the Parties agree as follows:

I. LEGAL AUTHORITY

The parties represent and warrant that:

1. NCTTRAC is a non-profit corporation created under Texas Administrative Code Title 25, Part 1, Chapter 157 and operated to provide one or more governmental functions and services, and is defined as a "Political Subdivision" per §791.003 (3d) and §791.003 (5), and
2. The Receiving Agency is eligible to contract with NCTTRAC under the ACT because it is one of the following: a local government, as defined in the ACT (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities), a state agency (an agency of the State of Texas as defined in §771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and
3. The Receiving Agency and NCTTRAC possess adequate legal authority to enter into this CONTRACT.
4. The Receiving Agency and NCTTRAC in paying for the performance of governmental functions or in performing such governmental functions pursuant to the CONTRACT shall make payments therefore only from current revenues legally available to such party that are legally permissible.
5. The governing bodies of each entity believe that this CONTRACT is beneficial to the public and that each party had the legal authority to provide the governmental function which is the subject of the CONTRACT.

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Receiving Agency and the NCTTRAC agree to provide services as set forth in the statement of work attached as "Schedule (A) – AMBUS Project", "Exhibit (A) – Equipment List", "Exhibit (B) – Affidavit of Insurance or Other Means of Replacement", and "Exhibit (C) – NCTTRAC Performance Measures, which schedules and exhibits are incorporated herein for all purposes.

Equipment provided by NCTTRAC under this CONTRACT, as described on Exhibit A to this Contract known as the "Equipment List AMBUS Project," is provided to the Receiving Agency at no market fees for goods or services. In lieu of payment for the use of the AMBUS, the Receiving Agency shall be responsible for various fees and costs associated with the AMBUS as provided for in the attached Schedules.

III. BASIS FOR CALCULATING FEES AND COSTS:

The basis and responsibility for any reimbursable fees and costs by Receiving Agency is outlined in the statement of work attached as Schedule (A) – AMBUS Project, Exhibit (A) – Equipment List, and Exhibit (B) – Affidavit of Insurance or Other Means of Replacement.

IV. CONTRACT AMOUNT:

Equipment provided by NCTTRAC under this CONTRACT is provided to the Receiving Agency at no market fees for goods or services.

V. PAYMENTS OWED:

The basis and responsibility for any reimbursable fees for services is outlined in the statement of work attached as Schedule (A) – AMBUS Project, Exhibit (A) – Equipment List, and Exhibit (B) – Affidavit of Insurance or Other Means of Replacement.

VI. TERM OF CONTRACT:

This CONTRACT is effective as of the date of the last signature. This CONTRACT is effective as of the Effective Date and shall continue in effect until June 30th, 2024 (the "Initial Term"). Following the Initial Term, the parties may extend the CONTRACT for additional terms upon mutual, written consent.

VII. TERMINATON:

This CONTRACT may be terminated by either the Receiving Agency or NCTTRAC when one of the following occurs:

1. Either party requests termination in writing with 30 days notice;
2. Immediately if the prime award to NCTTRAC is terminated by the Texas Department of State Health Services (DSHS); or
3. NCTTRAC no longer serves as the DSHS Hospital Preparedness Program (HPP) contractor.

At the conclusion of the contractual relationship between the Receiving Agency and NCTTRAC, for any reason, title to any remaining equipment, supplies, or modifications that structurally affect the apparatus purchased for this project through NCTTRAC managed funds revert to NCTTRAC. Receiving Agency shall surrender and transfer all right, title and interest to any equipment, supplies, or modifications that structurally affect the apparatus to NCTTRAC. As to the apparatus, itself, equitable right, title and interest shall remain with NCTTRAC throughout this Contract, given that title shall be returned to it at the completion of the CONTRACT.

At the conclusion of the contractual relationship between DSHS and NCTTRAC, for any reason, title to any remaining equipment and supplies purchased for this project under HPP funds, reverts

to DSHS. At that time, and at the discretion of DSHS, the title may be transferred to a third party, or it may be retained by the Receiving Agency, as may be determined.

VIII. VENUE

This CONTRACT and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this CONTRACT are performable in Tarrant County, Texas such that exclusive venue for any action or dispute arising out of this CONTRACT shall be in state district court in Tarrant County, Texas.

IX. GENERAL PROVISIONS:

1. This CONTRACT is entered into by the duly authorized officials of each respective party.
2. Any notice required pursuant to this CONTRACT must be in writing and is properly given if hand delivered, or sent by certified or registered mail, or overnight courier service, to the Parties either at the address below for or at such other address as the Parties from time to time specify by written notice pursuant to this Section. Any such notice is considered delivered on the date of delivery if hand delivered, or upon confirmation if sent by certified or registered mail or an overnight courier service.

   If to NCTTRAC:
   NCTTRAC
   600 Six Flags Drive, Suite 160
   Arlington, Texas 76011

   If to Town of Flower Mound:

3. To the extent authorized by the laws and constitution of the State of Texas, the NCTTRAC and the Receiving Agency shall not be liable for any lost profits, special, incidental, consequential, or punitive damages, whether for breach of any express or implied warranties or otherwise. The NCTTRAC and the Receiving Agency do not warrant any goods or services shall be without defect, interruption, or suited for particular purposes. The Receiving Agency agrees to work cooperatively with NCTTRAC to maintain services to the best of both Parties' abilities.
4. During the term of this CONTRACT and any extensions thereto, the Receiving Agency assumes sole and exclusive responsibility and liability arising from the use, employment, deployment, redeployment, and reconstitution of the AMBUS and supporting equipment in accordance with the provisions of law and regulations which govern their activities. Receiving Agency shall be responsible and liable, regardless of fault, for any damage that may arise during the time period they are in possession of usage of any matters or items found in Schedule (A) – AMBUS Project and Exhibit (A) – Equipment List. This includes, but is not limited to: accidents, equipment damage, bodily injury, damage/repair of electronic equipment, theft/loss, damage to the equipment / vehicle.
5. In case any other provision hereof should be held to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision of this CONTRACT, and this CONTRACT shall be

construed as if such invalid, illegal or unenforceable provision had never been included in this CONTRACT.

6. It is understood by both parties that each will fulfill its responsibilities under this CONTRACT in accordance with the provisions of law and regulations which govern their activities. Nothing in this CONTRACT is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this CONTRACT consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict up to, and including, forfeiture of the use and return to NCTTRAC those assets described in the statement of work attached as Schedule (A) and in the Equipment List – Exhibit (A).
7. This CONTRACT constitutes the entire CONTRACT hereto with respect to the subject matter hereof and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this CONTRACT. No amendment, modification, or alteration of the terms of the CONTRACT shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.
8. Each person signing this CONTRACT on behalf of a party hereby confirms for the benefit of the other party to this CONTRACT that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.
9. Force Majeure – Either party may be excused from performance under this CONTRACT for any period that such party is prevented from performing its obligations in whole or in part as a result of any act of God, war, civil disturbance, epidemic, court order, or other event outside the control of such party, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control.
10. Neither party has authority for and on behalf of the other except as provided in this CONTRACT. No other authority, power, partnership, use or rights are granted or implied except as provided by Texas and or Federal laws and regulations, and as defined in Schedule (A) to this CONTRACT.
11. Neither party may incur any debt, obligation, expense, or liability of any kind on behalf of the other party without the other party's express written approval.
12. To the fullest extent permitted by law, the Receiving Agency will defend and indemnify NCTTRAC, its directors, employees, agents, and representatives (the "Indemnities") and hold the Indemnities harmless and defend Indemnities against any damage, claims, suits actions, liabilities, loss, penalties, costs, and expenses including, without limitation, reasonable attorneys' fees arising out of or alleged to have arisen from or in any way connected to
    i. the use of the equipment by the contractor,
    ii. a breach of any of the representations, warranties, or obligations of this CONTRACT by NCTTRAC,
    iii. any claims (whether founded or unfounded) of any nature or character, including but not limited to those under "General Provisions," Section 4 (above), or
    iv. any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by NCTTRAC or any of its employees, agents, representatives, or contractors.
13. NCTTRAC will defend and indemnify the Receiving Agency, its elected officials, directors, officers, employees, agents and representatives (the "Receiving

Agency Indemnities") and hold the Receiving Agency Indemnities harmless against any damages, claims, suits, actions, liabilities, loss, penalties, costs and expenses including, without limitation reasonable attorneys' fees, arising out of NCTTRAC's negligent acts or omissions related to the Hospital Preparedness Program.

X. CONTRACT SIGNATURES:

The UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performance of this CONTRACT. It is mutually understood that this CONTRACT shall be effective if signed by a person authorized to do so according to the normal operating procedures of said party. If the governing body of a party is required to approve this CONTRACT, it shall not become effective until approved by the governing body of that party. In that event, this CONTRACT shall be executed by the duly authorized official(s) of the party as expressed in an approving resolution or order of the governing body of said party, a copy of which shall be attached to this CONTRACT.

RECEIVING AGENCY **TOWN OF FLOWER MOUND**	
APPROVED AS TO FORM AND LEGALITY:	
ATTEST:	
Attorney (or Designee) Name	Receiving Agency Authority Name
Title	Title
Attorney (or Designee) Signature	Signature
Date of Signature	Date of Signature
PERFORMING AGENCY **NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL**	
APPROVED AS TO FORM AND LEGALITY:	
ATTEST:	
Attorney (or Designee) Name	NCTTRAC Authority Name
Title	Title
Signature	Signature
Date of Signature	Date of Signature

SCHEDULE (A)
AMBUS PROJECT 2021

I. Purpose of CONTRACT

It is the purpose of this CONTRACT to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties as they relate to the utilization of ambulance buses (AMBUS) purchased with NCTTRAC managed funds.

II. Project Description

The AMBUS is one component of the Texas Emergency Medical Task Force (EMTF) Project. The EMTF Project was developed by the Texas Department of State Health Services (DSHS) to create a network of rapidly deployable, regionally based emergency medical assets across Texas. North Central Texas Trauma Regional Advisory Council (NCTTRAC) is contracted by DSHS to administer the EMTF Project within Trauma Service Areas (TSA) C, D, and E; these TSAs together form EMTF Region 2.

The Receiving Agency under this CONTRACT is considered the "owner" of the AMBUS and holds title to the AMBUS during the term of this CONTRACT and is subject to applicable state and federal laws. The Receiving Agency will insure, store, maintain, and appropriately staff the AMBUS during the time it retains ownership of the AMBUS.

The AMBUS may be deployed outside the Receiving Agency's jurisdiction on a State Mission Assignment (SMA). On an SMA, the Receiving Agency's operational costs will be reimbursed per separate agreement(s). Other federal, state, and local provisions may also apply.

The Receiving Agency maintains authority for daily use of the AMBUS. If other jurisdictions issue a mutual aid request for use of the AMBUS, and the AMBUS is available, the Receiving Agency will provide priority support to jurisdictions within Emergency Medical Task Force Region 2, with follow-on consideration to support requests from other regions, the state, and the federal government. Requests for an AMBUS deployment outside the Receiving Agency's jurisdiction will be routed to the Receiving Agency in compliance with Texas Emergency Management Act, Chapter 418, Texas Government Code, and the Texas Disaster Act of 1975.

Final authority for the deployment of the AMBUS rests with the Receiving Agency.

An Equipment List is attached as Exhibit (A) to this CONTRACT.

III. Purpose

The AMBUS Project supports state, regional, and local preparedness by providing multiple patient care and transport capabilities for use in, but not limited to, hospital evacuations, mass casualty incidents, onsite medical rehabilitation, and command capabilities.

IV. Responsibilities of the Parties Under CONTRACT

In consideration of the mutual aims, desires and promises of the parties to this CONTRACT, and, in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this CONTRACT shall be as follows:

A. The Receiving Agency shall:

1) Acquire and maintain a Texas Department of State Health Services (DSHS) EMS Providers license in compliance with all applicable rules and laws as set forth by DSHS and as established by and within the State of Texas to allow the Receiving Agency to own and operate the AMBUS in accordance with the signed CONTRACT. Failure to acquire or maintain the required and appropriate DSHS licensure within thirty (30) days of taking possession of the AMBUS will result in the immediate forfeiture of possession, title, and ownership of the AMBUS, and the subsequent return of the AMBUS and all associated equipment (Exhibit A) to NCTTRAC to include transfer of AMBUS title and ownership to NCTTRAC.
2) Sign the Texas Department of State Health Services Non-Expendable Personal Property Report Form (Form GC-11) and Property Transfer Record when the AMBUS is acquired from NCTTRAC.
3) Enter into a contract with NCTTRAC to participate as part of the Texas Emergency Medical Task Force (EMTF) program by providing the DSHS licensed AMBUS and personnel on a 24/7/365 basis in accordance with the TX EMTF Memorandum of Agreement (MOA).
4) Participate as a mutual aid partner to cooperative agencies by providing the asset and personnel on a 24/7/365 basis for up to twenty-four (24) hours.
5) Be a DSHS licensed EMS Provider, 911 Providers preferred, capable of providing:
    a. ALS level of care or higher
    b. ACLS or equivalent capability
    c. PALS or equivalent capability
6) License/maintain license of AMBUS as a “Specialized” EMS vehicle per DSHS rule. When used as a “Specialized” EMS vehicle, staffing must comply with DSHS rule.
7) Maintain insurance or other means of replacing the AMBUS and issued ancillary equipment as provided under HPP funding. Total cost of equipment is $929,210.00 Complete and return to NCTTRAC Exhibit (B) – Affidavit of Insurance or Other Means of Replacement. If insurance is provided by a third-party policy, Receiving Agency will provide to NCTTRAC a copy of the Certificate of Insurance. Proof of insurance shall be provided for each successive term of insurance throughout the entire term of the CONTRACT.
8) Be solely responsible for repair / replacement of equipment that is broken, damaged, or missing due to use, misuse, negligence, theft or outside of normal lifespan expectations.
9) Follow all manufacturer warranty procedures to complete repairs as may fall under the warranty and as directed in the manufacturers’ operations and maintenance manuals.
10) Ensure that all recall notices are completed in a timely manner by an authorized service provider in compliance with the manufacturer’s specifications.
11) Ensure that all repairs are made by an authorized service provider and in compliance with the manufacturer’s specifications.
12) Perform and document the completion of planned, preventive, and corrective maintenance and repairs to the AMBUS and ancillary equipment as indicated in the manufacturers’ operations and maintenance manuals.
13) Provide a secure, indoor housing environment that includes 50 amp shoreline power access.
14) Maintain the AMBUS in a state of operational readiness for emergency responses.
15) Provide a quarterly report of AMBUS costs and revenue in a standardized format to be agreed upon between the Parties.
16) Using standard HPP-specific inventory forms and processes, conduct an annual or special inventory of the AMBUS and ancillary equipment and provide to NCTTRAC upon request. NCTTRAC will provide support to Receiving Agency during the inventory process, as requested.

17) Maintain the AMBUS and Receiving Agency's National Incident Management System (NIMS) agency compliance.
18) Provide and maintain medical supplies commensurate with DSHS regulations, EMS Provider protocols/guidelines, and level of care established by the CONTRACT. Store and maintain pharmaceuticals, medical supplies, and medical equipment according to manufacturer's, DHSS', U.S. Drug Enforcement Agency's or any other governmental agency's recommendations and applicable regulations.
19) Provide minimum staffing of five certified/licensed EMS personnel with at least two paramedics and two EMTs. There must be at least one person assigned as the licensed vehicle operator, and at least one officer/supervisor assigned as the "AMBUS Crew Chief." The driver and the officer/supervisor can be the same person.
20) Provide personnel that are licensed to operate/drive the vehicle in compliance with the Texas Department of Public Safety. At least 75% of assigned AMBUS drivers must complete a specialized EMTF AMBUS driver course of instruction within one year of accepting the CONTRACT to host the AMBUS.
21) Provide defined minimum staffing as quickly as possible, but no later than two (2) hours after event notification for no-notice and short-notice events, including state-directed EMTF mission assignments.
22) Provide defined minimum staffing within two (2) hours for "notice" events.
23) Identify all points of contact within NCTTRAC's Crisis Application platforms, keep these points of contact up-to-date, and acknowledge tests, actual alerts, and activations on a 24/7/365 basis.
24) Report AMBUS status changes through NCTTRAC and state-designated online systems, and file after action reports denoting AMBUS activities and lessons learned.
25) Provide minor equipage as needed for use within the AMBUS for purposes such as administrative support and cleaning.
26) Participate in training and exercise requirements as outlined by Exhibit (C) – NCTTRAC Performance Measures to this CONTRACT.
27) Participate in ongoing quality and performance improvement efforts and events hosted both regionally and by state authorities that may require periodic overnight travel.
28) Participate as an active member of EMTF-2 Subcommittee and the Regional Emergency Preparedness Committee (REPC) of NCTTRAC.
29) Notify NCTTRAC and make report in designated online system if the AMBUS is taken out of service for a period greater than four hours.
30) Notify NCTTRAC within 24 hours of occurrence of vehicle crash or damage involving the AMBUS to include any internal or external departmental and/or investigative reports.
31) Notify NCTTRAC if replacement of damaged or non-functional equipment is required, or any manufacturer warranty work.
32) Notify NCTTRAC for approval of any AMBUS upgrades, repairs, improvements, or alterations prior to conducting the work. Standard preventative maintenance activities do not require NCTTRAC pre-approval.
33) Notify NCTTRAC for consideration by EMTF stakeholders of any recommended changes to AMBUS-related medical response capabilities.
34) Request NCTTRAC approval of change to designated AMBUS host locations in advance of any permanent relocation.
35) Register and maintain AMBUS status in NCTTRAC's crisis applications.
36) Be responsible to ensure that the AMBUS apparatus, equipment, and supply items are continuously maintained in a manner to ensure the safe operations, operational readiness, response capability and effectiveness, and structural integrity of the AMBUS over the course of ownership and/or possession.
37) Comply with NCTTRAC performance requirements as outlined in Exhibit (C) – NCTTRAC Performance Measures.

38) For AMBUS non-emergency usage requests that would take the AMBUS outside of its assigned Trauma Service Area, the Receiving agency will request approval from NCTTRAC in advance of the event and will complete, submit, and comply with any associated non-emergency request forms as deemed appropriate by NCTTRAC.

B. NCTTRAC shall:

1) If Receiving Agency is not already a licensed DSHS EMS provider, NCTTRAC shall allow the Receiving agency to take temporary possession of the AMBUS for the purpose of acquiring a DSHS EMS Providers license. The Receiving Agency will be required to sign a *NCTTRAC Asset Transfer, Assignment and Assumption* prior to taking receipt of the AMBUS.
2) If Receiving Agency is not already a licensed DSHS EMS provider, NCTTRAC transfer of AMBUS title and final ownership to the Receiving Agency is contingent upon the Receiving Agency acquiring a DSHS EMS Providers license within thirty (30) days of signed CONTRACT. The Receiving Agency may request an extension of the thirty (30) day licensure acquisition period in writing to NCTTRAC prior to the termination of the thirty (30) day licensure acquisition period. NCTTRAC shall promptly approve or deny requests for extension pending review of circumstances resulting in the delayed licensure acquisition.
3) Allow the AMBUS to remain in the possession of the Receiving Agency with the understanding that the Receiving Agency will commit to its responsibilities as outlined in this CONTRACT.
4) Monitor the performance of the Receiving Agency regarding compliance with this CONTRACT and advise the Receiving Agency of any and all concerns regarding its performance.
5) Provide copies of manufacturers' manuals and warranty statements as available.
6) Coordinate with the Receiving Agency in determining reimbursable costs allowable of the AMBUS for HPP-sanctioned exercises conducted inside and outside the Receiving Agency's jurisdiction and within the geographic boundaries of EMTF-2, as allowed under DSHS HPP contract and as mutually agreed by both the Receiving Agency and NCTTRAC.

---------- End of Schedule (A) ----------

EXHIBIT (A)
EQUIPMENT LIST
AMBUS PROJECT 2021

The Receiving Agency will assume financial and legal responsibility for liability and insurance for a value no less than the total replacement cost of vehicle and supplied equipment as provided below:

a. NCTTRAC will provide the following:
    1. General Truck and Body, Ambulance Bus 2.0
    2. (2) powered rolling gurney – type stretchers
    3. (20) Talon II collapsible litters
    4. (1) WVSM Kit (20 WVSMs, 2 cases with tablets)
    5. (1) MSAT unit and ancillary equipment
b. The agency awarded the AMBUS 2.0 must agree to provide the following equipment:
    1. Minimum (2) cardiac monitors with ancillary equipment
    2. Knox Box Med Vault
    3. One 700 - 800 / VHF commercial dual band mobile radio and ancillary equipment
    4. One 700 - 800 / UHF commercial dual band mobile radio and ancillary equipment
    5. Medications for MICU care per agency protocols
    6. EMS supplies for MICU care of multiple patients
    7. Bulk medical supplies for care of pts
    8. Backboards / stair chairs
    9. Laptops / ePCRs for provider use, docking stations and ancillary equipment
    10. (6) H size medical O2 cylinders
    11. Other item(s) as set forth by the TXEMTF AMBUS Workgroup to standardize all AMBUS(s) statewide

Total acquisition value of above items for insurance purposes is: $929,210.00

---------- End of Exhibit (A) --------

EXHIBIT (B)
AFFIDAVIT OF INSURANCE
OR OTHER MEANS OF REPLACEMENT
AMBUS PROJECT 2021

Receiving Agency: _____
Address: _____
City, State, Zip code _____

In accordance with the AMBUS Project 2021 Interlocal Cooperation Contract, Schedule A, Section IV, paragraph (A)(7),

I, _____, hereby swear or affirm that
(Insert Signatory Name Above)

_____ holds the required amount of
(Insert Receiving Agency Name Above)

insurance, or other means of replacement, for the total value of the AMBUS and issued equipment.

☐ Check box if insurance is provided by a third party

☐ Check box if Receiving Agency is self-insured

ATTEST: _____
< Insert Signature Above>

_____
<Insert Printed Signatory Name Above>

_____
<Insert Printed Signatory Title Above>

_____
<Insert Date of Signature Above>

☐ Third Party insurance certificate is attached

Return form(s) to: NCTTRAC
600 Six Flags Drive, Suite 160
Arlington, TX 76011

---------- End of Exhibit (B) --------

EXHIBIT (C)
NCTTRAC Performance Measures
AMBUS PROJECT 2021

Receiving Agency: _____
Address: _____
City, State, Zip code: _____

The Receiving Agency shall execute all performance elements found below and provide support documentation to NCTTRAC upon request, no less than once per year during the term of the CONTRACT. Failure to comply with all performance elements listed below could result in Receiving Agency forfeiture of the AMBUS.

- Maintain records of all AMBUS responses and/or mutual aid activity at the local, regional, and state level. (Provided quarterly in a standardized format provided by NCTTRAC)
- Maintain record of participation in all local, regional, and/or state sponsored special event support (Provided quarterly in a standardized format provided by NCTTRAC)
- Maintain record of participation in all local, regional and/or state sponsored training and exercise events (Provided quarterly in a standardized format provided by NCTTRAC)
- Attend a minimum of 75% of all regional EMTF-2 Subcommittee/AMBUS meetings
- Participate in a minimum of 75% of state sponsored AMBUS MSAT drills
- Participate in a minimum of one DPS AMBUS driving course annually
- Conduct an annual inventory of all AMBUS equipment, and provide to NCTTRAC using the GC-11 format
- Participate in at least one full-scale exercise annually
- Provide a quarterly report of AMBUS costs and revenue in a standardized format to be agreed upon between the parties.
- Provide a quarterly report of AMBUS preventative maintenance activities in a standardized format to be agreed upon between the parties.

---------- End of Exhibit (C) --------

TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: September 20, 2021

FROM: David Stallings, Traffic Operations Manager

ITEM: **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.**

BACKGROUND INFORMATION: In order to expedite timely order of traffic signal detection systems and for the Town of Flower Mound, the Transportation Services Division is requesting to use the Houston-Galveston Area Council (H-GAC) contract for purchasing traffic signal detection systems and parts.

Transportation Services has determined that this contract will serve the needs of the Town and has requested to participate in order to take advantage of the contracted rates. The items available under this contract are traffic signal detection systems and replacement parts. Orders will be placed on an as needed basis only, and each purchase will be funded by the appropriate CIP or base budget project account.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $250,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
$250,000.00 estimated annually	Various Projects and Accounts

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. HGAC Executed Contract PE05-21

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

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Twincrest Inc., hereinafter referred to as the Contractor, having its principal place of business at 7625 Bellaire Drive South, Fort Worth, TX 76132.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins May 01 2021 and ends Apr 30 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all

subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all

obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill

any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*
H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:
(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY
H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE
To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST
No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ)

if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the 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 (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS
Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT
Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY
It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES
All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE
This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY
In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Twincrest Inc.		**H-GAC**	
Signature	DocuSigned by: Ian Lee F07983296D52490...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Ian Lee	Name	Chuck Wemple
Title	GM	Title	Executive Director
Date	5/20/2021	Date	5/20/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA) with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ‘‘Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor 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 subcontractors 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 certificate 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 ,000 and not more than ,000 for each such failure.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance 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 (Pub. L. 94-163, 89 Stat. 871).

TOWN COUNCIL AGENDA ITEM NO. 10
CONSENT ITEM

DATE: September 20, 2021

FROM: Robert Pegg, Assistant Director of Engineering

ITEM: **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.**

BACKGROUND INFORMATION: As part of the Heritage West residential development, the Park Board on March 5th, 2020 by a vote of 6-0 made a recommendation to Town Council that extensions to the 8-Foot Multi-Use Town Trail receive Park Fee reimbursement in the amount of $102,930.00 and Park Land dedication in the amount of .554 acres be accepted to satisfy Chapter 90 of the Town's Code of Ordinances ("Code").

The trail extensions run through a section of Master Planned Trail that will connect Shadow Ridge Park with the Community Activity Center at the corner of Spinks and Gerault. The Trail extension is a small portion of a larger Master Planned named trail as identified on the Town's Parks and Trails Master Plan as Bluebonnet Trail. This extension of both Bluebonnet Trail and .554 acres of Bluebonnet Park will serve residents of 6 major subdivisions surrounding the park and trail system.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $102,930.00

Proposed Expenditure/(Revenue):	Account Number(s):
$102,930.00	310-320-00000-6210

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

LEGAL REVIEW: Alicia Kreh of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Development Agreement as to form and legality.

ATTACHMENTS:

1. Development Agreement

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

DEVELOPMENT AGREEMENT FOR HERITAGE WEST

THIS DEVELOPMENT AGREEMENT FOR HERITAGE WEST ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the Town of Flower Mound, Texas (the "Town"), and Toll Southwest, LLC, a Texas limited liability company ("Developer"). The Town and Developer are each referred to herein as a "party" and collectively as the "parties."

W I T N E S S E T H:

WHEREAS, Developer proposes to develop roughly thirty (30) single-family dwelling units ("Project") on property encompassing approximately 12.699 acres in Flower Mound, Texas generally located north of Spinks Road and west of Gerault Road, as more particularly described by metes and bounds on **Exhibit A** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Town and Developer wish to address various development issues related to the Project, including the Project's park land dedication requirements, park fees, Developer's completion of an 8' trail and the Town's reimbursement and/or impact fee credits related thereto, all as more specifically described herein; and

WHEREAS, the Town and Developer acknowledge that the foregoing issues should be addressed through this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. Project Subject to Town Ordinances. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances related to the Project (subject to state law), and shall be subject to said ordinances, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town.

2. Park Dedication and Fee in Lieu. In satisfaction of Developer's obligations under The Flower Mound Code of Ordinances, Subpart B – "Land Development Regulations," Chapter 90 – "Subdivisions," Article VI – "Standards," Division 8 – "Parks and Recreational Areas," as amended ("Park Regulations") to dedicate park land and/or make a payment of cash in lieu of park land dedication, Developer shall (A) dedicate to the Town approximately 1.91 acres of land (approximately 0.554 acres of which is free of existing easements) in the location generally depicted on **Exhibit B** attached hereto and incorporated herein by reference for all purposes (the "Park Dedication"); and (B) make a one-time payment payable to the Town in the amount of $61,290.00 (to be accepted in lieu of the otherwise required park land dedication under the Park Regulations), subject to credits or reimbursement pursuant to Section 5 of this Agreement ("Fee In Lieu"). The

Park Dedication and the Fee In Lieu shall be the only park land dedication and/or fee in lieu of park land required by the Town for development of the Project and shall fully satisfy Developer's park land dedication requirements (or fee in lieu) under the Park Regulations. The Park Dedication shall be shown on the final plat for the Property and, subject to credits or reimbursement pursuant to Section 5 herein, the Fee In Lieu shall be provided by Developer to the Town prior to recording of the final plat in the Denton County real property records.

3. Park Development Fees. The parties agree that the total park development fees to be assessed for the Property and the Project under Section 90-446 of the Park Regulations is $41,640.00 ("Park Development Fee"). Developer shall be eligible for credits and/or reimbursement for the Park Development Fee and the Fee In Lieu as described in Section 5 herein.

4. Town Trail.

A. Developer agrees to construct an eight (8) foot wide hike and bike trail within the northern portion of the Property from east to west along an existing gas easement in the general location shown as the "Section B" trail on **Exhibit B**, to be located within a pedestrian access easement ("On-Site Trail"). Subject to the Town granting Developer a temporary construction access easement, Developer may construct an eight (8) foot wide hike and bike trail outside the boundaries of the Property connecting to Shadow Ridge Park in the general location shown as the "Section A" trail on **Exhibit B** on land owned by the Town (the "Section A Trail"). As a condition to and in order to facilitate Developer's construction of the Section A Trail, the Town shall grant Developer a temporary construction access easement in a form mutually agreed upon by the parties. After construction of the Section A Trail, the Town shall place such trail within a pedestrian access easement. Subject to the parties' acquisition of temporary construction access easements and pedestrian access easements on two adjacent parcels, Developer may construct (i) an eight (8) foot wide hike and bike trail outside the boundaries of the Property in the general location shown as the "Section C" trail on **Exhibit B** ("Section C Trail"); and/or (ii) an eight (8) foot wide hike and bike trail outside the boundaries of the Property in the general location shown as the "Section D" trail on **Exhibit B** ("Section D Trail"). In order to facilitate Developer's ability to construct the Section C Trail and/or the Section D Trail, the parties agree to work together to obtain the necessary temporary construction access easement(s), in a form mutually agreed upon by the parties, and pedestrian access easements from the necessary property owners that own the land upon which the Section C Trail and/or the Section D Trail, as applicable, are to be located. The pedestrian access easement for the Section C Trail may be granted via plat. The Section A Trail, the Section C Trail and the Section D Trail shall collectively be referred to herein as the "Off-Site Trail". The On-Site Trail and the Off-Site Trail shall collectively be referred to herein as the "Town Trail".

B. Prior to commencing construction of the Town Trail, or a portion thereof, Developer shall submit construction plans for the Town Trail, or portion thereof, to the Town for review and approval. Upon approval of the plans (which approval shall not be unreasonably withheld, conditioned or delayed), the Town shall issue Developer a notice

to proceed. Developer shall secure a maintenance bond in a form acceptable to the Town for a period of two (2) years from the date of the Town's acceptance of the Town Trail (or portion thereof, as applicable). The Town Trail may be completed in phases. Developer may submit, and the Town shall approve the plans for the On-Site Trail, the Section A Trail, the Section C Trail, and the Section D Trail, separately. Once any portion of the Town Trail is completed and accepted by the Town, the Town shall assume responsibility for such portion(s) of the Town Trail, including future maintenance thereof. Notwithstanding any statement to the contrary herein: (i) Developer's construction of the Section A Trail is contingent on the Town granting Developer a temporary construction access easement for the respective construction at no cost to Developer; (ii) the construction of the Section C Trail and/or the Section D Trail, as applicable, is contingent on the acquisition of both temporary construction access easements and pedestrian access easements on each of the two adjacent parcels, as applicable, in a form mutually agreed upon by the parties; (iii) Developer is not obligated and it shall not be a default hereunder if Developer does not construct the Off-Site Trail, or any portion thereof; however, if Developer does not construct all or a portion of the Off-Site Trail, Developer shall only be eligible for reimbursement or credits for portions of the Off-Site Trail (if any) that Developer constructs; (iv) completion of the Off-Site Trail or any portion thereof is not required prior to approval of any plat or receiving any building permits or certificates of occupancy for development of the Property or the Project; and (v) Developer may elect to complete a portion of the Off-Site Trail, so long as the portion connects to the On-Site Trail (either directly or for the Section D Trail by connection to the Section C Trail, which connects to the On-Site Trail), and be eligible for credits and/or reimbursement for such portion(s) prior to or without completion of the remainder of the Off-Site Trail.

5. Payment, Credits and Reimbursement. If Developer completes the Section A Trail, the Section C Trail, and/or the Section D Trail, upon completion and acceptance by the Town of each portion of the Off-Site Trail, respectively (which shall not be unreasonably withheld, conditioned or delayed), the Town agrees to provide Developer credits against the Park Development Fee and Fee In Lieu ("Park Fee Credit") or reimburse Developer from the Park Development Fee or Fee In Lieu already paid ("Park Fee Reimbursement"), as applicable, in an amount equal to the Off-Site Trail Costs (defined herein) attributable to the portion or portions of the Off-Site Trail completed by Developer, in accordance with the terms of this Section 5. "Off-Site Trail Costs" shall include the following costs expended or caused to be expended by Developer for the Off-Site Trail, or portion thereof: construction costs, off-site easement acquisition costs (if any) and all soft costs, including but not limited to all engineering and design costs, staking costs, and material testing costs. If the Off-Site Trail, or portion thereof, is completed prior to assessment and collection of the Park Development Fee and/or Fee In Lieu for the Property, then Developer shall receive the Park Fee Credit, which credit shall offset the park fees that would otherwise be due to the Town under the Town ordinances. Alternatively, if the Off-Site Trail, or portion thereof, is completed after park development fees have been collected by the Town for the Park Development Fee and/or the Fee In Lieu, then Developer shall receive a Park Fee Reimbursement from such fees previously collected. The Town will apply the Park Fee Credit or Park Fee Reimbursement, as applicable, to the Park Development Fee first. If the total Off-Site Trail Costs are greater than the Park Development Fee, then the Town shall apply the

remaining Park Fee Credit or Park Fee Reimbursement, as applicable, to the Fee In Lieu. If Developer completes the entire Off-Site Trail, the parties anticipate that the Off-Site Trail Costs will exceed the combined total of the Park Development Fee and Fee In Lieu; therefore, in such an instance, the parties envision that the Developer will receive a full credit or reimbursement, as applicable, for both the Park Development Fee and the Fee In Lieu. Notwithstanding anything to the contrary in this Agreement, the combined total of credits or reimbursements provided by the Town to Developer pursuant to this Agreement shall not exceed $102,930.00.

The Park Fee Credit and the Park Fee Reimbursement: (A) are not transferrable to any other property, regardless of ownership of same; (B) shall be fully assignable and transferable by Developer to purchasers of all or any portion of the Property upon written notice to the Town; and (C) shall be carried forward for at least ten years after issuance of the first building permit on the Property, until the Park Fee Credit is exhausted or the Park Fee Reimbursement has been paid in full (as applicable).

6. **Indemnity**. Developer agrees to indemnify, hold harmless, and defend the Town and its officers, agents, and employees from any and all claims, including, but not limited to, claims for pecuniary damages, attorney's fees, court costs, judgments, real and personal property damage, personal injury, and death, arising out of Developer's performance of this Agreement; provided that the foregoing shall not apply to any liability resulting from the gross negligence or willful misconduct of the Town, its officers, agents, or employees, and in the event of any such gross negligence or willful misconduct of the Town, its officers, agents, or employees, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. This Indemnity provision shall survive the termination of this Agreement.

7. **Captions and Headings.** The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

8. **Applicable Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

9. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested; or via hand-delivery service, or a courier service that provides a return receipt showing the date of actual delivery of the same to the addressee. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee set forth below or to such other address as either party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager's Office

If to Developer: Toll Southwest, LLC
c/o Toll Brothers
2555 SW Grapevine Parkway, Suite 100
Grapevine, TX 76051
Attn: Mike Boswell, Director of Land Development
mboswell@tollbrothers.com

with a copy to: Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attn: Laura Hoffmann
lhoffmann@winstead.com

10. Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the parties agree that this Agreement is not subject to Subchapter 1 of Chapter 271 of the Texas Local Government Code.

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

12. 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 force as to the balance of its provisions as if such invalid provision were not a part hereof.

13. Filing in Denton County Deed Records; Covenant Running with the Land. This Agreement or a memorandum thereof shall be filed in the deed records of Denton County, Texas. Upon any sale or other transfer of any ownership rights in the Property, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exceptions of (i) the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on

which a residence has been constructed, and (ii) common areas owned by a property owners' association (each a "Fully Improved Lot").

14. Binding Obligation. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot.

15. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

16. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

17. Default. No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than thirty (30) calendar days after written notice of the alleged failure has been given).

18. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions mandated by the Town pursuant to this Agreement and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions under this Agreement, subject to the Town fulfilling its commitments under this Agreement, are roughly proportionate to the impact of the Project. In addition, Developer knows of no development exaction associated with the obligations under this Agreement that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of 1) the Texas Constitution, §212.904 and Chapter 395 of the Texas Local Government Code and/or 2) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*,

512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

19. Reservation of Rights. Except for the matters expressly agreed to by the parties in this Agreement, Developer does not waive any of Developer's rights under the Town's Code of Ordinances or any state or federal law, including, but not limited to a waiver of any claim of a regulatory taking or illegal exaction or a waiver of any vested rights for the Project or any portion thereof that have already accrued or may accrue in the future under Chapter 245 of the Texas Local Government Code or any other state law.

20. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, strike, inclement weather, shortages or unavailability of labor, supplies or materials, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located, or other 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 or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such party was delayed.

21. Estoppel. Either party shall, at any time upon reasonable request by the other party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default and the steps required to cure the same), the status of completion of any improvements, the amount of available impact fee credits or reimbursement due and/or any other obligations set forth in this Agreement.

22. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

23. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

24. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit A Metes and Bounds Description of the Property

Exhibit B Map depicting the approximate location of the Park Land Dedication and the Town Trail

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: _____
Name: Derek France
Mayor, Town of Flower Mound

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ___ day of _____, 2021 by Derek France, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

_____
Notary Public, State of Texas

DEVELOPER:

Toll Southwest, LLC,
a Texas limited liability company

By: _____
David M. "Mike" Boswell,
Vice President of Land Development

STATE OF TEXAS §
§
COUNTY OF Tarrant §

This instrument was acknowledged before me on this the 30 day of August, 2021 by David M. "Mike" Boswell, Vice President of Land Development, of Toll Southwest, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC STATE OF TEXAS
MEGHAN LEE METCALF
My Notary ID # 125322337
Expires June 6, 2025

_____
Notary Public, State of Texas

EXHIBIT A

Metes and Bounds Description of the Property

BEING a tract of land situated in the W.H. Gibson Survey, Abstract No. 464, Town of Flower Mound, Denton County, Texas, and being the remainder of a called 12.993 acre tract of land described in a Warranty Deed with Vendor's Lien, as recorded in Document No. 2002-21095 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of a called 0.294 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23104 of the Official Records of Denton County, Texas, common to the northeast corner of a called 0.215 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2006-132978 of the Official Records of Denton County, Texas, same being on the northerly right-of-way line of Spinks Road, a variable width right-of-way, the westerly line of said 12.933 acre tract, and the easterly line of a tract of land described in a deed to Charles Daniels and wife, Diedre Daniels, as recorded in Document No. 1996-63266 of the Official Records of Denton County, Texas;

THENCE North 0°42'07" East, departing the northerly right-of-way line of said Spinks Road, along the westerly line of said 12.933 acre tract, the easterly line of said Daniels Tract, and the easterly line of Shadowridge South Phase One, according to the plat thereof recorded in Cabinet K, Page 286 of the Plat Records of Denton County, Texas, a distance of 1360.05 feet to a 1 inch iron rod found for the northwest corner of said 12.933 acre tract, common to southwest corner of Lot 1X, Block E of Cedar Bluff, Phase I, according to the plat thereof recorded in Cabinet L, Page 338 of the Plat Records of Denton County, Texas;

THENCE North 89°42'56" East, departing the easterly line of said Shadowridge South Phase One, along the northerly line of said 12.993 acre tract and the southerly line of said Lot 1X, a distance of 406.04 feet to a 1/2 inch iron rod found for the northeast corner of said 12.993 acre tract, common to the northwest corner of a called 12.988 acre tract of land described in a deed to RBI Concepts, as recorded in Document No. 1997-48412 of the Official Records of Denton County, Texas;

THENCE South 0°41'25" West, departing the southerly line of said Lot 1X, along the easterly line of said 12.993 acre tract and the westerly line of said 12.988 acre tract, a distance of 1364.23 feet to a 5/8 inch iron rod with plastic cap stamped "TNP" found for the northwest corner of a called 0.266 acre tract of land described in a deed to Town of Flower Mound, as recorded in Document No. 2007-23103 of the Official Records of Denton County, Texas, common to the northeast corner of said 0.294 acre tract, being on the northerly right-of-way line of said Spinks Road;

THENCE North 89°41'38" West, departing the easterly line of said 12.933 acre tract and the westerly line of said 12.988 acre tract, along the northerly line of said 0.294 acre tract

and the northerly right-of-way line of said Spinks Road, a distance of 406.26 feet to the **POINT OF BEGINNING** and containing 12.699 acres (553,186 square feet) of land, more or less.

EXHIBIT B

Map Depicting the Approximate Location of the Park Land Dedication & the Town Trail

(see attached)

GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 8.5x11

VICINITY MAP

Heritage West

Flower Mound, Texas
May 2021

Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

TOWN COUNCIL AGENDA ITEM NO.11
CONSENT/ ITEM

DATE: September 20, 2021

FROM: Robert Pegg, Assistant Director of Engineering

ITEM: **Consider approval of a Development Agreement with Nash Canyon Falls, LLC., in the amount of $77,114.70, for the Denton Creek Boulevard 12-Inch Water Line project, to reimburse the developer for installing a 12-inch water line per the Town's Water Master Plan; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: As part of the Canyon Falls, Village 4B subdivision, the Canyon Falls developer needs to extend a water main on both the north and the south side of Denton Creek Blvd. The developer calculations show the development needs an 8-inch water line to meet the subdivision's water requirements; however, the Town's Water Master Plan identifies both water lines as 12-inch lines. These two 12-inch water lines are identified in the Town's Impact Fee Capital Improvement Plan and the Developer will be entitled to certain fees and credits for the construction of such water lines, and any such fees and credits shall be calculated in accordance with the provisions of Chapter 42 of the Town's Code of Ordinances ("Code")

The cost difference to install 12-inch water lines instead of 8-inch water lines is $77,114.70.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision to not approve this item would result in the installation of an 8-inch water line, that per the Town's Water Master Plan, would eventually have to be replaced with a 12-inch water line to accommodate future planned development.

FISCAL IMPACT: $77,114.70

Proposed Expenditure/(Revenue):	Account Number(s):
$77,114.70	601-900-96015-6170

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

LEGAL REVIEW: Alicia Kreh of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Development Agreement as to its form and legality.

ATTACHMENTS:

1. Development Agreement

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

DEVELOPMENT AGREEMENT FOR CANYON FALLS

THIS DEVELOPMENT AGREEMENT FOR CANYON FALLS ("Agreement") is made and entered into this _____ day of _____, , 2021, by and between the Town of Flower Mound, Texas (the "Town"), and NASH Canyon Falls, LLC ("Developer"). The Town and Developer are each referred to herein as a "party" and collectively as the "parties."

W I T N E S S E T H:

WHEREAS, Canyon Falls is a master planned community encompassing approximately 1,242 acres in Flower Mound, Northlake and the extraterritorial jurisdiction of Argyle, with approximately 626 acres located in Flower Mound described by metes and bounds on Exhibit "1" ("Canyon Falls" or "Project"); and

WHEREAS, the Town and Developer wish to address development issues related to the Project, including over-sizing the Project's water lines from an 8-inch to a 12-inch diameter and the Town's reimbursement related thereto, all as more specifically described herein; and

WHEREAS, the Town and Developer acknowledge that the foregoing issues should be addressed through this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. Project Subject to Town Ordinances and All Prior Development Agreements. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances related to the Project (subject to state law), and shall be subject to said ordinances, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town. The Town and Developer further agree that, except to the extent amended herein, the provisions and terms contained in all prior Development Agreements between the Town and Developer regarding Canyon Falls remain in full force and effect and shall continue to be applicable to the development of Canyon Falls. If there is a conflict between the terms of a prior Development Agreement and this Agreement, the terms of this Agreement shall control.

2. Installation of Water Lines

A. The Town and Developer have agreed that the public health, safety, and welfare would be benefitted by the installation of two water lines upsized from 8-inch to 12-inch diameters. One line shall run along each side of Denton Creek Boulevard, as more particularly shown in **Exhibit "A."**

B. Upon completion of installation by Developer of each the 12-inch water lines on each side of Denton Creek Boulevard, pursuant to Town-approved construction plans, Developer shall be reimbursed by the Town for the cost of upsizing the water lines up to an amount of $77,114.70, as shown in **Exhibit "B."**

3. **Captions and Headings.** The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

4. **Applicable Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

5. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested; or via hand-delivery service, or a courier service that provides a return receipt showing the date of actual delivery of the same to the addressee. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee set forth below or to such other address as either party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager's Office

If to Developer: Brookfield Properties Development, LLC
4835 LBJ Freeway, Suite 475
Dallas, TX 75244
Attn: Tim Durie

With a copy to: Brookfield Properties Development, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, Texas 77064
Attn: Bill Meyer

With a copy to: Brookfield Properties Development, LLC
3200 Park Center Drive, Suite #1000
Costa Mesa, California 92121
Attn: Amy Arentowicz 92626

With a copy to: Winstead PC
2728 N. Harwood St. #500
Dallas, Texas 75201
Attn: Tommy Mann

6. **Attorneys' Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party

in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the parties agree that this Agreement is not subject to Subchapter 1 of Chapter 271 of the Texas Local Government Code.

7. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any 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 force as to the balance of its provisions as if such invalid provision were not a part hereof.

9. Filing in Denton County Deed Records; Covenant Running with the Land. This Agreement or a memorandum thereof shall be filed in the deed records of Denton County, Texas. Upon any sale or other transfer of any ownership rights in the Property, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exceptions of (i) the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed, and (ii) common areas owned by a property owners' association (each a "Fully Improved Lot").

10. Binding Obligation. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot.

11. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

12. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the

signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

13. Default. No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than thirty (30) calendar days after written notice of the alleged failure has been given).

14. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions mandated by the Town pursuant to this Agreement and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions under this Agreement, subject to the Town fulfilling its commitments under this Agreement, are roughly proportionate to the impact of the Project. In addition, Developer knows of no development exaction associated with the obligations under this Agreement that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of 1) the Texas Constitution, §212.904 and Chapter 395 of the Texas Local Government Code and/or 2) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard,* 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

15. Reservation of Rights. Except for the matters expressly agreed to by the parties in this Agreement, Developer does not waive any of Developer's rights under the Town's Code of Ordinances or any state or federal law, including, but not limited to a waiver of any claim of a regulatory taking or illegal exaction or a waiver of any vested rights for the Project or any portion thereof that have already accrued or may accrue in the future under Chapter 245 of the Texas Local Government Code or any other state law.

16. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, strike, inclement weather, shortages or unavailability of labor, supplies or materials, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located, or other 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 or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such party was delayed.

17. **Estoppel.** Either party shall, at any time upon reasonable request by the other party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default and the steps required to cure the same), the status of completion of any improvements, the amount of available impact fee credits or reimbursement due and/or any other obligations set forth in this Agreement.

18. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

19. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

20. **Exhibits.** The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit A	Map depicting the approximate location of upsized water lines along Denton Creek Boulevard.
Exhibit B	Reimbursement Summary for the anticipated costs associated with upsizing water lines from eight (8) to twelve (12) inches.

[Signatures appear on the following pages.]

DEVELOPER:

NASH CANYON FALLS, LLC,
a Delaware limited liability company

By: Brookfield Properties Development, LLC,
a Delaware limited liability company,
its Agent/Development Manager

By: _____
Name: Timothy C. Durie
Title: Senior Vice President

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 10 day of August, 2021 by Timothy C. Durie Senior Vice President of Brookfield Properties Development, LLC, a Delaware limited liability company, Agent/Development Manager of NASH Canyon Falls, LLC, a Delaware limited liability company, on behalf of said entities.

JASON CLARK WIGHT
Notary Public, State of Texas
Comm. Expires 08-11-2024
Notary ID 13261745-3

_____
Notary Public, State of Texas

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:_____
Name: Derek France
Mayor, Town of Flower Mound

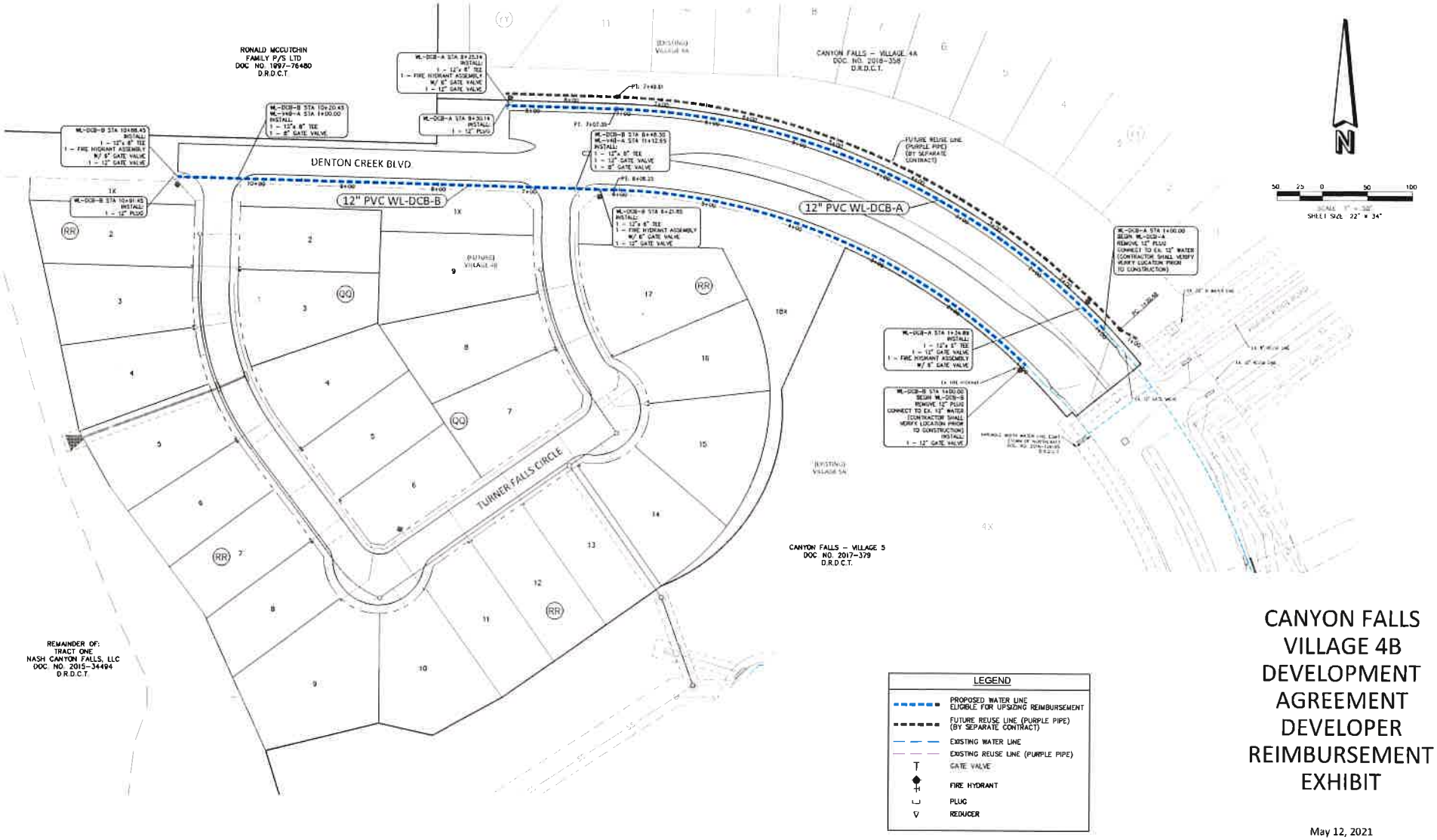
STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Derek France, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

_____
Notary Public, State of Texas

_____

EXHIBIT A



CANYON FALLS VILLAGE 4B DEVELOPMENT AGREEMENT DEVELOPER REIMBURSEMENT EXHIBIT

May 12, 2021

J. VOLK consulting

EXHIBIT B

CANYON FALLS - VILLAGE 4B - REIMBURSEMENT SUMMARY

WATER LINE WL-DCB-A & WL-DCB-B INSTALLED AS 8-INCH LINES					
NO.	**ITEM**	**UNIT**	**UNIT PRICE**	**QTY.**	**TOTAL**
A-1	8" PVC Water Line (WL-DCB-A & WL-DCB-B)	LF	$25.00	1722	$43,050.00
A-2	8" Gate Valve	EA	$1,750.00	7	$12,250.00
A-3	Ductile Iron Fittings	TON	$5,500.00	0.5	$2,750.00
A-4	Fire Hydrant Assembly	EA	$5,000.00	5	$25,000.00
A-5	Connect to Existing Water Line	EA	$2,500.00	2	$5,000.00
A-6	Trench Safety	LF	$1.00	1722	$1,722.00
A-7	Testing	LF	$1.50	1722	$2,583.00
NOTE: FIRE HYDRANT ASSEMBLY INCLUDES A 6" GATE VALVE				**CONSTRUCTION COSTS**	**$92,355.00**
				ENGINEERING, CONSTRUCTION BIDDING & ADMIN (12%)	$11,082.60
				TOPO SURVEY (2%)	$1,847.10
				CONSTRUCTION STAKING (3%)	$2,770.65
				TOTAL	**$108,055.35**

WATER LINE WL-DCB-A & WL-DCB-B INSTALLED AS 12-INCH LINES					
NO.	**ITEM**	**UNIT**	**UNIT PRICE**	**QTY.**	**TOTAL**
B-1	12" PVC Water Line (WL-DCB-A & WL-DCB-B)	LF	$55.00	1722	$94,710.00
B-2	12" Gate Valve	EA	$3,000.00	7	$21,000.00
B-3	Ductile Iron Fittings	TON	$5,500.00	1.5	$8,250.00
B-4	Fire Hydrant Assembly	EA	$5,000.00	5	$25,000.00
B-5	Connect to Existing Water Line	EA	$2,500.00	2	$5,000.00
B-6	Trench Safety	LF	$1.00	1722	$1,722.00
B-7	Testing	LF	$1.50	1722	$2,583.00
NOTE: FIRE HYDRANT ASSEMBLY INCLUDES A 6" GATE VALVE				**CONSTRUCTION COSTS**	**$158,265.00**
				ENGINEERING, CONSTRUCTION BIDDING & ADMIN (12%)	$18,991.80
				TOPO SURVEY (2%)	$3,165.30
				CONSTRUCTION STAKING (3%)	$4,747.95
				TOTAL	**$185,170.05**
				8-INCH W/L COST	$108,055.35
				DIFFERENCE	**$77,114.70**

TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: September 20, 2021

FROM: Ronnie Bates, Assistant Director of Public Works

ITEM: **Consider approval of Non-Destructive Pipe Analysis & Internal Leak Surveying services from Pure Technologies US, Inc., through a City of Dallas Contract (BMZ1702) for the not to exceed amount of $200,000.00.**

BACKGROUND INFORMATION: As the Town's water distribution system ages, leaks and other small failures do occur. These small leaks and failures are hard to detect and contribute to water loss in the system. These leaks also contribute to structural failures of roadways, sidewalks, and other public infrastructure.

Authorization of the Pipe Analysis & Internal Leak Surveying service allows for the detection and identification of leaks in the water distribution system that are not visible. The services also provide for condition assessments of the water distribution assets. The condition assessments provide key information needed for the Town's asset management program that help determine future replacement and upgrade projects.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision to not approve this item would result in the Town having unknown, unrepaired water leaks, that contribute to water loss costs, structural failures of roadways, sidewalks and other public infrastructures.

FISCAL IMPACT: $200,000.00 Not to Exceed Amount

Proposed Expenditure:	Account Number(s):
$200,000.00 Not to Exceed Amount	Various

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Dallas Contract BMZ1702

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

Attachment 1

Resolution No. 17 - 0567

STATE OF TEXAS §
§
COUNTY OF DALLAS §

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made and entered into by and between the CITY OF DALLAS, a Texas municipal corporation, located in Dallas County, Texas (hereinafter called "City") and PURE TECHNOLOGIES U.S. INC., a Delaware foreign for-profit corporation that is authorized to conduct business in the State of Texas, with its principal office at Suite D, 8920 Route 108, Columbia, MD 21405 and its Dallas office at 4505 Excel Parkway, Suite 600, Addison, TX 75001 (hereinafter called "Contractor").

1. DESCRIPTION OF WORK

A. For the consideration agreed below to be paid to Contractor by City, Contractor shall provide non-destructive underground leak detection survey and condition assessment services in the City and County of Dallas, Texas, hereinafter called the "Services." The Services are to be performed in a good and workmanlike manner and shall conform in every respect to the following:

(i) City's Request for Competitive Sealed Proposals for Non-Destructive Pipe Analysis and Internal Leak Surveying Services, Solicitation Number BMZ1702;

(ii) City's Specifications for the Services (the "Specifications"), attached as **Exhibit A**; and

(iii) Contractor's Proposal, dated November 23, 2016, attached as **Exhibit B**.

B. All of the documents referred to in Subsection A of this Section 1 are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract; provided, however, that in case of a conflict in the language of the Request for Competitive Sealed Proposals, the Specifications, the Proposal and this Contract, the terms and conditions of this Contract shall control and are final and binding on both parties, and the Specifications shall control where they conflict with the Proposal. Contractor and City further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be decided by City and such decision shall be binding and conclusive upon Contractor.

2. DUE DILIGENCE AND COORDINATION

Contractor represents that, prior to submitting the Proposal and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this

Contract. All Services under this Contract shall be coordinated under, and performed to the satisfaction of the City's Director of Water Utilities or of the Director's designated representative, hereinafter called "Director."

3. PAYMENT

Upon completion of periodic performance of the Services by Contractor, acceptance of the performed Services by the Director, and receipt and approval of Contractor's invoices, submitted periodically to the Director, City will pay Contractor in accordance with the Specifications and the Proposal. Contractor's periodic and final invoices shall be accompanied by sufficient backup information as required by the Director. Total payments by City during the term of this Contract, however, shall not exceed FIVE MILLION, SIX HUNDRED THIRTY-THREE THOUSAND, SIX HUNDRED FORTY-FIVE AND 00/100 DOLLARS ($5,633,645.00) subject to appropriations, which amount (or a portion of the amount where the Contract term may exceed one year) is set aside and segregated for the purpose of paying for the Services in accordance with the terms of this Contract. City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Contractor, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

4. TERM

The term of this Contract shall be for a term of thirty-six (36) months, commencing on April 12, 2017 and terminating on April 11, 2020 unless sooner terminated in accordance with the provisions of this Contract. The schedule for completion of the Services shall be as provided in the Specifications; where the Specifications do not provide for time of completion, the schedule shall be as provided by the Director. Time is of the essence of completion of the performance of the Services. For good cause shown by Contractor, the Director may extend the time to perform the Services.

5. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS

A. Contractor shall possess or obtain any necessary permits required by City ordinance or State or Federal law for the performance of the Services prior to commencing the Services. Contractor shall perform its obligations pursuant to this Contract in accordance with all federal, state and local statutes, ordinances, laws, regulations and executive, administrative and judicial orders applicable to the Services to be performed pursuant to the Contract.

B. City has developed an Environmental Management System (EMS), based upon International Standards Organization (ISO) Standard 14001. As part of the EMS, City has adopted an environmental policy. Contractor acknowledges receipt of the environmental policy as a part of the Request for Bid and shall adhere to the policy and provide information to City in the form and at the times requested by City in furtherance of the policy.

C. This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Dallas and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Contractor shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.

6. INDEPENDENT CONTRACTOR

Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of City in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of City, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

7. **INDEMNITY**

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CONTRACTOR AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR AND CITY ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE TERM OF THIS CONTRACT.

8. INSURANCE REQUIREMENTS

A. Contractor shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage contained in City's Specifications, attached to and made a part of this Contract.

B. Approval, disapproval or failure to act by City regarding any insurance supplied by Contractor or its subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Contractor's insurer or any denial of liability by Contractor's insurer shall not exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

9. TERMINATION

City's Director may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause or for the convenience of City by giving at least ten (10) days advance written notice of termination to Contractor, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. City also has the right to request that Contractor assign and transfer to City all of Contractor's rights and obligations under existing subcontracts that it has to perform Contract work in the event of termination under this Section. City shall compensate Contractor in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by City's Director. Contractor shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

10. CONFLICT OF INTEREST

A. Contractor and its employees, agents or associates are required to make regular, timely, continual and full disclosures to the Director of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in Contractor's performance of all of the services under this Contract. Such disclosures must be made no later than ten (10) days following the event giving rise to the potential or actual conflict of interest for the duration of the Contract term. A potential or actual conflict of interest exists when commitments and obligations to the City or widely recognized professional norms are likely to be compromised in Contractor's performance of its duties under this Contract by the existence of Contractor's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the City's immediate termination of this Contract by the City Manager.

B. The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

"CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED.

(a) No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.

(b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by city employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.

(f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code."

11. <u>GIFT TO PUBLIC SERVANT</u>

City may terminate this Contract immediately if Contractor has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Contractor to remove any employee of Contractor from the Services who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

12. NOTICE OF CONTRACT CLAIM

This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract as if written word for word in this Contract. Contractor shall comply with the requirements of this ordinance as a precondition of any claim relating to this Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

13. NOTICES

Except as otherwise provided in Section 12, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

Jody M. Puckett, P.E.
Director
City of Dallas
Water Utilities Department
1500 Marilla Street, Room 4AN
Dallas, Texas 75201

If intended for Contractor, to:

John J. Galleher, Jr., P.E.
Vice-President
Pure Technologies US Inc.
4505 Excel Parkway
Suite 600
Addison, TX 75001

14. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. This 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 of training, including apprenticeship. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Contractor agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance.

C. Contractor shall furnish all information and reports required by the City Manager or his designee and shall permit the City Manager or his designee to investigate its payrolls and personnel records which pertain to current service contracts with City for purposes of ascertaining compliance with this equal employment opportunity clause.

D. Contractor shall file compliance reports with City as may be required by the City Manager or his designee. Compliance reports must be filed within the time, must contain information as to the employment practices, policies, programs, and statistics of Contractor, and must be in the form that the City Manager or his designee prescribes.

E. If Contractor fails to comply with the equal employment opportunity provisions of this Contract, it is agreed that City at its option may do either or both of the following:

(1) Cancel, terminate or suspend this Contract in whole or in part;

(2) Declare Contractor ineligible for further City contracts until it is determined to be in compliance.

15. ASSIGNMENT

Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of City's Director. As an express condition of consent to any

assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

16. RIGHT OF REVIEW AND AUDIT

City may review any and all of the services performed by Contractor under this Contract. City is granted the right to audit, at City's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this section.

17. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

19. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract 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 Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

20. COUNTERPARTS

This Contract may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

21. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

22. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

23. CERTIFICATION OF EXECUTION

The person or persons signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor, do hereby warrant and certify that he, she or they have been duly authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

24. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED this, the 12th day of April, 2017 by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 17 -0567 adopted by the City Council on April 12, 2017 and by Contractor, acting through its duly authorized official.

APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney

BY _____
Assistant City Attorney

CITY OF DALLAS
T. C. BROADNAX
City Manager

BY _____
Assistant City Manager

CONTRACTOR:
Pure Technologies U.S. Inc.
a Delaware corporation

BY _____

PRINTED NAME MARK HOLLOEY

TITLE EVP & COO

City of Dallas

EXHIBIT A – Specifications For Non-Destructive Pipe Analysis & Internal Leak Surveying BMZ1702

GENERAL REQUIREMENTS

PURPOSE: The purpose of the specification is to establish a thirty-six (36) month service contract for Non-destructive Pipe Analysis and Internal Leak Surveying Services.

QUALIFICATION OF BIDDERS: The successful bidder(s) shall be an established business of performing internal leak detection and non-destructive condition assessment services for five (5) years or more.

AWARD: This proposal will be awarded by Group to the most advantageous proposer demonstrating compliance with the specifications. Proposers shall quote pricing for each line item in the group in order to be considered for award. A request for proposal does not commit the City to award any contract, the City reserves the right to reject any and all proposals or waive technicalities or irregularities, and to accept any proposal it deems to be in the best interest of the City. The City reserves the right to reject specific elements contained in all proposals. The City of Dallas shall not be liable for any costs incurred by any firm responding to this RFCSP.

PROPOSAL AWARD METHOD: An evaluation committee will review all submitted proposals in response to this RFCSP. Established criteria will be used to measure the information in the proposal to determine the most advantageous proposal. This contract will be awarded in its entirety to the Proposer with the highest ranking total for water audits and follow-up inspections on rebate projects designed to achieve greater water use efficiency.

Each Proposer shall submit a proposal with all relevant, factual, and correct information for evaluation. If additional information is submitted with the proposal package, the Proposer should clearly reference it separately (see: Proposal Response Format and Content).

Failure to provide requested proposal documents may adversely affect the Proposer's score. If the evaluation committee is unable to determine qualifications due to lack of documentation provided by the Proposer, the Proposer will receive few or no points for that evaluation criteria. The City may, at its option, require the Proposer to provide additional information after the proposal has been opened.

The City may elect to narrow the selection process to a shortlist of those proposals that best demonstrate the qualifications and project approach to meet the City's needs and requirements as described in this RFCSP.

EXPLANATIONS OR CLARIFICATIONS: Requests for explanations or clarifications may be emailed to the assigned buyer within the Purchasing division. The email must clearly identify the solicitation number. Any material information given to one proposer concerning a solicitation will be furnished by an addendum to all proposers who have been issued a solicitation. It is the vendor's responsibility to view/check the City's Procurement web-site (https://bids.dallascityhall.com/webapp/VSSPROD/AltSelfService) to ensure the vendor obtains the latest information related to this RFCSP. The provisions for this proposal are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one proposer secures or attempts to secure an unfair advantage over another proposer or creates a situation where there is an appearance of impropriety in contacts between the proposer, its agent, contractor, or consultant and City officials. If proposer(s) do not ask questions or clarify assumptions, the City shall assume the proposer(s) agree(s) with, and understand(s), the City's requirements.

COMMUNICATION: In order to provide the customer service required for this service contract, proposers shall respond quickly and clearly, this is essential for the City. Awardee must answer written correspondence (emails) from the City within twenty-four (24) hours; vendors must have a company employee (not an answering service or answering machine), who answers the phone during normal business hours, or provide a cell phone number. In such case, phone voicemail or messages should be returned within two (2) hours. The awarded vendor shall be responsible for all direct correspondence with the City and shall not delegate communication responsibilities to anyone including sub-contractor, consultant, or manufacturer if applicable. Wastewater Collection Division contact person information will be provided to the awarded vendor on request.

BUSINESS INCLUSION & DEVELOPMENT PLAN: In order to be in compliance with the City's Business Inclusion and Development Plan for Minority and Women-Owned Business Enterprises the following disciplines have been identified: Transportation, fuel, and materials: sensors, etc.

WAGE FLOOR RATE REQUIREMENT: On November 10, 2015 the Dallas City Council passed Resolution 15-2141 which requires prime contractors, awarded general service contracts valued greater than $50,000, and first-tier subcontractors on the contract to pay their employees rendering services on the contract a wage floor of not less than $10.37 per hour.

Pursuant to Resolution 15-2141 the wage floor requirement for all general service contracts greater than $50,000 shall be effective immediately on all new contracts awarded after November 10, 2015. Vendors bidding/proposing on general service contracts shall take into consideration such wage floor requirements in their bid/proposal. The wage floor requirement for the City of Dallas' general service contracts shall be derived from the most current Massachusetts Institute of Technology Living Wage publication and shall remain fixed for the term of the respective contract. The City reserves the right to audit such contracts for compliance with the wage floor requirement as mandated by Resolution 15-2141. This requirement does not apply to construction contracts in which prevailing wage of employees is governed by the Davis-Bacon Act as defined in the Texas Local Government Code 2258, purchase of goods, procurements made with grant funds or procurements made through cooperative and/or inter-local agreements.

The purpose of this policy is to promote an acceptable wage floor for working families in the City of Dallas, increase the level of service delivered to the City through specific contracts and reduce turnover in such contracts thus maintaining a continuous and consistent level of service for vested parties.

The City Manager shall use the following definitions to administer the benefactors of the "wage floor" for purposes of the referenced resolution:

"City" means the City of Dallas, Texas.

"General Services Contract" means any agreement between the City and any other Person or business to provide general services through an awarded City contract valued greater than $50,000. A General Services Contract for purposes of the Resolution does not include (i) a contract between the City and another governmental entity or public utility, (ii) a contract subject to federal or state laws or regulations that would preclude the application of the application of the wage floor, (iii) or a contract with all services under the contract performed outside of the City of Dallas.

"Subcontractor" means any Person or business that has entered into its own contract with a prime contractor to perform services, in whole or in part, as a result of an awarded City general services contract.

"Employee" means any person who performs work on a full-time, part-time, temporary, or seasonal basis, including employees, temporary workers, contracted workers, contingent workers, and persons made available to work through services of a temporary services, staffing or employment agency or similar entity.

See attachment, "02b- Wage Floor Policy Affidavit 12.8.15,"

WAGE FLOOR REPORTING REQUIREMENTS: Contractors awarded City general services contracts as described in the wage floor rate requirement section of this specification shall be required to provide the buyer the residential zip code and respective number of employees directly impacted by the wage floor requirement ten days after Council approval and on January 1st. but not later than January 31st. for the term of the contract. The Contractor shall submit the report to the contract administrator during the established period.

WAGE FLOOR COMPLIANCE REQUIREMENTS: Vendors submitting a response to a solicitation for general services must comply with the wage floor requirement to be considered responsive. The City may request of vendors, at any time during the pre or post award process, to demonstrate compliance with the wage floor requirement. Vendors not compliant with the wage floor requirement will be deemed nonresponsive and will not be considered for award. Vendors awarded general service contracts must comply with the wage floor policy and reporting requirements for the term of the contract, failure to remain in compliance may result in breach of contract.

ESTIMATED QUANTITIES: The quantities listed on the pricing sheet are the City's best estimates. Actual services requested can be more or less than the listed quantities during the contract term, depending on anticipated needs. The City will not be responsible for any anticipated profit or losses, by any bidder, based on these estimated quantities.

INVOICE REQUIREMENTS: In order to be in compliance with these specifications, awarded vendor must have received a hard copy of a City of Dallas delivery order for requested services prior to performing requested service unless stated otherwise. The delivery order must reflect the price(s) on the vendor's bid sheet. The City of Dallas is not liable for any service, delivery or shipment in which a Delivery Order was not obtained first.

Invoices submitted for payment shall have the following information:

- Vendor's name and company address
- Name and address of the department where product(s) were delivered
- Date of delivery
- Delivery order number that authorized the purchase
- Manufacturer's part number (if applicable) and a detail description of each item delivered.
- Unit cost and extended cost of each item
- Total cost of the order

All original invoices are to be sent to: City of Dallas Accounts Payable, 1500 Marilla Room 3EN, Dallas TX 75201, and a copy sent to the department requesting the services.

Invoices submitted without this information will be returned to the supplier, and payment will not be made until required information is provided on the invoice.

PROPOSAL GUIDELINES:

1. Provide a short summary synopsis (no more than 2 pages) of the firm's capabilities in performing these services.
2. Proposer shall demonstrate their understanding the project, and the firm's approach.
3. Provide descriptions of similar and recent projects completed by the team's proposed personnel for a minimum of five (5) consecutive years. If proposer has merged or been bought out by another Vendor, documentation must be provided to show prior entities have provided the specified services.
4. A summary of experience relevant to the scope of work, to include the date of service, service provided and contact person name and phone number for references with this proposal document.

5. Provide a minimum of five comparable references, within past twenty-four months, where pipelines have been surveyed and the results verified by successful elimination of the leaks. The vendor must provide the contact information of the clients and name of respective.
6. Provide evidence that the technology has been successfully proven and utilized on a minimum of 200 miles of pipeline. Except group 11, vendor shall provide evidence for 100 miles.
7. Proposers shall note manufacturer of all Leak Detection material that will be used on this contract.
8. Provide statement that representatives performing the testing are confined space trained and meet OSHA standards for confined space. Certifications must be presented to City of Dallas upon request. Does not apply to Group 12.
9. Provide statement that company will supply its own staff with all safety equipment necessary for the inspection such as calibrated gas detectors, lifting harnesses, communication devices, safety ropes and other pertinent personal protective equipment. Does not apply to Group 12.
10. Provide statement that company will supply its own staff with appropriate off-road vehicle/equipment enabling the delivery of staff and testing equipment to rural project locations. Does not apply to Group 12.

PROPOSERS SUBMITTALS: General Proposal Packet Submittal Requirements: All original documents submitted shall have a blue wet signature. Below are all the documents to be submitted in response to this RFCSP.

Proposers shall submit one (1) original proposal and one (1) original duplicate copy of the proposal with the following documents:

1. Signed “Proposal Signature Sheet” only – instructions sheets not required for submittal
2. Pricing Sheet(s) - Paper Submittal or if requested Electronic Submission
3. Business information form
4. Business Inclusion and Development Affidavit
5. Environmental Record Affidavit
6. Conflict of Interest Form with– signee’s name and company name listed in box 1.
7. BID Ethnic Workforce Form -3
8. Insurance Requirement Affidavit
9. Wage Floor Affidavit
10. Product Information
11. Any additional required information requested within these specifications, see ‘Proposal Guidelines.

COMMITTEE SELECTION: The City will appoint a Selection Committee to review all Proposals, conduct interviews, negotiate with the highest ranked Proposer, and make a recommendation to the City Council. The Selection Committee will consist of City of Dallas technical and management staff, and others as designated by the City.

NEGOTIATIONS WITH THE HIGHEST RANKED PROPOSER: The City expects to immediately begin negotiations with the highest ranked Proposer. It is expected that negotiations leading to a best and final offer will be completed within 30 days. If an agreement cannot be reached with the highest ranked Proposer within this timeframe, the City, at its discretion, may elect to terminate negotiations and begin negotiations with the second ranked Proposer.

SERVICE REQUIREMENTS: Service request shall be started ten (10) business days after the work order has been received or as specified in the work order. If the contractor cannot meet this time frame, the contractor shall notify the Contract Manager in writing or e-mail for any job that could not be completed within twenty-four (24) hours of the scheduled completion date. The notice shall state the reason why the job was not completed and/or any extenuating circumstances and the new completion date. Pricing final pricing agreed upon during the negotiation phase must include any delivery, shipping or freight charges of materials (All quotations must be F.O.B City of Dallas, and included in unit cost.); the City of Dallas will **not** pay shipping, delivery or freight charges unless it’s an **emergency**. In an

Emergency, the City of Dallas may need to expedited service orders within twenty-four (24) hours of notification. Verbal orders will require acknowledgment within twenty-four (24) hours.

INSURANCE: The successful bidder will be required to purchase and maintain during the term of the contract, insurance as described in "Insurance Requirements" and agrees to the indemnification therein. Complete Insurance Affidavit.doc" and return it with your bid.

CONTRACT REQUIREMENTS: The successful proposer(s) shall be required to execute the City's contract in the form as attached to these Specifications in "Form Contract". The form may be tailored by the City Attorney's Office to meet the special requirements of this procurement; all proposers, however, are expected to calculate and submit their proposal on the basis of the requirements contained in the form contract attached as well as the Specifications. Proposers should review the form contract carefully and seek private legal advice if there are questions about the legal effect of any of the provisions. No exceptions or modifications to, or substitutions for, this form contract will be accepted or permitted; any attempt to except to, modify, or substitute for the City's form of contract as contained herein may render the proposal non-responsive.

ADDITIONAL CONTRACT RULES: The contractor shall perform his obligations as set forth in the specifications and the contract in a professional manner. In the event the contractor does not perform his obligations to the satisfaction of the City of Dallas or does not perform the duties as set forth in the specifications, the City of Dallas shall give the contractor a written ten (10) day notice of deficiencies by certified mail. Upon receipt of the notice, the contractor shall have ten (10) days to correct all the deficiencies, or the contract will be canceled effective ten (10) days from the receipt of the notice. The notice or communication given under this paragraph shall be in writing and be given by certified mail; same shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

In the event that the contractor does not or cannot rectify all problems after the ten (10) day period, the contract shall be subject to termination, and the City of Dallas shall have no further obligations to the contractor.

APPROVAL BY CITY COUNCIL AND OFFERING OF CONTRACT: Contract award shall be subject to approval by the Dallas City Council. The City of Dallas will require the Contractor to sign the necessary contract documents prepared by the City Attorney's Office prior to going to Council.

EVALUATION CRITERIA

A comprehensive, fair, and impartial evaluation will be made of all proposals received in response to this RFCSP. Each proposal received will be analyzed to determine overall qualifications under the RFCSP. An Evaluation Committee comprised of City staff will determine the responsiveness and acceptability of each proposal and recommend award be made to the firm whose proposal is determined to be in the best interest for the City of Dallas. Final selection will be approved by the City Council.

Evaluation for selection of the proposal(s) shall be based on the following criteria, which are valued as displayed in parentheses:

1. **Cost (30 points):**

   a) Cost to be paid by the City

2. **Experience (30 points):**
   a) Recent and relevant project experience for services to be provided under this contract.
   b) Experience with projects of a similar size and scope.
   c) Project Management experience including but not limited to responsibility for project oversight, training, verification, quality control, tracking and reporting.

3. **Approach (15 points):**
   a) Achieving and documenting leak detection & pipe wall assessment
   b) Approach and understanding of the Project.
   c) Cost-Benefit, and
   d) Project plan

4. **Functional Match (10 points):**
   a) Clear and complete responses to the requirements contained in this RFCSP.
   b) Satisfactory references and company.
   c) Product description and quality of product.

5. **Business Inclusion and Development (BID) (max - 15 points):**
   Demonstrated inclusion and commitment to and understanding of the City's Business Inclusion and Development (BID) Plan – It is the policy of the City of Dallas to involve Minority and Women Business Enterprises (M/WBE) to the greatest extent feasible on the City's construction, procurement and professional services contracts. See attachments "BID Instructions for 250K + RFCSP solicitation" and "BID plan - Approved by Council".

CONFIDENTIALITY: Any information deemed confidential, shall be clearly marked on each page(s). Efforts will be made to keep the marked information confidential; however, the City cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Proposals shall be kept confidential during the evaluation process

PUBLIC INFORMATION: Any material that is to be considered confidential in nature should be clearly marked as such and shall be treated as confidential to the extent allowable in the Open Records Act. Trade secrets, confidential information or other proprietary information should be marked "RFCSP CONFIDENTIAL" on EACH PAGE that the Proposer considers confidential. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary", the City will provide the requested information to the State Attorney General's office for a final determination on its release. The Proposer will be contacted directly by the Attorney General's office as to their findings.

SCOPE OF WORK

GROUP 1 - REQUIREMENTS FOR INTERNAL TETHERED LEAK AND GAS POCKET INSPECTION WITH VIDEO

This specification covers the requirements for conducting leak assessments within City of Dallas pipelines. The leak assessment shall be performed internally while the pipeline remains in service or using a pull tape with no flow. A sensor head (tethered device) is inserted into a live pipeline carried by the flow of water or pulled by tape with no flow. The sensor will travel through the pipeline pinpointing the exact location of leak(s). Leaks are identified by the distinctive acoustic signals generated at the pipe wall.

Requirements:

A. Perform the inspection in a nondestructive manner, while the pipeline is in service or under pressure of at least 15 psi, using real-time data.

B. Be capable of inspecting multiple pipeline material types including Prestressed Concrete Cylinder Pipe (PCCP), Reinforced Concrete Cylinder Pipe (RCCP), Asbestos Cement (AC) Pipe, Polyvinyl Chloride (PVC), High Density Polyethylene (HDPE), Glass Reinforced Polymer (GRP), Steel, Cast Iron, and Ductile Iron Pipe.

C. Be capable of inspecting diameters 10-inch and larger.

D. Be able to insert system into pipeline without de-pressurizing up to 200 psi (non-pull tape method).

E. Be capable of advancing, halting and retrieving device during time of assessment.

F. Be capable of interchanging technologies, on jobsite, to perform Closed-Circuit Television (CCTV) video inspection and leak detection (non-pull tape method).

G. Be able to detect multiple leaks in one section of pipe during time of assessment.

H. Be able to track the device from the surface in real-time during the inspection, providing at least 3 ft. accurate surface locations both along the length of the pipeline as well as laterally for cases where the exact pipe alignment is not known and provide Global Positioning System (GPS) data.

I. Be able to deploy and operate device within pipeline at a minimum flow rate of 1 ft per second (non-pull tape method).

J. Enter the pipeline through a minimum 2-inch I.D. opening.

K. Be able to disinfect device prior to deployment within potable pipeline. Devices previously deployed within wastewater piping systems are not to be utilized within potable water pipelines.

L. Detect leaks as small as 0.01 gallons per minute at 90 psi of pressure and 0.1 gallons per minute at 25 psi.

M. Be capable of locating leaks within 12 inches of exact location.

N. Be capable of providing preliminary results to City of Dallas staff on-site during the inspection.

O. Be able to mobilize staff and equipment to begin analysis of pipeline within 48 hours (or less) of notification from City of Dallas (non-pull tape method only).

P. Provide mapping grade GPS surface markings depicting location of pipeline every 300 feet and at each bend as requested, to allow accurate updating of Geographic Information System (GIS) databases.

Q. Provide detailed report of pipeline segment(s) assessed within GIS format using mapping-grade GPS data. GIS data must be compatible with City of Dallas GIS system. The report must include location and rating/size of each leak detected during assessment.

R. Reports and deliverables shall be submitted in hard copies (three copies) and electronic format with database, information viewable in ArcMap with all pertinent information. Report should include at minimum; executive summary, location map of the project, indicating start and end of project, date started and date completed, tables with pertinent information, pictures, videos of CCTV (non-pull tape method), and any other information necessary for the project. Conclusion shall be clear and concise depicting the condition of pipe at the time of inspection. Database tables will be named clearly identifying the information. Database will be the property of the City of Dallas and information will not be shared without prior written approval from the City of Dallas staff responsible for the project/inspection.

GROUP 2 - REQUIREMENTS FOR NON-FLOW INTERNAL TETHERED LEAK AND GAS POCKET INSPECTION WITH VIDEO

This specification covers the requirements for conducting leak assessments within City of Dallas pipelines. The leak assessment shall be performed internally while the pipeline remains in service or using a pull tape with no flow. A sensor head (tethered device) is inserted into a live pipeline carried by the flow of water or pulled by tape with no flow. The sensor will travel through the pipeline pinpointing the exact location of leak(s). Leaks are identified by the distinctive acoustic signals generated at the pipe wall.

Requirements:

A. Perform the inspection in a nondestructive manner, while the pipeline is in service or under pressure of at least 15 psi, using real-time data be able inspect pipelines without flow.

B. Be capable of inspecting multiple pipeline material types including Prestressed Concrete Cylinder Pipe (PCCP), Reinforced Concrete Cylinder Pipe (RCCP), Asbestos Cement (AC) Pipe, Polyvinyl Chloride (PVC), High Density Polyethylene (HDPE), Glass Reinforced Polymer (GRP), Steel, Cast Iron, and Ductile Iron Pipe.

C. Be capable of inspecting diameters 10-inch and larger.

D. Be able to insert system into pipeline without de-pressurizing up to 200 psi (non-pull tape method).

E. Be capable of advancing, halting and retrieving device during time of assessment.

F. Be capable of interchanging technologies, on jobsite, to perform Closed-Circuit Television (CCTV) video inspection and leak detection.

G. Be able to detect multiple leaks in one section of pipe during time of assessment.

H. Be able to track the device from the surface in real-time during the inspection, providing at least 3 ft. accurate surface locations both along the length of the pipeline as well as laterally for cases where the exact pipe alignment is not known and provide Global Positioning System (GPS) data.

I. Enter the pipeline through a minimum 2-inch I.D. opening.

J. Be able to disinfect device prior to deployment within potable pipeline. Devices previously deployed within wastewater piping systems are not to be utilized within potable water pipelines.

K. Detect leaks as small as 0.01 gallons per minute at 90 psi of pressure and 0.1 gallons per minute at 25 psi.

L. Be capable of locating leaks within 12 inches of exact location.

M. Be capable of providing preliminary results to City of Dallas staff on-site during the inspection.

N. Be able to mobilize staff and equipment to begin analysis of pipeline within 48 hours (or less) of notification from City of Dallas (non-pull tape method only).

O. Provide mapping grade GPS surface markings depicting location of pipeline every 300 feet and at each bend as requested, to allow accurate updating of Geographic Information System (GIS) databases.

P. Provide detailed report of pipeline segment(s) assessed within GIS format using mapping-grade GPS data. GIS data must be compatible with City of Dallas GIS system. The report must include location and rating/size of each leak detected during assessment.

Q. Reports and deliverables shall be submitted in hard copies (three copies) and electronic format with database, information viewable in ArcMap with all pertinent information. Report should include at minimum; executive summary, location map of the project, indicating start and end of project, date started and date completed, tables with pertinent information, pictures, videos of CCTV (non-pull tape method), and any other information necessary for the project. Conclusion shall be clear and concise depicting the condition of pipe at the time of inspection. Database tables will be named clearly identifying the information. Database will be the property of the City of Dallas and information will not be shared without prior written approval from the City of Dallas staff responsible for the project/inspection.

GROUP 3 - REQUIREMENTS FOR INTERNAL TETHERED LEAK AND GAS POCKET INSPECTION DEVICE WITH VIDEO AND PIPE WALL THICKNESS INSPECTION

This specification covers the requirements for conducting leak and pipe wall assessments within City of Dallas pipelines. The assessment shall be performed internally while the pipeline remains in service. A sensor head (tethered device) is inserted into a live pipeline carried by the flow of water. The sensor will travel through the pipeline pinpointing the exact location of leak(s) and identifying areas of concern on metallic pipes using pipe wall assessment. Leaks are identified by the distinctive acoustic signals generated at the pipe wall.

Requirements:

A. Perform the inspection in a nondestructive manner, while the pipeline is in service or under pressure of at least 15 psi, using real-time data.

B. Be capable of inspecting diameters from 16-inches to 48-inches.

C. Be able to insert system into pipeline without de-pressurizing up to 250 psi.

D. Be capable of advancing, halting and retrieving device during time of assessment.

E. Be able to capture data on a pipe-by-pipe basis and identify individual pipes of concern.

F. Be capable of interchanging technologies, on jobsite, to perform Closed-Circuit Television (CCTV) video inspection and leak detection; including pipe wall assessments for metallic pipes.

G. Be able to identify and locate multiple leaks in one section of pipe during time of assessment.

H. Be able to track the device from the surface in real-time during the inspection, providing at least 3 ft accurate surface locations both along the length of the pipeline as well as laterally for cases where the exact pipe alignment is not known and provide Global Positioning System (GPS) data.

I. Be able to deploy and operate device within pipeline at a minimum flow rate of 1 ft per second.

J. Enter the pipeline through a minimum 4-inch I.D. opening.

K. Be able to disinfect device prior to deployment within potable pipeline. Devices previously deployed within wastewater piping systems are not to be utilized within potable water pipelines.

L. Detect leaks as small as 0.01 gallons per minute at 90 psi of pressure and 0.1 gallons per minute at 25 psi.

M. Be capable of locating leaks within 12 inches of exact location.

N. Be able to mobilize staff and equipment to begin analysis of pipeline within 48 hours (or less) of notification from City of Dallas.

O. Provide mapping grade GPS surface markings depicting location of pipeline every 300 feet and at each bend as requested, to allow accurate updating of Geographic Information System (GIS) databases.

P. Provide detailed report of pipeline segment(s) assessed within GIS format using mapping-grade GPS data. GIS data must be compatible with City of Dallas GIS system. The report must include location and rating/size of each leak detected during assessment and identify joints, appurtenances and anomalies found during the inspection and analysis Anomalies should be grouped and ranked to aid in determining further investigation.

Q. Reports and deliverables shall be submitted in hard copies (three copies) and electronic format with database, information viewable in ArcMap with all pertinent information. Report should include at minimum; executive summary, location map of the project, indicating start and end of project, date started and date completed, tables with pertinent information, pictures, videos of CCTV, and any other information necessary for the project. Conclusion shall be clear and concise depicting the condition of pipe. Database tables will be named clearly identifying the information. Database will be the property of the City of Dallas and information will not be shared without prior written approval from the City of Dallas staff responsible for the project/inspection.

GROUP 4 - REQUIREMENTS FOR INTERNAL NON-TETHERED FREE-SWIMMING LEAK AND GAS POCKET INSPECTION

This specification covers the requirements for conducting non-tethered free-swimming leak assessments. The leak assessment shall be performed internally while the pipeline remains in service. A free-swimming acoustic leak detection system is inserted into a live water main carried by the flow of water. The device will travel through the pipeline detecting leak(s) and gas pockets.

Requirements:

A. Such method/device must be operable while pipeline remains in service.

B. Such method/device must be able to detect multiple leaks in a single section of pipe.

C. Such survey shall be performed in a non-destructive manner.

D. Such method/device must have the ability to survey pipelines with an inside diameter of six (6) inches or larger.

E. Such method/device must be capable of operating and detecting leaks in a pipeline that is buried twenty (20) feet in the ground.

F. Such method/device must be capable of detecting leaks at a rate of 0.35 gallons per minute at a minimum pressure of 15 psi.

G. Prior to initiating work, the Vendor shall perform a site reconnaissance of the pipeline to be surveyed and furnish a detailed written Work Plan to DWU project coordinator.

H. DWU will make provisions for contractor to install external sensors for tool tracking.

I. Vendor shall locate and mark, on the ground surface, the location of all identified leaks and pockets of trapped gas, or air pockets.

J. Preliminary analysis shall be available to DWU within 24 hours of completion of inspection. Locations of large leaks will be estimated and marked by contractor and attempt to pinpoint using a ground microphone within 24 hours of completion of inspection.

K. DWU shall furnish traffic control as required.

L. Final reports of analysis must be available in a GIS format using mapping-grade GPS data and is compatible to City of Dallas system and preference.

M. The vendor must have the capability of mobilizing and beginning such analysis within seven (7) working days of notification by DWU.

N. Such method/device must be able to operate inside a pipeline with a minimum flow velocity of one (1) foot per second (ft/s).

O. Such method/device must be able to enter and conduct survey through a minimum access of four (4) inches.

P. Such method/device must be capable of surveying up to ten (10) miles inside the pipeline from a single insertion point.

Q. Such method/device must be capable of surveying ten (10) miles of pipeline per day.

R. Be capable of assessing multiple pipeline material types including PCCP, RCCP, AC, PVC, HDPE, GRP, Steel, Cast Iron, and Ductile Iron Pipe.

S. Provide detailed report of pipeline segment(s) assessed within GIS format using mapping-grade GPS data. GIS data must be compatible with City of Dallas GIS system. The report must include location and rating/size of each leak detected during assessment.

T. Reports and deliverables shall be submitted in hard copies (three copies) and electronic format with database, information viewable in ArcMap with all pertinent information. Report should include at minimum; executive summary, location map of the project, indicating start and end of project, date started and date completed, tables with pertinent information, pictures and any other information necessary for the project. Conclusion shall be clear and concise depicting the condition of pipe. Database tables will be named clearly identifying the information. Database will be the property of the City of Dallas and information will not be shared without prior written approval from the City of Dallas staff responsible for the project/inspection.

GROUP 5 - REQUIREMENTS FOR INTERNAL NON-TETHERED FREE SWIMMING PIPE WALL ASSESSMENT

Pipeline wall assessment testing involves the use of an in-line free-swimming sensor inserted into a pipeline while the pipeline is in-service and under pressure. The sensor is carried by the flow of water. The device travels through the pipeline and is tracked from above ground. When the inspection is completed the sensor is retrieved. Data provided identifies areas of concern using pipe wall assessment of pipeline segment and geographical location of pipeline inspected.

Requirements:

A. Perform the analysis in a nondestructive manner, while the pipeline is in service or under pressure.

B. Be capable of inspecting ductile-iron, cast-iron and steel pipelines with diameters 10-inches and up.

C. Such method/device must be capable of surveying ten (10) miles of pipeline per day.

D. Be capable of inserting, advancing and retrieving device during time of assessment.

E. Be able to capture data on a pipe-by-pipe basis and identify pipe sections of concern.

F. Be able to disinfect device prior to deployment within potable pipeline. Devices previously deployed within wastewater piping systems are not to be utilized within potable water pipelines.

G. Be able to track the device from the surface in real-time during the inspection, providing at least 3 ft accurate surface locations and provide GPS data.

H. DWU will make provisions for contractor to install external sensors for tool tracking.

I. Be able to deploy and operate device within pipeline at a minimum flow rate of 1 foot per second and maximum 5 feet per second.

J. Provide a detailed report of the pipeline segments assessed, identifying joints, appurtenances and anomalies found during the inspection and analysis. Anomalies should be grouped and ranked to aid in determining further investigation.

K. Provide detailed report of pipeline segment(s) assessed within GIS format using mapping-grade GPS data. GIS data must be compatible with City of Dallas GIS system. The report must include location and pipeline wall assessment data obtained during inspection.

L. Provide City of Dallas with preventative maintenance records pertaining to device being utilized for each location. Records should indicate the type of maintenance required for device, recommended intervals and history of maintenance performed within previous eighteen-months of request.

M. Be able to mobilize staff and equipment to begin analysis of pipeline within 48 hours (or less) of notification from City of Dallas.

N. Reports and deliverables shall be submitted in hard copies (three copies) and electronic format with database, information viewable in ArcMap with all pertinent information. Report should include at minimum; executive summary, location map of the project, indicating start and end of project, date started and date completed, tables with pertinent information, pictures, and any other information necessary for the project. Conclusion shall be clear and concise depicting the thickness of pipe. Database tables will be named clearly identifying the information. Database will be the property of the City of Dallas and

information will not be shared without prior written approval from the City of Dallas staff responsible for the project/inspection.

GROUP 6 - REQUIREMENTS FOR MANNED ELECTROMAGNETIC NONDESTRUCTIVE INSPECTION

This specification covers the requirements for detecting and quantifying the amount of broken wires within all types of Prestressed Concrete Cylinder Pipe (PCCP) and Bar-Wrapped concrete cylinder pipelines (BWP); and locating areas of concern in Metallic pipelines in a nondestructive manner. The PCCP and BWP assessment involves an exciter coil that is used to induce a small electrical current in the steel wires and steel cylinder. The current in the steel wires then induces a small current in a second coil called the detector. The amplitude and phase of the signal received at the detector will change depending on if the steel wire is broken or not. The change in the detector signal is then analyzed and an estimate of the number of broken wires is given. Inspections provide a medium resolution assessment of metallic pipelines by detecting significant defect and wall loss.

Requirements:

A. Perform the test in a nondestructive manner.

B. Submit results in a GIS format using mapping-grade GPS data and that is compatible with the City of Dallas GIS system.

C. Have the capability of mobilizing and beginning an inspection within 48 hours (or less) of notification by City of Dallas

D. Have a range of mechanical and manpowered systems to accommodate pipe diameters from 36 inches to 162 inches.

E. Have a detailed library of EM signals based on different features, pipe diameters and pipe types which will allow it to make informed judgments on the condition of pipelines.

F. Have a range of mechanical and manpowered systems to accommodate various degrees of bends and angles that are enveloped with water (tributary crossings) and earth.

G. Be capable of performing an assessment of pipeline externally using electromagnetics (V-Tool).

H. Be able to detect defects and anomalies on the steel cylinder in PCCP.

I. Be able to track all versions of testing equipment from above ground during assessment.

J. Be capable of comparing results to previous Pure EM inspection results, using the same calibration curve for both data sets.

K. Provide City of Dallas with preventative maintenance records pertaining to device being utilized for each location. Records should indicate the type of maintenance required for device, recommended intervals and history of maintenance performed within previous eighteen (18) months of request.

L. Reports and deliverables shall be submitted in hard copies (three copies) and electronic format with database, information viewable in ArcMap with all pertinent information. Report should include at minimum; executive summary, location map of the project, indicating start and end of project, start and completion dates, tables with pertinent information, pictures, videos if it helps understand the condition, and any other information necessary for the project. Conclusion shall be clear and concise depicting the condition of pipe at the time of inspection. Database tables will be named clearly identifying the

information. Database will be the property of the City of Dallas and information will not be shared without prior written approval from the City of Dallas staff responsible for the project/inspection.

M. Provide examples of calibration curves generated from various pipe types including BWP, DIP, Steel, LCP, ECP, and ECP with shorting straps. The vendor must be able to provide detailed data regarding how these curves are used to estimate the pipe damage with the bid packet.

GROUP 7 - REQUIREMENTS FOR INTERNAL ROBOTIC ELECTROMAGNETIC NONDESTRUCTIVE INSPECTION

This specification covers the requirements for conducting condition assessment using a tethered robot fitted with multiple sensors and placed into a depressurized pipeline. As the inspection vehicle travels down the pipeline data from multiple sensors are collected. When the inspection is completed the vehicle is pulled back via its tether or drives back by itself to the entry point. Data can include ovality/deflection, shape, diameter, corrosion/pipe loss, sediment volume, slope, bend radii, H2S/Temperature, condition of joints and cracks.

Requirements:

A. Perform the test in a nondestructive manner.

B. Be capable of advancing and retrieving device during time of assessment.

C. Submit results in a GIS format using mapping-grade GPS data and that is compatible with the City of Dallas GIS system.

D. Have the capability of mobilizing and beginning an inspection within 48 hours (or less) of notification by City of Dallas

E. Have a range of mechanical and manpowered systems to accommodate pipe diameters from 24-inches to 96-inches.

F. Have a detailed library of EM signals based on different features, pipe diameters and pipe types which will allow it to make informed judgments on the condition of pipelines.

G. Be capable of performing an internal assessment within a depressurized pipeline with water levels between 1-99% where less than 100 psi is applied to the robot, including inspection of portions of pipeline filled with water.

H. Have a range of mechanical and manpowered systems to accommodate various degrees of bends and angles that are enveloped with water (tributary crossings) and earth.

I. Be able to detect defects and anomalies on the steel cylinder in BWP, DIP, Steel and broken wraps in BWP and PCCP.

J. Be capable of using digital CCTV; laser profiling and LIDAR; sonar; and modular high end inertial measurement unit (IMU) capabilities.

K. Be able to track all versions of testing equipment from above ground during assessment.

L. Be capable of comparing results to previous Pure EM inspection results, using the same calibration curve for both data sets.

M. Provide City of Dallas with preventative maintenance records pertaining to device being utilized for each location. Records should indicate the type of maintenance required for device, recommended intervals and history of maintenance performed within previous eighteen (18) months of request.

N. Reports and deliverables shall be submitted in hard copies (three copies) and electronic format with database, information viewable in ArcMap with all pertinent information. Report should include at minimum; executive summary, location map of the project, indicating start and end of project, start and completion dates, tables with pertinent information, pictures, videos if it helps understand the condition, and any other information necessary for the project. Conclusion shall be clear and concise depicting the condition of pipe at the time of inspection. Database tables will be named clearly identifying the information. Database will be the property of the City of Dallas and information will not be shared without prior written approval from the City of Dallas staff responsible for the project/inspection.

O. Provide examples of calibration curves generated from various pipe types including BWP, DIP, Steel, LCP, ECP, and ECP with shorting straps. The vendor must be able to provide detailed data regarding how these curves are used to estimate the pipe damage with the bid packet.

GROUP 8 - REQUIREMENTS FOR INTERNAL FREE SWIMMING ELECTROMAGNETIC NONDESTRUCTIVE INSPECTION CAPABLE OF PASSING BUTTERFLY VALVES

This specification covers the requirements for detecting and quantifying the amount of broken wires within all types of Prestressed Concrete Cylinder Pipe (PCCP) and Bar-Wrapped pipelines (BWP); and locating areas of concern in Metallic pipelines in a free swimming nondestructive manner. The assessment involves an exciter coil that is used to induce a small electrical current in the steel wires. The current in the steel wires then induces a small current in a second coil called the detector. The amplitude and phase of the signal received at the detector will change depending on if the steel wire is broken or not. The change in the detector signal is then analyzed and an estimate of the number of broken wires is given. Inspections provide a medium resolution assessment of metallic pipelines by detecting significant defect and wall loss.

Requirements:

A. Perform the test in a free swimming nondestructive manner.

B. Be capable of passing butterfly valves with the free swimming tool.

C. Submit results in a GIS format using mapping-grade GPS data and that is compatible with the City of Dallas GIS system.

D. Have the capability of mobilizing and beginning an inspection within 48 hours (or less) of notification by City of Dallas

E. Have a range of mechanical and manpowered systems to accommodate pipe diameters from 16-inches to 120-inches.

F. DWU will make provisions for contractor to install external sensors for tool tracking.

G. Have a detailed library of EM signals based on different features, pipe diameters and pipe types which will allow it to make informed judgments on the condition of pipelines.

H. Be capable of performing an internal assessment within a pressurized pipeline, while pipeline remains in service.

I. Have a range of mechanical and manpowered systems to accommodate various degrees of bends and angles that are enveloped with water (tributary crossings) and earth.

J. Be able to detect defects and anomalies on the steel cylinder in BWP, DIP, Steel and broken wraps in BWP and PCCP.

K. Be able to track all versions of testing equipment from above ground during assessment.

L. Be capable of comparing results to previous PureEM inspection results, using the same calibration curve for both data sets.

M. Provide City of Dallas with preventative maintenance records pertaining to device being utilized for each location. Records should indicate the type of maintenance required for device, recommended intervals and history of maintenance performed within previous eighteen (18) months of request.

N. Reports and deliverables shall be submitted in hard copies (three copies) and electronic format with database, information viewable in ArcMap with all pertinent information. Report should include at minimum; executive summary, location map of the project, indicating start and end of project, start and completion dates, tables with pertinent information, pictures, videos if it helps understand the condition, and any other information necessary for the project. Conclusion shall be clear and concise depicting the condition of pipe at the time of inspection. Database tables will be named clearly identifying the information. Database will be the property of the City of Dallas and information will not be shared without prior written approval from the City of Dallas staff responsible for the project/inspection.

O. Provide examples of calibration curves generated from various pipe types including BWP, DIP, Steel, LCP, ECP, and ECP with shorting straps. The vendor must be able to provide detailed data regarding how these curves are used to estimate the pipe damage with the bid packet.

GROUP 9 - REQUIREMENTS FOR INTENRAL FREE SWIMMING ELECTROMAGNETIC NONDESTRUCTIVE INSPECTION NOT CAPABLE OF PASSING BUTTERFLY VALVES

This specification covers the requirements for detecting and quantifying the amount of broken wires within all types of Prestressed Concrete Cylinder Pipe (PCCP) and Bar-Wrapped pipelines (BWP); and locating areas of concern in Metallic pipelines in a free swimming nondestructive manner. The assessment involves an exciter coil that is used to induce a small electrical current in the steel wires. The current in the steel wires then induces a small current in a second coil called the detector. The amplitude and phase of the signal received at the detector will change depending on if the steel wire is broken or not. The change in the detector signal is then analyzed and an estimate of the number of broken wires is given. Inspections provide a medium resolution assessment of metallic pipelines by detecting significant defect and wall loss.

Requirements:

A. Perform the test in a free swimming nondestructive manner.

B. Submit results in a GIS format using mapping-grade GPS data and that is compatible with the City of Dallas GIS system.

C. Have the capability of mobilizing and beginning an inspection within 48 hours (or less) of notification by City of Dallas

D. Have a range of mechanical and manpowered systems to accommodate pipe diameters from 16-inches to 120-inches.

E. DWU will make provisions for contractor to install external sensors for tool tracking.

F. Have a detailed library of EM signals based on different features, pipe diameters and pipe types which will allow it to make informed judgments on the condition of pipelines.

G. Be capable of performing an internal assessment within a pressurized pipeline, while pipeline remains in service.

H. Have a range of mechanical and manpowered systems to accommodate various degrees of bends and angles that are enveloped with water (tributary crossings) and earth.

I. Be able to detect defects and anomalies on the steel cylinder in BWP, DIP, Steel and broken wraps in BWP and PCCP.

J. Be able to track all versions of testing equipment from above ground during assessment.

K. Be capable of comparing results to previous Pure EM inspection results, using the same calibration curve for both data sets.

L. Provide City of Dallas with preventative maintenance records pertaining to device being utilized for each location. Records should indicate the type of maintenance required for device, recommended intervals and history of maintenance performed within previous eighteen (18) months of request.

M. Reports and deliverables shall be submitted in hard copies (three copies) and electronic format with database, information viewable in ArcMap with all pertinent information. Report should include at minimum; executive summary, location map of the project, indicating start and end of project, start and completion dates, tables with pertinent information, pictures, videos if it helps understand the condition, and any other information necessary for the project. Conclusion shall be clear and concise depicting the condition of pipe at the time of inspection. Database tables will be named clearly identifying the information. Database will be the property of the City of Dallas and information will not be shared without prior written approval from the City of Dallas staff responsible for the project/inspection.

N. Provide examples of calibration curves generated from various pipe types including BWP, DIP, Steel, LCP, ECP, and ECP with shorting straps. The vendor must be able to provide detailed data regarding how these curves are used to estimate the pipe damage with the bid packet.

Provide evidence with bid packet that the technology has been successfully proven and utilized on a minimum of 40 miles of pipeline.

GROUP 10 - REQUIREMENTS FOR REMOTE TRANSIENT PRESSURE MONITORING

This specification covers the requirements for monitoring and recording of pressures acting on a pipeline. The process involves the attachment of sensor to pipeline, transferring activities to data acquisition unit. The pressure is recorded at set intervals during steady state conditions and increases when a transient pressure is detected. The current approved brand is Telog or approved equal.

Requirements:

A. Perform the analysis in a nondestructive manner.

B. Have the capability of mobilizing and begin monitoring within 48 hours (or less) of notification by City of Dallas.

C. Be capable of increasing the sample rate up to 32 times per second when transient pressure occurs within pipeline. High rate sampling trigger should be individually programmable based on a user defined change in pressure within a user defined period of time.

D. Provide a portable system that can be remotely powered. Support mechanisms must be easily securable with weather resistant cables.

E. Use sensors that cover all pressure ranges from -14.7 psi to 300 psi.

F. Be capable of installing system while pipeline remains in service.

G. Have adequate staff onsite during services. This shall include staff and availability for periodic retrieval and download of recorded pressure and transient data as required by monitoring interval and recorder settings.

H. Be capable of remotely downloading data using wireless data transmission.

I. Be able to perform required services on all pipe materials and sizes.

J. When applicable, reports and deliverables shall be submitted in hard copies (three copies) and electronic format with database, information viewable in ArcMap with all pertinent information. Report should include at minimum; executive summary, location map of the project, start and completion dates, tables with pertinent information, pictures, and any other information necessary for the project. Conclusion shall be clear and concise depicting findings. Database tables will be named clearly identifying the information. Database will be the property of the City of Dallas and information will not be shared without prior written approval from the City of Dallas staff responsible for the project/inspection.

K. Wireless transient pressure monitoring units may be allowed where installation site and application permit. Wireless transient pressure monitoring units shall be supplied as complete units, including integrated communications for use on existing wireless networks, with all wireless communication requirements (SIM card, data plan, data hosting, web portal) included in comprehensive package. Wireless units shall be supplied by a manufacturer who has been in business with a history of providing remote sensor units for a minimum of five (5) years.

L. All installations shall include a shut-off valve, and analog pressure gauge for verification of recorded pressures.

M. Provide five (5) examples of monitoring projects. The vendor must provide where accuracy has been verified. The vendor must provide the contact information of the clients with the bid packet.

GROUP 11 - REQUIREMENTS FOR EXTERNAL PIPELINE WALL ASSESSMENT TESTING

This specification covers the requirements for measuring the average remaining wall thickness of iron, asbestos cement, and steel pipelines using non-invasive acoustic methods. The assessment involves placing acoustic sensors at each end of a test interval of a pipeline, either at appurtenances or directly on the pipe wall. Sounds are induced in the pipeline from outside this test interval. The velocity of the sound is then used to calculate the remaining average wall thickness over the test interval. The current approved brand is ePulse (as described in US patents 6561032 and 7328618) or approved equal.

Vendor must:

A. Perform the analysis in a non-intrusive and non-invasive manner, while the pipeline is in service under normal operating conditions.

B. Be capable of inspecting ductile iron, pit-cast iron, spun-cast iron, asbestos cement, and steel pipe

C. Be capable of inspection diameters from 4'' to 60''.

D. Be able to inspect pipelines with pressures of 15 psi to 150 psi.

E. Be capable of inspecting test intervals of between 150 linear feet and 600 linear feet.

F. Be capable of calculating remaining service life and/or future failure probability based from these results for asbestos cement and cast iron pipes.

G. Be able to detect acute water leaks on inspected segments at the time of survey.

H. Be able to comply with basic traffic control standards in low-traffic areas.

I. Provide detailed report of pipeline segment(s) assessed within GIS format. GIS data must be compatible with City of Dallas GIS system.

J. Be able to mobilize staff and equipment to begin analysis of pipeline within one week (7 days) of notification from City of Dallas for time-critical surveys.

K. Be able to mobilize staff and equipment to begin analysis of pipeline within three weeks (21 days) of notification from City of Dallas for general surveys.

L. Reports and deliverables shall be submitted in hard copies (three copies) and electronic format with database, information viewable in ArcMap with all pertinent information. Report should include at minimum; executive summary, location map of the project, indicating start and end of project, date started and date completed, tables with pertinent information, pictures, and any other information necessary for the project. Conclusion shall be clear and concise depicting the thickness of pipe. Database tables will be named clearly identifying the information. Database will be the property of the City of Dallas and information will not be shared without prior written approval from the City of Dallas staff responsible for the project/inspection.

M. Provide evidence with bid packet that this technology has been successfully proven and utilized on a minimum of **100** miles of pipeline.

GROUP 12 - REQUIREMENTS FOR ACOUSTIC FIBER OPTIC (AFO) MONITORING OF PCCP

This specification covers requirements for the installation and operation of an Acoustic Fiber Optic (AFO) pipeline monitoring system in pre-stressed concrete cylinder pipelines (PCCP). An AFO System is installed while the pipeline is dewatered and will continuously monitor the pipeline while in service. The AFO System is designed to detect energy signals that are generated by wire breaks as they occur. The system should identify and report these events to the City of Dallas in near real-time.

Requirements:

A. Such system must provide continuous, twenty-four (24) hour monitoring of acoustic events of the City of Dallas' pipeline at the specified site.

B. Such system must be operational for a period of not less than 95% aggregate time on an annual basis, excluding power outages or other events outside the control of the vendor.

System uptime is to be calculated as the successful percentage of the simulated verifications captured that are played by the system once per hour each day.

C. Such system must allow remote operation of the AFO System to enable continuous recording of acoustic events.

D. Operation of the AFO System must include hourly simulated verifications, daily remote site checks, and an annual site visit.

E. Vendor must provide continuous downloading of data to a Vendor-based central server.

F. Vendor must provide continuous event processing by the Vendor's data processing department as long as internet connection to the system is available.

G. Vendor shall include three (3) years of monitoring and warranty with each system installed

H. Vendor must be able to detect and locate wire breaks that emit a signal greater than 10 kHz, to a degree of accuracy within plus or minus three (3) feet.

I. City of Dallas must be notified of wire breaks by email within one (1) business day of event occurring.

J. Notification of the location and extent of any abnormal activity detected within the monitoring system must be provided to the City of Dallas within one (1) business day of occurrence.

K. Vendor must provide daily updates to a password protected website where the City of Dallas can monitor wire break events.

L. Vendor must provide remote support to DWU for onsite activities during the identification and repair of one (1) contiguous pipe section per year, including the necessary remapping of the AFO cable.

M. Vendor must be responsible for the provision and installation of software upgrades useable with the installed AFO System as they become available.

N. Provide five (5) examples of projects where these systems have successfully identified wire breaks. The vendor must provide where data quality and accuracy has been verified. The vendor must provide the contact information of the clients with the bid packet.

ADDITIONAL LABOR CHARGE: Crew (including crew lead or other misc. crew personnel) performing additional needed work to complete the task that is outside normal anticipated contract requirements. Crew's supervisor that may or may not be present during field operations; all other labor is covered by the required work within the scope of the contract requirements such as technical, engineering etc.

STAND-BY-RATE: The charge for Stand-By-Rate will be allowed if the City calls for a cease from work for a job being performed in the field at that time. The contractor's crew shall remain in a state of readiness while the City performs a needed task(s). Once the task(s) is completed by the City the contractor shall resume their assigned work.

WARRANTY OF SERVICE: All services rendered under this contract shall be warranted to be free from defects in workmanship, planning and materials which affect the integrity of the service. The warranty shall be for the customary warranty period or a period of one (1) year, whichever is greater. If service fails and is believed to be the awarded Contractor's responsibility, the City of Dallas shall give written notice for additional service and repair. The Contractor shall make corrections at the Contractors expense in a manner agreed upon by the City. The warranty shall begin upon the City's start-up of the product, installation, or service.

Any service shall be rendered again within (30) working days after the detection by the City at no additional cost to the City. The awarded vendor will be held responsible for all work including those of his subcontractor(s).

WARRANTY OF EQUIPENT: All purchased equipment shall be new and warranted to be free from defects in workmanship, design and materials. Warranty shall be for the manufacturer's customary warranty period or a period of one (1) year whichever is greater. The warranty will begin upon the City's acceptance of the parts installation, or service.

Defective parts shall be replaced when it has been determined that the failure(s) is product related. Vendor will be responsible for any shipping charges for returns during the warranty period. If the part(s) causes failure and is believed to be defective, the City shall give notice and the vendor shall proceed in correcting the problem at no additional cost to the City. The warranty period will start anew upon the City's final acceptance of the replaced/repaired product.
The warranty will begin upon the City's start-up of the product, installation, or service.

Warranties and guarantees by suppliers of various components in lieu of a single source is the responsibility of the contractor. The contractor shall be solely responsible for the guarantee of all services performed.

ENVIROMENTAL: The City of Dallas has adopted an Environmental Policy that commits Contractors with the City to adhere to specific environmental standards. See attachment "05- Attachment A - Environmental Requirements.

ERROR AND OMISSION: Proposers are expected to examine all documents that make up the Proposal Solicitation. Proposers shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the solicitation documents. Proposers must use the complete proposal solicitation to prepare proposal submittals. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete proposal solicitations. The vendor is required to notify the City of Dallas Purchasing Department of any noted error, omission or ambiguity.

A vendor shall not be allowed to take advantage of any error or omission in these specifications. The vendor is required to review these specifications carefully and notify the City of Dallas Purchasing Department of any noted error or omission.

**********END OF SPECIFICATION**********

Exhibit B

Solicitation Number

BMZ1702

Specifications
For
Non-Destructive Pipe Analysis
&
Internal Leak Surveying

Prepared for:

The City of Dallas

City of Dallas

By:

Pure Technologies U.S. Inc.
4505 Excel Parkway, Suite 600
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December 1, 2016

pure TECHNOLOGIES

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FIRM EXPERIENCE

Pure Technologies U.S. Inc. (Pure Technologies) works to protect the critical infrastructure necessary for everyday life and we are driven to improve the way infrastructure is managed. Our technologies and expertise are being used around the world to help manage infrastructure deterioration and reduce loss. With over 30 years of pipeline management experience, over 500 employees and 11 offices worldwide, the majority of our business is dedicated to delivering state-of-the-art pipeline management solutions for water utilities to optimize the life of their pipeline infrastructure. The approaches utilized by Pure Technologies provide effective condition assessment systems used to identify and locate early indicators of deterioration. Combining proprietary technologies and specialized engineering analysis allows Pure Technologies to establish baseline conditions of pipelines. Identifying and locating pipeline defects provides the client with "actionable" information, enabling a more informed decision to selectively rehabilitate, replace or monitor specific pipes – resulting in significant cost savings compared to the replacement of an entire pipeline.

This is demonstrated by the following highlights of our team:

- Experience: Pure Technologies has managed the condition assessment of more than 16,000 miles of pressure pipe including over 600 miles of transmission lines.
- Expertise: Our engineers and scientists have written national standards for condition assessment of force mains, pressurized water mains, as well as numerous technical papers on the subject. In addition, Pure Technologies staff has proudly been involved in national committees within the industry.
- Innovation: Our engineers and scientists are actively involved in research and development to provide new and innovative technologies and methods for pipeline assessment. This knowledge allows Pure Technologies to develop assessments that provide utilities with actionable information in order to effectively manage their critical pressure pipeline infrastructure.
- Inspection Toolbox: Pure Technologies has developed a suite of condition assessment tools and technologies for collecting critical data on pipelines. The environments our tools operate in are pressurized, at times adverse and often lack redundancy. These unique operational challenges have pushed Pure Technologies' research and development efforts to refine our technology platforms to serve a wide variety of clients with varying pipe diameters, pipe materials and operational constraints. As critical infrastructure continues to deteriorate around the world, Pure Technologies will continue to develop services that help mitigate risk and extend the useful life of pipelines.

PROJECT UNDERSTANDING AND APPROACH

Pure Technologies has developed a comprehensive approach to pressure pipe management called Assess and Address™. The goal of this approach is to identify and rehabilitate high risk pipes before they fail, which significantly increases the remaining useful life of the pipeline at a fraction of the total replacement cost and avoids unnecessary pipeline failure. This approach involves performing a comprehensive assessment of the pipelines (Assess) and implementing corrective actions to safely extend the life of the pipeline (Address). Historically, less than 4% of pipes, on average, exhibit any distress, with only 1% or less typically exhibiting significant distress requiring immediate attention. By focusing on each individual pipe section as an asset (versus treating the entire pipeline as an asset), Pure Technologies can identify, isolate and allow utilities to address problematic pipes sections. No longer are utilities required to simply replace a water main at a significant cost. Utilities can now focus rehabilitation and repair efforts on only the problematic pipes, at a small fraction of the cost of the replacement of the pipeline, and consequentially extending the remaining useful life of the pipeline well beyond the original design life.

The following approach has been developed for the City of Dallas with this philosophy in mind. Pure Technologies has the best combination of tools, techniques and experience to aid the City of Dallas in the understanding and evaluation of their assets for both the immediate and future needs of assessing their pipelines. By inspecting pipelines for leaks and areas of corrosion, Pure Technologies will develop a full understanding of where the pipeline is currently compromised and failing (leaking), where future failures may occur, as well as the risk of those failures occurring over a given timeline. The following approach has been broken into incremental phases in order to add clarity to the scope and progression of the project. As in many instances, there may be quite a few unknowns about each pipeline, and thus Pure Technologies advocates that the first phase be focused on an in depth look at all the information, past reports and logs the City of Dallas may have on the particular pipeline being assessed, in order to ensure an unhindered progression throughout the inspection and analysis phases of the project.

The descriptions listed herein are methodologies and technologies for inspecting and analyzing all pipe types are included in this proposal. It is important to note that no single technology or single solution fits all pipelines; rather, the best approach is to customize a methodology based on the parameters of each pipeline (e.g. consequence of failure, failure history, age, material, diameter, access, failure modes/mechanisms, pressure, flow velocity, etc.). Pure Technologies has significant experience and resources in the development of customized methodologies for assessing all pipelines and Pure Technologies will work with the City of Dallas' project manager to weigh all appropriate options and provide the most accurate and cost-effective solution.

Prior to the development of any pipeline assessment project, existing information, as it relates to the subject pipelines, will be collected and reviewed. This will include conducting site visits along the alignment to document any potential changes in loading conditions on the pipe. As part of the review, this information must be compared with what is necessary to successfully execute the inspection and ultimately the condition assessment of the asset. Data collected during this phase of the project will be

used to develop planning documents and confirm the proposed assessment techniques described herein. Pure Technologies will draft alternative options for tethered and free swimming tools, along with the required taps and access points needed for tracking. These costs will be summarized and discussed with the City of Dallas project manager to determine the scope for each project. Pure Technologies has assembled a team that can address construction needs that may arise in preparation of the pipeline including valve assessment, valve repair, pipe tapping, excavations, manhole installation and road repair. Pure has experience with gaining required permits for performing pipe inspections within the City of Dallas levees. Pure will ensure this process is done thoroughly and in a timely manner so as to not delay required work.

During this phase, Pure Technologies will develop a Planning Document for inspection of the selected pipelines with the City of Dallas' staff. The Planning Document will clearly detail how the condition assessment for the pipelines will be carried out and will, at a minimum, include:

- Background information on the pipe: as-built records, failure history, operating and transient pressure information and areas of greatest concern.
- Proposed assessment methodologies: technologies and methods to be used to assess the pipeline.
- Access requirements: What access points will be needed for assessment?
- Detailed scope of field work (for Pure Technologies and the City of Dallas) and Schedule
- Action items for Pure Technologies and the City of Dallas.
- Cathodic protection information to be evaluated such as installation design documents, maintenance records, and voltage readings (if applicable).

The inspection scope of work to be performed by the Pure Technologies will vary depending on the specific pipeline to be inspected whose variables may include: pipe diameter, material, total length, length between access points, flow, pressure, duration of available shutdowns etc. Specific scope items related to these services may include the following:

- Inspection Site Preparations
- Inspection Field Work (including leak and gas pocket detection, electromagnetic inspection, post inspection forensics, and post failure forensics)
- Inspection Data Analysis
- Structural Analysis
- Remaining Useful Life Analysis
- Risk Analysis (Consequence of Failure and Likelihood of Failure)

Various methods of inspection will be employed including the following:

- In-line acoustic leak and gas pocket detection using tethered and untethered tools.
- Structural pipe wall inspections using electromagnetic technologies to identify and locate areas of internal and external corrosion and/or broken steel bars or wire wraps within the pipe wall. The electromagnetic tools may be applied internally in a dewatered or fully flowing pipeline or externally depending on the specific pipeline conditions. Pure Technologies will employ free swimming platforms, tethered robotic platforms or manned-entry platforms to accomplish the electromagnetic inspections.

Schedule

Pure Technologies' team is ready to begin work upon receipt of the notice to proceed. The Pure Technologies team will immediately meet with the City of Dallas staff to expedite the valve assessment, pipe tap planning, and technology alternatives analysis. Once the specific scope for each pipe inspection project is agreed upon, the Pure Technologies team will work with the City of Dallas on the inspection preparations, field work and analysis.

Reporting

Reporting scope and deadlines will be contingent upon the pipeline/pipelines chosen for investigation, as well as the technology/technologies that are used for the condition assessment. Pure Technologies will provide the City of Dallas reports in the form of three hard copies and one electronic version upon completion. The schedule for reporting will be negotiated upon award of the project/projects and can be generalized in the following manner:

Standard Report Schedule

Inspection Technology	Standard Analysis Timeframe*	Accelerated Analysis Timeframe**
SmartBall® leak and gas pocket detection	4 weeks to 6 weeks after completion of field work.	1 day for preliminary leak estimates
Sahara® leak, video, and gas pocket detection	4 weeks to 6 weeks after completion of field work (leaks marked on-site during inspection)	1 week
PipeDiver®, PureRobotics® and PureEM	8 weeks to 12 weeks after completion of field work	1 week for preliminary pipe list
SoundPrint AFO	1 Business Day Per Event	N/A

*Timeframes provided on this table are based on inspections of 10 miles or less.

**Accelerated analysis costs between 150% and 300% of standard analysis, depending on the inspection technology and the specific timeframe requested.

Pure Technologies includes inspection reporting in the data analysis timeframes. Additional services utilizing these reports are also available, such as structural evaluation, finite element analysis, transient pressure analysis, and statistical evaluations for remaining useful life. The following table identifies the typical timeframes for these services.

Expedited Report Schedule

Service	Timeframe
Risk Prioritization	8 to 16 weeks
Finite Element Analysis	2 to 4 weeks
C301/C304 Analysis	1 to 2 weeks
Transient Pressure Monitoring and Analysis	2 to 4 weeks
Markov Chain Monte Carlo RUL evaluation	8 to16 weeks

DESCRIPTION OF TECHNOLOGY

Leak and Gas Pocket Detection

SmartBall® Leak and Gas Pocket Detection

The SmartBall® leak and gas pocket detection tool, Figure 1, is a free-swimming tool used to identify and locate leaks and gas pockets in pressurized pipelines. Leaks are typically a precursor to a larger scale pipe failure. Gas pockets can cause major hydraulic restrictions that result in a reduction of hydraulic capacity in the pipeline and can also increase the risk of damaging surge events within the pipeline. SmartBall® is able to inspect long stretches in a single deployment without disruption to regular pipeline service as it can be inserted and extracted into and out of a fully pressurized pipeline.

Figure 1-SmartBall® Core, Foam Outer Shell, and SmartBall® Receiver (SBR)

The SmartBall® tool is inserted into a pipeline and travels with the flow while recording acoustic data created by any leaks and/or gas pockets. Prior to insertion, the SmartBall® and all equipment used for insertion and extraction are properly disinfected and prepped for entrance into the live line. The SmartBall® tool requires one access point for insertion and one for extraction, both at a minimum of 4 inches in diameter with a full port valve. The SmartBall® is tracked throughout the inspection at predetermined fixed locations on the pipeline through the attachment of external sensors. If access to the pipeline is limited, flexible hydrophone trackers may be deployed through existing hydrants or air release valve (ARV) structures along the inspection stretch depending on their location. The use of these tracking sensors allow for a reduction in the number of excavation sites required for tracking.

The applicable U.S. patents (includes noted applications) are: Anomaly Detector for Pipelines (untethered, unpowered, rollable device to sense condition of pipeline wall) Patent No. 8,098,063; Issue Date: 1/17/2012 and Apparatus and Method to Assess the Condition of Metallic and Other Pipelines – Application Serial No. 62,193,926; Status: Pending

INSERTION & EXTRACTION OF SMARTBALL®

Pure Technologies will work with the City of Dallas to identify suitable insertion and extraction locations, after reviewing all available pipeline drawings, design specifications, hydraulic conditions, and manufacturing and installation details and coordinating with the City of Dallas' staff.

SMARTBALL® RECEIVER (SBR) TRACKING LOCATIONS

To determine the location of identified leaks and/or gas pockets, SBRs are used to track the position of the SmartBall®. SBRs utilize tracking sensors to track the SmartBall® as it travels in the pipeline. The location of the tracking sensors on the pipeline is critical to obtaining accurate location data. The sensors must be glued directly to a flange that is connected to the pipeline, at the base of a riser connected directly to the pipeline, or on the pipe wall itself. In general, the sensor cannot be further than 1 foot from the flow of water in the pipeline and should not be placed above any valve or appurtenance as the feature will inhibit the sensor from detecting the sound being transmitted from the SmartBall® tool. We anticipate sensor spacing for SBRs at approximately one-half (1/2) to (1) mile, based on availability of access to pipeline appurtenances. Pure Technologies will confer with the City of Dallas to verify which appurtenances can be used for deployment of the sensors to minimize any inconvenience.

A consistent flow rate of approximately 1.0 to 2.5 feet per second is requested. An exact flow rate needed will be determined after the site reconnaissance and will be included in the Planning Document. If the review of the pipeline drawings indicates the presence of any connections or laterals on the pipeline, flow into the laterals must be restricted to ensure that the SmartBall® stays within the pipeline being monitored. SmartBall® can operate in mains operating at pressures from as low as 1 psi, however in order to detect leaks, the pressure should be 15 psi to 500 psi, Figure 2.

The complete data analysis and associated QA/QC for SmartBall® leak detection will take approximately 4-6 weeks following completion of the fieldwork. All results will be presented to the City of Dallas in a preliminary report for review and comment before issuing a final report. The final report will include a map identifying the locations of leaks, gas pockets and tracking points. Locations of any identified leaks and/or gas pockets will be presented in the report in relation to the nearest SBR fixed reference location.

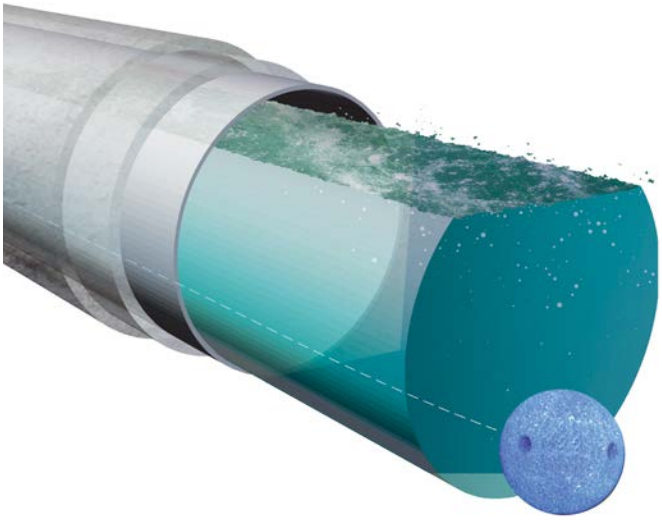

Figure 2 SmartBall®

Sahara® Leak and Gas Pocket Detection with CCTV

The Sahara® system is an in-line, non-destructive inspection tool consisting of an acoustic sensor to detect leaks and gas pockets, as well as high resolution closed circuit television (CCTV) to collect video of the internal condition of a pipeline. It is capable of inspecting multiple pipeline material types including Prestressed Concrete Cylinder Pipe (PCCP), Reinforced Concrete Cylinder Pipe (RCCP), Asbestos Cement (AC) Pipe, Polyvinyl Chloride (PVC), High Density Polyethylene (HDPE), Glass Reinforced Polymer (GRP), Steel, Cast Iron, and Ductile Iron Pipe. Surveys are conducted under live operating conditions. Once a leak, gas pocket, or visual defect of interest has been detected, the technology is used to pinpoint its location (and size for leaks), all in real time during the inspection.

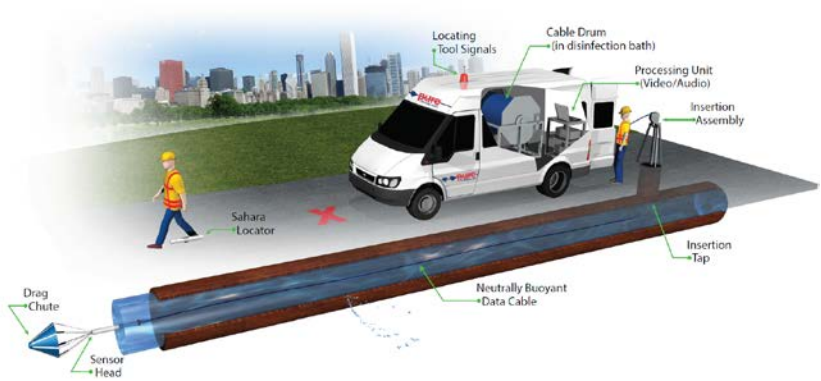

Figure 3: Sahara® System Overview Diagram

Sahara® pipeline inspections are conducted while the main remains in service by inserting an acoustic sensor and video camera into a 2-inch (Sahara I) or 4-inch opening (Sahara II), Figure 3. A small parachute uses the flow of water to draw the sensor and camera through the pipeline while the operator monitors its progress and looks at the condition of the pipe's interior wall. The sensor and camera are tethered and send a signal to the surface, allowing for real-time results, maximum control and sensitivity, and the ability to mark the location immediately.

The Sahara® equipment, which includes a cable drum with disinfection, computers, a generator, tool assembly equipment and information processing unit. Everything is contained in a truck parked near the access point during the inspection. The average Sahara® inspection distance is between 2,500 to 5,000 feet per day depending on factors such as bends, flow rate and pressure. Pockets of trapped gas can be detected and video can be collected at pressures from 1 psi, however in order to detect leaks, the pressure should be 15 psi to 250 psi.

The applicable U.S. patents (includes noted applications) are: Deployment of Equipment into Fluid Containers and Conduits, Patent No. 6,889,703; Issue Date: 5/10/2005; Patent No. 7331,215; Issue Date: 2/19/2008 and Tethered Sensing System for Pipelines – Application; Serial No. 14,758,103; Status: Published

INSERTION AND EXTRACTION LOCATIONS FOR SAHARA®:

Each individual Sahara® survey will require a 2(Sahara I) or 4 inches (Sahara II) working tap on the top or side of the pipeline. Pure Technologies often uses existing valves in chambers to install Sahara®, however at this stage it is unknown how many useable valves exist and if the chambers have suitable clearance to install the Sahara® equipment. A site visit will be required to determine if a particular valve and chamber can be used. If suitable insertion points cannot be found, then new taps will have to be made. Pure Technologies will work with the City of Dallas to ensure that any new chamber designs meet the requirements for Sahara® inspections.

The sensor and camera is tracked from above ground throughout the inspection. If any future leaks or gas pockets exist, the sound of the leak or gas pocket will be transmitted from the sensor to the operator, who will then use a combination of visual and audio signals to position the tool at the leak location. The aboveground tracking tool can determine the location of the now-stationary sensor head, and the leak or gas pocket. The position is then marked on the surface, for subsequent repairs.

The Sahara® tethered tool technology allows it to locate leaks, however it also prevents it from passing butterfly valves and imposes limitations on bends, making it a suitable choice for shorter distances, and pipelines where locating is critical, and video is desired. The surface tracking device allows the position of leaks and other pipeline features to be located to within 12-inches.

A consistent flow rate of approximately 1 to 2.5 feet per second is requested. An exact flow rate needed will be determined after the site reconnaissance. If the review of the pipeline drawings indicates the presence of any connections or laterals on the pipeline, flow into the laterals must be restricted to ensure that the Sahara® cable stays within the pipeline being monitored. Sahara® can operate in mains operating at pressures from 1 psi, however in order to detect leaks, the pressure should be 15 psi to 250 psi.

The complete data analysis and associated QA/QC for Sahara® will take approximately 4-6 weeks following completion of the fieldwork. The report will include GIS mapping of the GPS points taken during the inspection every 300 feet. All results will be presented to the City of Dallas in a preliminary report for review and comment before issuing a final report. The final report will include a map identifying the locations of leaks, gas pockets and any defects noted during the internal survey. Locations of any identified leaks and/or gas pockets will be presented in the report in relation to the nearest SBR fixed reference location.

SmartBall® PWA: Pipe Wall Assessment

Pipe Wall Assessment (PWA) in addition to leak and gas pocket detection, Pure Technologies proposes a direct assessment of the pipe wall by deploying Pure Technologies' low-resolution SmartBall® PWA technology. The SmartBall® PWA technology is fundamentally different from other pipe wall assessment methods. The PWA tool functions in metallic pipes including steel, ductile iron, and cast iron by detecting anomalies resulting from changing levels of stress in the pipe wall. Stress is increased wherever the wall is thinned, where cracks have developed even if they are not completely through the wall, where the pipe has been damaged or pitted externally or internally, where the pipe is under severe bending, compressive,

tensile or torsional stress, where the original construction of the pipe wall is anomalously thin, or where a pipe is under-designed for its current operating pressure. The instrument can detect joints, material changes, some appurtenances, and many other features relevant to the operation and mapping of the pipe. Estimates of the position of the damage, such as at the crown, or at the invert can also be made and the longitudinal extent of the damage can be estimated. Furthermore, identification of stress points (e.g. point loads or bending stress) can be detected by the PWA technology where no other commercially available technology can do so.

Once PWA data is collected and analyzed, it can provide semi-quantitative information regarding the condition of each pipe section (joint to joint) which will be provided to the City. Defects can be ranked from highest concern to lowest allowing for follow-up action by the City. Ideally, several of the anomalous pipes would be validated and this information can then be extrapolated to the remainder of the survey data allowing for a more informed decision to be made on the remaining life of the asset.

PureEM™ - Electromagnetic Inspections

Pure Technologies has developed patented electromagnetic technologies. Electromagnetic inspections (EM) are used to perform inspections on Prestressed Concrete Cylinder Pipe (PCCP), bar wrapped pipe (BWP) and the EM Inspection tools serve to inspect metallic, such as Ductile Iron (DI) pipe, Concrete Lined and Coated Steel (CL&C) pipe and the cylinder for BWP. These technologies work by inducing a varying electrical field in the pipe cylinder and measuring the corresponding magnetic field response. The main components of the electromagnetic equipment consist of a transmitter coil to generate the field, multiple receiver coils located circumferentially along the pipe to pick up the induced response and a data logger to record the data. This equipment is moved longitudinally through the pipeline and the resulting data is recorded on the data acquisition system. For the purposes of this proposal, the EM capabilities are presented for inspection on metallic and bar-wrapped pipes.

Electromagnetic inspection is a non-destructive, in-line inspection technology that provides relative (qualitative) wall thickness data along the circumferential and axial direction of metallic pipeline, Figure 4. The goal of an electromagnetic scan on a metallic pipe is to identify large areas of metallic wall loss (i.e. wall thinning) that can be highlighted for subsequent internal or external verification. Detection of defects greater than 6-inches in width and with a wall loss of at least 30% are within the capabilities of the technology under the right conditions. The ability to detect steel pipe damage is dependent on several factors including the proximity of the detector to the damage, the size of the damage and depth of wall loss and diameter of pipe.

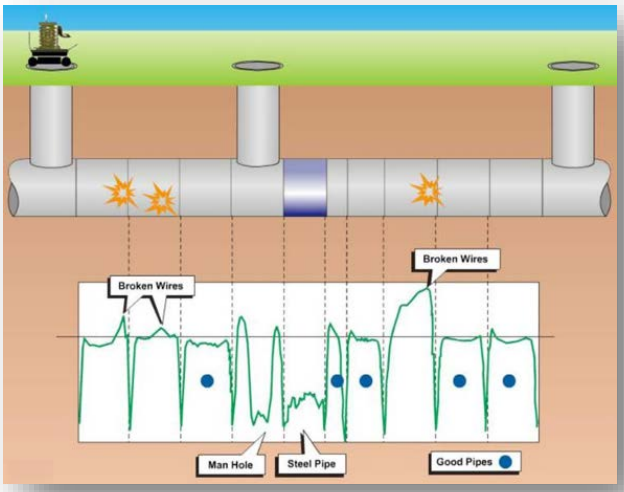

Figure 4: Electromagnetic inspection identifies corrosion in metallic pipes and broken wires in PCCP & BWP

There are three main stages of all EM projects: Inspection, Analysis and Reporting. Prior to commencing a project, a thorough planning process is executed and a Planning Document is written that outlines how the project will be executed, including what is expected from all involved parties. The first aspect of these projects is to select the right inspection tool to address the project's logistical needs. There are several configurations including manned, tethered and free swimming, as well as robotics.

The applicable U.S. patents (includes noted applications) are: Electromagnetic Analysis of Concrete Tensioning Wires United States Patent No. 6791318; Issue Date: 1/29/2002; United States Patent No. 6781369; Issue Date: 8/24/2004; *PureEM™ has been adapted for use in metallic pipe.*

Manned Electromagnetic Inspection (EM)

A manned EM inspection utilizes a cart on which the equipment and power source are mounted along with several sensors. The components of the system are lowered through the access, assembled inside the pipeline and manually pushed through the pipe. When an in-line butterfly valve or reduction is encountered the EM inspection cart must be dis-assembled, the components passed through the constriction, and then re-assembled.

For a manned EM inspection, the pipeline(s) must be dewatered to allow personnel to access the pipeline. If any pipeline is considered slippery and/or contains slopes, a "rope support" team of 2 to 3 individuals and supporting equipment may be required. Because entry into a pipeline denotes a confined space entry, the EM inspection team will provide a written "Confined Space Permit" and perform all work in accordance with OSHA requirements. Part of the confined space requirements include manned access for emergency exits every 2,000 to 3000 feet. Typically, a 20-inch minimum access is required, although a 24-inch or larger access is preferable. All personnel inside the pipe are equipped with air quality monitors. Top side support will be required and consists of a supervisor and two attendants. The attendants will remain at manholes on either end of where the personnel are inside the pipe at all times.

PipeDiver®

One of the most important steps in pipeline management is to obtain a detailed understanding as to the structural integrity of the pipe. PipeDiver® is a proven and reliable technology that detects structural anomalies metallic and BWP. The PipeDiver® inspection tool, Figure 5, is able to detect defects and anomalies in the steel cylinder in BWP, DIP, Steel and broken wraps in BWP and PCCP, can be inserted and retrieved in a fully operational pipeline. The inspection tool is neutrally buoyant and is carried by the flow of water, travelling at approximately 90% of the flow rate. Therefore, after insertion it is allowed to travel with the flow until it reaches the desired capture and extraction location (some bends, valves and tees may affect distance achieved by hindering and slowing down the tool). Alternatively, it can be inserted into an open channel, chamber or other opening to the pipeline that allows the tool to enter the pipeline and can be retrieved from a reservoir or other opening.

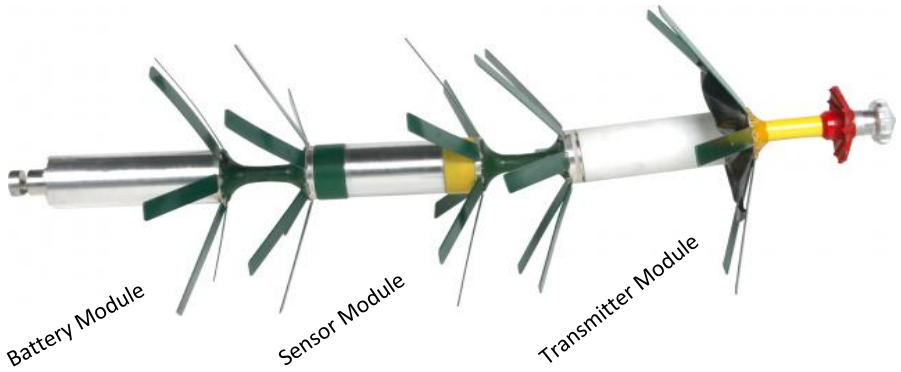

Figure 5: PipeDiver® Electromagnetic Inspection

INSERTION AND EXTRACTION FOR PIPEDIVER®

Depending on the diameter of the particular pipeline, the insertion of PipeDiver® may require the pipeline to be temporarily depressurized so that an access point can be opened and the tool manually inserted. Insertion access points will be determined during the site visit and planning phase.

PureRobotics® Inspection with CCTV

As an alternative to the PipeDiver® inspection platform, Pure Technologies may propose to conduct a condition assessment utilizing Pure Technologies multi-sensor robotic inspection platform outfitted with CCTV, SONAR, laser profiling, inertial mapping, electromagnetic and inclinometer sensors in order to provide a comprehensive condition assessment of the pipe. Pure Technologies' inspection equipment includes a tethered robotic vehicle with a modular design, Figure 6, allowing for varying and numerous configuration options for inspection of 24 to 96-inch diameter pipe applications. PureRobotics® is able to detect defects and anomalies on the steel cylinder in BWP, DIP, Steel and broken wire wraps in BWP and PCCP. The crawler system is a multiple stage vehicle, meaning the sections of the vehicle can articulate on a horizontal and vertical axis relative to each other. This configuration allows introduction of the crawler into challenging access points and for negotiation of multiple bends in pipes 24 inches and larger. The robotic vehicle is powered by independently operable mini-tracks (similar in style to a military tank). These powerful tracks allow the crawler to achieve inspection deployments of up to 8,400 LF (depending on slopes, bends, and coefficient of friction of the pipe wall) using a fiber optic tethering cable.

The CCTV camera will provide visual evidence of pipe deterioration at the joints and mortar lining but is only applicable in areas of the pipe that have been dewatered or where significant trapped gas may occur. EM sensors on the robotics platform will establish the baseline condition by detecting and quantifying breaks in the tensioned bars as well as corrosion on the steel cylinder.

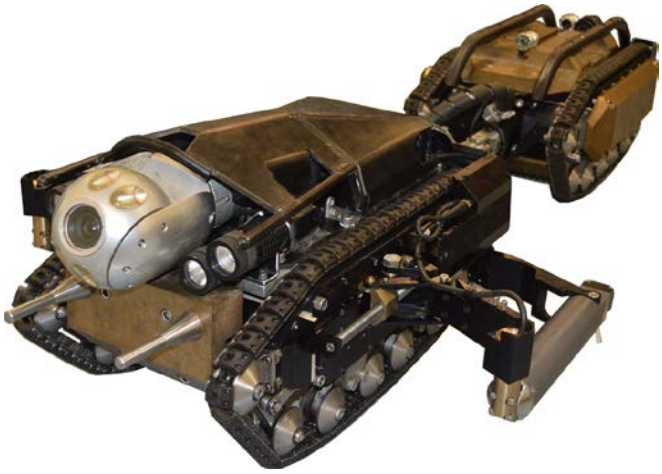

Figure 6: Robotics Crawler for Electromagnetic Inspection

The Pure Technologies Inertial Mapping system is a high-end Fiber Optic Gyro-based Inertial Navigation System. The modular unit is depth-rated to 43 psi and includes integrated data logging, GPS receiver and an ethernet based user interface for remote operator monitoring. The tool uses live GPS for initialization and calibration. Once in the pipeline it operates in "GPS dropout" mode where it uses the inertial system only to map its path. After the inspection is complete the data collected is post processed with all additional GPS information such as locations of air release valves, drains and mainline valves. The final output is a GIS map of the pipeline that can be related to the EM data for accurate location of anomalies.

Transient Pressure Monitoring

Traditional pressure monitors collect data in intervals of seconds while hydraulic pressure transient (transients) pressure events may occur in fractions of seconds. A transient pressure monitoring system addresses this issue by continuously sampling pressure at high frequency; typically, over 20 samples per second. This allows the system to intelligently record pressure data at an appropriate rate based on users selected parameters. A slower frequency during normal operating conditions and a higher frequency during transient pressure events.

Implementation of a transient pressure monitoring program measures the impact of various system operations on the pressure within a pipeline and provides confirmation and quantification of these impacts. A transient pressure monitoring program can also help validate and calibrate a hydraulic or transient surge model. Transients occur in pipelines when the steady-state conditions of the system change due to pressure or flow disturbances (e.g. the rapid closure of a valve, pump start-up/shutdown, etc.). The magnitude of a transient is related to several factors including the flow rate within the pipeline, the time in which (how fast) the change in steady-state condition occurs, and pipe hoop rigidity. During the change, the kinetic energy of the flow momentum is converted into potential energy with a rise in pressure and strain energy in the pipe wall with the propagation of pressure waves. The resulting pressure transient is then superimposed on the existing, steady-state pressure within the pipeline.

The occurrence of pressure transients within a pipeline can have adverse effects on the integrity of a pipe section. Damage from pressure transients can include cracking of mortar coating or lining, crack propagation, movement at joints, and structural fatigue. The impact of pressure transients can vary depending on the magnitude of the transient and current condition of the pipe. Accumulated damage of this nature can eventually decrease the structural integrity of the pipe. Pressure surges may also have significant effects on already weakened areas of the pipeline that have been deteriorated through internal or external corrosion. Based on the American Water Works Association (AWWA) "M11 Standard for Steel Pipe-A Guide for Design and Installation", the surge allowance is 75% of the yield strength of the pipe, while AWWA "C150, Thickness Design of Ductile Iron Pipe", dictates the surge allowance is 100psi greater than the working pressure. Combined with the steady-state pressure in the pipeline prior to a rapid flow change, a transient event may exceed the maximum permissible design pressure of the pipeline. High pressures from intermittent or recurring transients may cause damage, increase pre-existing damage, or initiate a failure. Many pipe failures have been attributed to operational actions. An understanding of the frequency and magnitude of pressure transients in a pipeline allows a utility to implement operational protocols that maintain pressures below the specified design and minimize the recurrence of transient events. An understanding of the actual pressures in a pipeline will also provide the information needed for knowledgeable decisions regarding future modifications to a pipeline and any facilities that may affect the pipeline. Additionally, measurement and confirmation of the transient pressures affecting a pipeline provides quantifiable support for the implementation or improvement of maintenance programs aimed at surge mitigation devices such as check valves, air and vacuum valves, hydro-pneumatic tanks, or other surge mitigation devices that are designed to protect a pipeline.

MULTI-YEAR PROGRAMS

Year	Client	Technology	Summary
2001-Ongoing	**Dallas Water Utilities**	PureEM™ SmartBall® PureRobotics® PipeDiver®	Pure Technologies U.S. Inc. has inspected more than 472 miles of pipelines for Dallas Water Utilities (DWU) since 2001. Sahara® and SmartBall® inspections in Dallas have been extremely successful, locating 170 leaks in the 229 inspected miles of large diameter water transmission mains. The City has also seen a 17 percent reduction in water main failures, likely as a result of the proactive approach in fixing leaks resulting in reduced property loss claims, service interruptions, as well as reduced treatment and delivery costs. DWU employed the use PureEM™ to inspect more than 262 miles of its large diameter transmission mains. This annual program has identified and repaired or replaced more than 210 individual pipe segments which were approaching failure.
2006-Ongoing	**Washington Suburban Sanitary Commission**	SmartBall® Sahara® PipeDiver® AFO® PureEM™	Faced with a significant challenge regarding their aging large diameter water transmission system, Washington Suburban Sanitary Commission (WSSC) implemented a $34 million comprehensive PCCP condition assessment program that relies on conducting a baseline inspection of the mains, identifying problematic locations, repairing problem areas, and performing acoustic monitoring in order to safely manage major transmission mains.
1999-Ongoing	**Tarrant Regional Water District**	PipeDiver® Sahara® SmartBall® PureEM™	Tarrant Regional Water District (TRWD) is one of the largest raw water suppliers in DFW with large diameter pipelines that transport water from the East Texas Cedar Creek and Richland-Chambers Reservoirs. Since 1999, TRWD has utilized Pure Technologies advanced inspection and condition assessment services to evaluate over 160 miles of PCCP. A partner in developing electromagnetic (EM) technology platforms, they have utilized PipeDiver®, manned EM, Sahara® and SmartBall® to determine the condition of their critical supply lines. The condition assessment data is compiled with a Graphical Information System (GIS) deliverable, which provides TRWD with detailed information that is used to implement their targeted pipeline repair strategy. Proactively adopting an asset management program, by annually replacing the most damaged pipe sections resulting in protecting their pipeline infrastructure, preserve resources and to guide a data driven capital improvement plan.

Multi-Year Programs Continued

Year	Client	Technology	Summary
2010-Ongoing	Miami-Dade Water and Sewer Department	SmartBall® PipeDiver® PureRobotics® AFO® PureEM™	Miami-Dade Water and Sewer Department (WASD) embarked on a large-scale infrastructure renewal program focusing on its water transmission and force main inventories. In total, WASD has more than 250 miles of PCCP, 48 inches and larger that has been installed since 1949. In 2010, WASD began the Infrastructure Assessment and Replacement Program (IAARP) to maximize the remaining useful life of its water and wastewater assets, including pipelines, treatment facilities, and pumping stations. A major part of the IAARP is aimed at implementing the best available inspection and rehabilitation technologies to address potentially damaging deficiencies in the WASD large diameter pipeline system, without having to replace the entire asset inventory. WASD and Pure Technologies have been managing WASD's large-diameter PCCP inventory since 2010 using a variety of techniques. Within the program, Pure Technologies has four (4) main functions to manage the large-diameter PCCP. The functions include: regular leak detection on large-diameter transmission mains, electromagnetic condition assessment using advanced non-destructive technologies, structural risk analysis, and ongoing monitoring of PCCP pipelines utilizing acoustic fiber optic monitoring technology or regular re-inspections. In December 2013, Pure Technologies also began inline inspection of WASD's large diameter metallic mains using an electromagnetic non-destructive testing technology to determine wall loss."
2009-Ongoing	Austin Water Utilities	SmartBall® Sahara®	Austin Water Utilities (AWU) supplies water to nearly 900,000 customers and provides to 18 retail water suppliers through 420 miles of 24-inch and larger transmission pipelines. Recognizing the need to develop an asset management program to address aging infrastructure by proactively managing their linear assets AWU developed a comprehensive program. A leak detection and condition assessment program that includes SmartBall®, Sahara®, electromagnetic inspection, visual, sounding, robotics, transient pressure monitoring, structural analysis and engineering recommendations for more than 70 miles of pipe ranging from 30 to 66 inches in diameter. The condition assessment data collected during the inspection is compiled into a GIS format to integrate the condition assessment data into their ARCGIS system. Pure Technologies also provides AWU condition assessment and maintenance of large-diameter valve exercising and fire hydrants. Implementing this asset management strategy, has developed a targeted pipe repair program that proactively identifies damaged pipe and leaks for target repair at a fraction of pipe replacement costs.

SUMMARY OF EXPERIENCE

Trinity River Authority

Address:	5300 S. Collins, Arlington, Texas 76018	**Roles of Pure Technologies Staff:**
Location:	Arlington, Texas	Andy Dettmer-Program Manager
Duration:	2013-Ongoing	John Galleher-Technical Advisor
Contact:	Ron Tamada, Manager of Engineering Services	Travis Wagner-Technical Advisor
Phone:	817-493-5177	Dave Kurtz-Technical Advisor
E-Mail:	tamadar@trinityra.org	Ali Alavinasab-Structural Eng.

30-inch Raw Water Bar-Wrapped Concrete Cylinder Pipe Condition Assessment and Verification

This non-redundant pipeline is a critical link in the reliable delivery of drinking water to five (5) cities within the Dallas-Fort Worth (DFW) Metroplex. The aging pipeline was scheduled for replacement due previous failures and inability to be removed from service for repairs. To understand the overall pipeline condition, the Trinity River Authority of Texas (TRA) contracted Pure Technologies to inspect and evaluate the pipeline by conducting comprehensive hydraulic, leak and condition assessment on 8.8 miles of 30-inch, Bar-Wrapped Pipe (BWP). The condition assessment utilized SmartBall® to conduct acoustic leak and air pocket detection and PipeDiver® electromagnetic inspections to locate steel cylinder corrosion and broken bar wraps. Based on the inspection results, transient pressure monitoring data, AWWA design review and non-linear Finite Element Analysis (FEA), Pure Technologies identified 7% of the pipeline to be distressed, of which 14 pipes (1%) needed to be addressed in the next 5 years in TRA's data driven Capital Improvement Program. Three of the pipes with the most severe distress were excavated, confirmed to be severely damaged and repaired prior to a major pipe failure. TRA also repaired the four leaks identified with SmartBall®.

Dallas Water Utilities

Address: 1500 Marilla St., Room 4AN, Dallas, Texas 75201
Location Dallas, Texas
Duration: 2001 -Ongoing
Contact: Randy Payton, Assistant Director
Phone: 214-670-1201
E-Mail: randall.payton@dallascityhall.com

Roles of Pure Technologies Staff:
Andy Dettmer - Program Manager
Steve Welling - Project Manager
Dave Kurtz - Technical Advisor
Steve Purkiss - Operations Manager
Ali Alavinasab - Structural Analysis

Annual Pipeline Condition Assessment Program

Pure Technologies U.S. Inc. has inspected more than 472 miles of pipelines for Dallas Water Utilities (DWU) since 2001. Pure Technologies uses Sahara® and SmartBall® for leak detection on DWU's large-diameter water transmission mains that range from 12-inches to 84-inches. Pipe materials inspected include PCCP, BWP, DIP, cast iron, polyvinyl chloride (PVC), high density polyethylene (HDPE), reinforced concrete pipe (RCP) and asbestos cement (AC). Sahara® and SmartBall® inspections in Dallas have been extremely successful, locating 170 leaks in the 229 inspected miles. The estimated water savings from these leaks is about 4.5 MGD. DWU has also employed the use advanced electromagnetic technologies to inspect more than 262 miles of its large diameter transmission mains. This annual program has identified and repaired or replaced more than 210 individual pipe segments which were approaching failure. The program's strategy is to monitor the condition of critical arterial pipelines, preventing catastrophic failures and large scale water-loss events.

Town of Flower Mound

Address: 201 Spinks Rd. Flower Mound, TX 75028
Location: Flower Mound, Texas
Duration: 09/2015 – 10/2015
Contact: Randy Williams, Utility Services Manager
Phone: 972-874-6404
E-Mail: Randy.Williams@flower-mound.com

Roles of Pure Technologies Staff:
Andy Dettmer - Program Manager
Dave Kurtz - Technical Advisor
John Galleher - Technical Advisor
Steve Purkiss - Operations Manager
Ali Alavinasab - Structural Analysis

Condition Assessment of 20-inch and 30-inch Treated Water Main

Pure Technologies conducted an advanced electromagnetic inspection, acoustic leak and gas pocket detection survey, and internal visual investigations of a critical treated water main that connects the Pintail pump station to the Wake ton elevated storage tank. The treated water main consists of a combination of 20-inch and 30-inch BWP, ductile iron and steel pipe sections. Pure Technologies completed non-destructive evaluations of the water main utilizing the PipeDiver® electromagnetic inspection technology in September 2015, and utilized the Sahara® platform to conduct an acoustic leak detection survey and visual inspection in October 2015. The condition assessment report included conclusions and recommendations based on the inspection results, data analyses, the AWWA design reviews and three-dimensional, nonlinear finite element analysis (FEA). The inspected portion of the water main included 341 pipes that spanned a distance of approximately 10,067 feet (1.91 miles). Flower Mound recently excavated and verified one of the worst metallic pipe defects by PipeDiver® inspection.

Canadian River Municipal Water Authority

Address: 9875 Water Authority Road, Sanford, TX, 79078
Location: Sanford, Texas
Duration: 2016
Contact: Chad Pernell, Deputy General Manager
Phone: 806-865-3325
E-Mail: cpernell@crmwa.com

Roles of Pure Technologies Staff:
George Schaaf – Project Manager
Dave Kurtz - Technical Advisor
Travis Wagner - Technical Advisor

Emergency Response Inspection of 72-inch Prestressed Concrete Non-Cylinder Pipe

In early 2016, Pure Technologies responded to a request by the Canadian River Municipal Water Authority (CRMWA) to conduct an emergency electromagnetic inspection on a portion of the 72-inch prestressed concrete non cylinder pipeline that had failed. The pipeline delivers raw water from Lake Meredith to twelve municipalities. Based on the findings of the electromagnetic inspection, CRMWA retained Pure Technologies to conduct a more extensive electromagnetic inspection to identify distressed pipes over more than 47 miles containing approximately 11,500 pipes in the combined 72-, 78- and 96-inch raw water main.

Austin Water Utilities

Address: Glen Bell Service Center, 3907 South Industrial Dr.
Location: Austin, Texas
Duration: 2009 - ongoing
Contact: Mark Dollins, Division Manager
Phone: 512-972-1120
E-Mail: mark.dollins@austintexas.gov

Roles of Pure Technologies Staff:
Andy Dettmer - Program Manager
Dave Kurtz - Technical Advisor
Steve Purkiss - Operations Manager
Lane Hughes - Valve Assessment and repair
Ali Alavinasab - Structural Analysis

Annual Pipeline Condition Assessment Program

AWU has recognized the need to develop an asset management program to address aging infrastructure by proactively managing their linear assets. The backbone of this program is their comprehensive leak detection and condition assessment program. Since 2009, Pure Technologies has successfully conducted more than 70 miles of leak detection and condition assessments on AWU's large diameter transmission mains including prestressed concrete cylinder pipe (PCCP), bar wrapped concrete cylinder pipe (BWP), ductile iron pipe (DIP) and cast iron pipe. AWU has developed a comprehensive program that includes transient pressure monitoring, SmartBall®, Sahara®, PipeDiver® and Robotics electromagnetic inspections and structural finite element analysis (FEA) evaluations. All of the condition assessment data that is collected during the inspection is compiled into a dynamic geospatial format so AWU can integrate the condition assessment data into their ArcGIS system. Additional services that Pure Technologies provides AWU includes the condition assessment and maintenance of large-diameter valve exercising and fire hydrants. By implementing a proactive asset management strategy, AWU has developed a targeted pipe repair program that proactively identifies damaged pipe and leaks for target repair at a fraction of pipe replacement costs.

VERIFIED RESULTS

Year	Technology	Service Provided	Contact Name
2013-Ongoing	SmartBall® PipeDiver®	Assessment and Verification	Trinity River Authority of Texas Ron Tamada, Manager of Engineering Services (817) 493-5177 Tamadar@trinityra.org
2001-Ongoing	SmartBall® PipeDiver®	Asset Management Program Annual Condition Assessment	Dallas Water Utilities Randy Payton, Assistant Director (214) 670-1201 Randall.Payton@dallascityhall.com
2004	PureEM™ SmartBall® PureRobotics® PipeDiver®	Condition Assessment and Repair of the Jim Miller Transmission Main	Dallas Water Utilities Randy Payton, Assistant Director (214) 670-1201 Randall.Payton@dallascityhall.com
2015	Sahara® PipeDiver®	Condition Assessment of 20-inch and 30-inch Treated Water Main, PipeDiver®	City of Flower Mound Randy Williams, Utility Services Manager (972) 874-6404 Randy.Williams@flower-mound.com
2016	PureEM™	Emergency Response Inspection of 72-inch Prestressed Concrete Non-Cylinder Pipe	Canadian River Municipal Water Authority Chad Pernell, Deputy General Manager (806) 865-3325 cpernell@crmwa.com
2016	PureEM™	STA Transmission Main 78" EM Inspection	Providence Water Supply Board via HDR Matthew Gallant (401) 457-0316 GallantMP@cdmsmith.com

EVIDENCE OF PROVEN TECHNOLOGY

SmartBall®

CLIENT NAME	PROJECT/PIPELINE NAME	INSPECTION DATE(S)	LENGTH (MILES)
City of Ottawa	Leak Detection	2016	10.69
City of Fort Smith & Hawking-Weir Engineer Inc.	Sunnymede Force Main Inspection	2016	2
City of Hamilton Beach	Condition Assessment of Woodward Pump Station	2016	3.1
City of Ottawa	Ottawa Richmond Force Main	2015	8.61
City of West Palm Beach	Lift Station 22 to the ECR	2015	6.03
Cobb County-Marietta Water Authority	Blackjack Inspection	2015	4.57
Dallas Water Utilities	Non Destructive Pipeline Assessment and Leak Detection Program	2001-ongoing	71.5
Denver Water	Conduit No. 12	2015	7.16
Essar Oil Limited	Pump House to Process Cooling Tower - Line 5	2015	1.75
Essar Oil Limited	Seawater Return AV4 to S-26 Line 4	2015	1.22
Hazen and Sawyer P.C./ ReWa	14-Inch Fountain Inn Force Main	2015	2.2
Hazen and Sawyer P.C./ ReWa	20-Inch Old Anderson Force Main	2015	1.5
International Aramoon Company	RUN4 Khalidiah St to Al Salama	2015	1.03
Iron Ore Company of Canada (3 RUNS)	Labrador City	2015	0.5
Kennedy/Jenks (San Francisco)	AWSS Condition Assessment	2015	0.77
Kistek/K-Water (Korea)	Treated Water Main (Mk. II rerun)	2015	2.51
Louisville Water Company	Cross Country	2015	0.51
Louisville Water Company	Minor Lane	2015	2.54
Louisville Water Company	Emergency Inspection	2015	1.57
Massachusetts Department of Public Works/Engineering	North Lexington Main Replacement	2015	1.13
Miami-Dade Water and Sewer Department	Route 13	2015	7.04
Miami-Dade Water and Sewer Department	Route 12	2015	7.78
New Jersey American Water	Raritan Milestone Water Treatment	2015	1.89
NuEdge	ACE 11 Water Line	2015	6.62

SmartBall® Continued

CLIENT NAME	PROJECT/PIPELINE NAME	INSPECTION DATE(S)	LENGTH (MILES)
O'Brien & Gere Engineers, Inc.	Camillus Force Main	2015	6.94
Public Utilities Bureau	Ravenna Rd (Akron, OH)	2015	5
PWC	East Fayetteville Force Main	2015	1.99
PWD	Rox Express Main	2015	5.14
Raleigh	East St	2015	2.08
Raleigh	Pullen	2015	0.63
Regional Municipality of Peel	Meadowvale North Feeder Main	2015	5.27
Reliance Industries Ltd	Seater Supply Line L1	2015	7.31
Reliance Industries Ltd	Seater Supply Line L2	2015	1.48
Reliance Industries Ltd.	60" Seawater Supply Line	2015	8.79
San Francisco Public Utilities Commission	Fire Suppression System	2015	1
Scottish Water	Newmore	2015	9.11
South East Water	Mason Avenue	2015	1.22
St Louis Metropolitan Sewer District (MSD)	Sub-5	2015	2.08
St Louis Metropolitan Sewer District (MSD)	Kiefer Creek	2015	0.52
St Louis Metropolitan Sewer District (MSD)	South County Relief	2015	0.8
St Louis Metropolitan Sewer District (MSD)	Bonfils	2015	4.79
St Louis Metropolitan Sewer District (MSD)	Rider Trail North	2015	0.32
Tampa Bay Water	South Pasco	2015	1.95
Tampa Bay Water	South Pasco	2015	5.82
The City of Bossier City, LA	Boardwalk Force Main	2015	1
The City of Toronto	Toronto Ellis Force Main	2015	0.39
Townsville Water and Waste	Eastern Sewer Pressure Main	2015	3.11
Tran Consulting Engineers (TCE)	City of San Diego Force Main No.1	2015	1.63
Tran Consulting Engineers (TCE)	City of San Diego Force Main No.2	2015	3.79
Unity Water	Landers Shoot Trunk Main	2015	5.59

SmartBall® Continued

CLIENT NAME	PROJECT/PIPELINE NAME	INSPECTION DATE(S)	LENGTH (MILES)
Valley Forge Sewer Authority	French Creek	2015	0.53
Valley Forge Sewer Authority	Pothouse Road	2015	0.7
Valley Forge Sewer Authority	White Horse Road	2015	0.51
Valley Forge Sewer Authority	Pickering Creek	2015	1.52
Village of Hanover Park	Hanover Park Force Main	2015	3.16
Volute, Inc.	48" PCCP City of Kenner	2015	2.78
Wannon Water	North Otway Raw Water Main Section B Ewens Hill Reservoir to Tank Hill Reservoir	2015	20.38
Wannon Water	North Otway Raw Water Main Section C – Tank Hill Reservoir to Dale Rd Reservoir	2015	11.68
Wannon Water	North Otway Raw Water Main Section A – Gellibrand Main WPS to Ewen Hill Reservoir	2015	28.71
WASD	Coco Plum	2015	0.65
WASD	Coco Plum	2015	0.68
Washington Suburban Sanitary Commission	River Road	2015	10.04
Washington Suburban Sanitary Commission	Norbeck Rd	2015	2.86
Washington Suburban Sanitary Commission	Prince George County High Zone	2015	4.95
Water Corporation	US-17 Force Main	2015	2.08
Water Corporation	CBD Sewer (Reinsertion)	2015	0.47
York	Twin Force Main North	2015	6.05
Austin Water Utility	Davis 48" High Service	2015	4.98
City of Anderson, Water Pollution Control Utility	Cond Assessment 36" Force Main	2015	0.68
City of Irving	New Jamison Line	2015	3.6
City of Irving	Hackberry PS to Macarthur PS	2015	1.6
City of London	Byron Pump Station Force Main	2015	0.37
City of Midlothian	Joe Pool Lake	2015	4.94
City of Montreal	Section 729 - Iles des Soeurs	2015	0.77
TOTAL			**356.66**

Sahara®

CLIENT NAME	PROJECT/PIPELINE NAME	INSPECTION DATE(S)	LENGTH (MILES)
Austin Water Utility	Ulrich Transmission Main and Johnny Morris	2012-2016	7
Town of Flower Mound	Potable Water Main	2015	3.5
Metropolitan Water District of Southern California (MWDSC)	PCCP Condition Assessment	2011 - 2016	2
City of Montreal	Pipeline Condition Assessment Program	2015	3.68
Dallas Water Utility	Non Destructive Pipeline Assessment and Leak Detection Program	2001 - Ongoing	167.8
DuPage County Water Commission	Southwest Transmission Main	2015	0.31
East Bay Municipal Utility District	Lafayette Aqueduct No.2	2016	0.45
Hatch Goba	NSC	2015	1.05
Louisville Water Company	48-inch Cast Iron	2015	4.7
Tarrant Regional Water District (TRWD)	Pipeline Condition Assessment Program	1999 - Ongoing	3.8
Philadelphia Water Department	3rd, 21st, Godfrey, Glenwood	2013 - Ongoing	22
PPL Electric Utilities	108" Cooling Line, Montour	2013-2015	0.64
S.J. Louis Construction of Texas Ltd.	Southwest Water Transmission Main	2015	0.6
Syarikat Bekalan Air Selangor Sdn. Bhd.	Selangor Integrated Physical Loss Program	2015-2016	60
Town of Flower Mound	Potable Water Main	2015	3.54
York Region	1050mm Langstaff Rd.	2015	0.04
Baton Rouge Water Company	Leak Detection Inspection of Bathurst and Teston Road Watermain	2016	0.82
TOTAL			**281.93**

PipeDiver®

CLIENT NAME	PROJECT/PIPELINE NAME	INSPECTION DATE(S)	LENGTH (MILES)
Capital Region Power	42-Inch Raw Water Transmission Main	2016	18.86
CDM Smith	36-Inch Hillsborough Street Water Main	2016	0.87
City of Arlington	42/48/54-Inch Green Oaks Potable Water Main	2016	2.62
Evides	800-mm TL2.60 Water Main	2016	1.7
Intermountain Power Service Corporation	48-Inch DMAD Pipeline	2016	8.86
International Water Services (Interagua)	700mm Via a La Costa- Section 1 Pipeline	2016	6.44
Jersey City Municipal Utilities Authority	54/72-Inch Jersecy City Force Main	2016	4.5
Miami-Dade Water and Sewer	36-Inch Route 17 Transmission Main	2016	3.08
Miami-Dade Water and Sewer	48/54/60-Inch Route 9 Transmission Main	2016	10.66
Austin Water Utility	Davis High Service Water Transmission Main	2015	4.97
City of Cocoa, Florida	36-inch State Route 520 Transmission Main	2015	7.4
City of Hamilton	Burlington Street Trunk Main	2015	3.42
City of Kenner	48-inch Diameter Force Main	2015	2.92
City of London	600 mm Byron Pump Station Force Main	2015	0.15
City of Midlothian	Joe Pool Lake	2015	4.97
City of West Palm Beach	42/48-inch Lift Station 47 to the ECRWRF Force Main	2015	5.44
Louisville Water Company	Grinstead Drive 60-inch Transmission Main	2015	1.55
Louisville Water Company	24-inch Cross County Header	2015	2.37
Public Works Commission of the City of Fayetteville, NC	20-inch East Fayetteville Force Main	2015	1.76

PipeDiver® Continued

CLIENT NAME	PROJECT/PIPELINE NAME	INSPECTION DATE(S)	LENGTH (MILES)
Tampa Bay Water	42-inch South Pasco Potable Water Transmission Main	2015	4.59
Tran Consulting Engineers	72-inch Sewer Interceptor and 87-inch Transbay Sewer	2015	4.42
Charlotte-Mecklenburg Utilities Department	24-Inch Hoskins Transmission Main	2015	9.06
Tarrant Regional Water District (TRWD)	Pipeline Condition Assessment Program	1999 - Ongoing	17.2
Dallas Water Utility	Non Destructive Pipeline Assessment and Leak Detection Program	2001 - Ongoing	39.4
TOTAL			**167.21**

PureEM™

CLIENT NAME	PROJECT/PIPELINE NAME	INSPECTION DATE(S)	LENGTH (MILES)
Dallas Water Utilities	White Rock North Transmission Line	2014, 2015	13.19
Providence Water Company	STA Transmission Main 78" EM Inspection	2016	2.13
Arizona Public Service	Unit 1 Circulating Water System at PVNGS	2016	0.5
Calleguas Municipal Water District	51" Calleguas Conduit	2016	3.47
Canadian River Municipal Water Authority	72" Main Aqueduct	2016	2.49
Canadian River Municipal Water Authority	72/78/96-Inch Main Aqueduct	2016	47.27
Coastal Water Authority	60-Inch Trinity Water Conveyance System	2016	1.58
Hengshui S-N	Hengshui Auxiliary Project of S-N Water Transfer Project DN2400	2016	1.27
Intermountain Power Service Corporation	Unit 1 Circulating Water Lines, Cooling Tower and Helper Tower Line	2016	1.11
Metropolitan Water District of Southern California	72-inch Corona & Temescal PPP	2016	0.31
Metropolitan Water District of Southern California	150/120/96-Inch Sepulveda Feeder	2016	13.37
Middlesex County Utilities Authority	102-inch Sayreville Relief Force Main	2016	0
Navajo Agricultural Products Industry	210-Inch Kutz Siphon	2016	1.1
Peoples Republic of China	1600/2000mm Harbin ZhuShuntun Water Plant PCCP	2016	2.9
PSE&G	Nuclear Hope Creek 144 in Inspection	2016	0.44
Santa Clara Valley Water District	60/66/72-Inch Snell Pipeline	2016	5.63
Washington Suburban Sanitary Commission	96-inch Potomac MC Main Zone	2016	0.2
Waternet (Amsterdam)	1200mm WRK I and WRK II East/West	2016	0.42
Westar Energy	Jeffery Energy Center Unit 3 Circulating Water Piping	2016	0.54
Arizona Public Service	Unit 3 Circulating Water System at PVNGS	2015	0.53
Austin Water Utility	66-Inch East Austin (Johnny Morris) Transmission Main	2015	2.48
Austin Water Utility	Johnny Morris Transmission Main	2015	2.48
Calleguas Municipal Water District	Calleguas Conduit North Branch	2015	5.8
Camp Dresser & McKee (CDM) Inc. (for the City of Raleigh)	30-inch East Street Water Main	2015	0.66
CDM Smith	Task 3: 78-Inch Supplemental Tunnel & Aqueduct (STA) - Phase 1	2015	1.65
Central Arizona Project	Reach 6 Pipeline	2015	7.2
City of Hamilton	1200-millimetre Barton Street East Watermain	2015	0.11
Dallas Water Utilities	Jim Miller Transmission Main	2015	1.87

PureEM™ Continued

CLIENT NAME	PROJECT/PIPELINE NAME	INSPECTION DATE(S)	LENGTH (MILES)
Dallas Water Utilities	Danieldale Transmission Main	2015	3.49
Dallas Water Utility	Non Destructive Pipeline Assessment and Leak Detection Program	2001 - Ongoing	211.7
City of Phoenix	Scenario 18b Cross of the 48/66-inch 35th Avenue Transmission Main	2015	0.13
City of Phoenix	66/60-inch Scenarios 23A and 23B Pipeline	2015	1.61
City of Phoenix	Scenario 34: 54-Inch Baseline Road Waterline	2015	1.88
Metropolitan Water District of Southern California	Lake Skinner Outlet Conduit	2015	0.77
Metropolitan Water District of Southern California	99" East Lake Skinner Bypass	2015	1.29
Metropolitan Water District of Southern California	Auld Valley Pipeline	2015	2.09
Metropolitan Water District of Southern California	Rialto Pipeline	2015	4.38
Metropolitan Water District of Southern California	San Diego Pipeline 5	2015	7.8
Miami-Dade Water and Sewer	Route 3 Transmission Main (Baseline scan)	2015	0.54
Miami-Dade Water and Sewer	48- and 42-inch Route 13 Transmission Main	2015	7.08
Miami-Dade Water and Sewer	Routes 5 & 6	2015	7.33
Miami-Dade Water and Sewer	Route 12	2015	7.8
Miami-Dade Water and Sewer	Routes 7 & 8	2015	9.25
Miami-Dade Water and Sewer	Pump Station 300 to North District Wastewater Treatment Plant	2015	10.97
New Jersey American Water	36" National Starch	2015	0.03
New Jersey American Water	60-inch Wooden Avenue Transmission Main	2015	0.34
New Jersey American Water	30-inch Tinton Falls Transmission Main	2015	4.69
NRG Energy	Unit 8 Supply and Discharge Lines	2015	0.72
NRG Energy	W. A. Parish Generating Station	2015	0.88
NRG Energy	Supply & Discharge Lines at WA Parish NRG Energy- Unit 7	2015	0.9
NRG Energy	Unit 2 Circulating Water Lines	2015	1.19
NRG Energy	102-inch Circulating Water Lines (Unit 2) at Limestone Electric Generating Station	2015	1.19
NRG Energy Gulf Coast	W. A. Parish Generating Station: Unit 8 Supply and Discharge Lines	2015	0.72
Raven Power (Subsidiary of Talen Energy)	Brandon Shores Generating Station: Discharge and Intake Pipelines	2015	1.07
Salt River Project	SRP/CAP Interconnection Pipeline	2015	0.27
Santa Clara Valley Water District	60-inch Snell Pipeline	2015	2.58
T2DMP for the Region of Peel	Hanlan Feeder Main – Contract 2 South &	2015	1.56

PureEM™ Continued

CLIENT NAME	PROJECT/PIPELINE NAME	INSPECTION DATE(S)	LENGTH (MILES)
Tarrant Regional Water District	Pipeline Condition Assessment Program	1999 - Ongoing	228.4
The City of El Paso	Cross City Feeder Main	2015	1.81
Tri-State Generation & Transmission Association Circulating Water System	Craig generating station Unit 3	2015	0.6
Washington Suburban Sanitary Commission	42-Inch Prince Georges High Zone Patuxent Supply Pipeline	2015	0.26
Xinjiang Changyuan Group Zhundong Water Supply Ltd.	"500" Eastward Extension DN 1800 Water Main	2015	0.67
TOTAL			**646.69**

Acoustic Fiber Optics (AFO)

CLIENT NAME	PROJECT/PIPELINE NAME	INSPECTION DATE(S)	LENGTH OF INSPECTION
City of Calgary	Pipeline Condition Assessment Program	2015	0.70
Central Arizona Project	Centennial	2014-2016	1.06
Central Arizona Project	Jack Rabbit	2014-2016	0.29
Central Arizona Project	Hassayampa	2014-2016	0.71
City of Houston	Condition Assessment	2015	3.70
City of London	Condition Assessment	2014	9.80
CONAGUA	Cutzemala 99-inch Transmission Main	2012 - Ongoing	90.00
City of Ottawa	Leak Detection	2016	3.20
Denver Water	Conduit 94	2014 - Ongoing	14.50
Metropolitan Water District of Of Southern California (MWDSC)	PCCP Condition Assessment	2011 - 2016	6.00
Miami-Dade Water and Sewer Department	PCCP Condition Assessment	2012 - Ongoing	19.80
San Diego County Water Authority	Large Aqueduct Protection Program	1998 - Ongoing	39.90
San Francisco Water Department	PCCP Condition Assessment	2012 - Ongoing	6.40
Washington Suburban Sanitary Commission	PCCP Condition Assessment and Monitoring Services	2009 - Ongoing	83.30
TOTAL			279.36

PureRobotics®

CLIENT NAME	PROJECT/PIPELINE NAME	INSPECTION DATE(S)	LENGTH (MILES)
Baltimore County Department of Public Works	Moravia Road Northeast/Southeast Transmission Main	2016	6.83
Baltimore County Department of Public Works	Force Main Condition Assessment Program	2011 - Ongoing	28
CDM Smith	36-Inch North Glebe Road Transmission Main	2016	0.31
Chicago Water Distribution	Chicago Robotics	2016	7
City of Arlington	60-Inch Kubala Raw Water Main	2016	2.1
City of Calgary	Pipeline Condition Assessment Program	2006 - Ongoing	60
City of El Paso	Cross City Feeder Main	2015-2016	2.06
Dallas Water Utility	Non Destructive Pipeline Assessment and Leak Detection Program	2001 - Ongoing	2.2
Halifax Water	Dunbrack Street Main	2016	0.34
Louisville Water Company	30-Inch Greenwood Road Pipeline	2016	2.21
Louisville Water Company	60-Inch Tyler-Durrett Pipeline	2016	4.37
Louisville Water Company	60-Inch Palatka Pipeline	2016	4.64
Ocean City Department of Public Works	30-Inch Ocean Outfall (PCSCP)	2016	0.77
South Coast Water District	60-Inch Joint Transmission Main	2016	1.5
Westrock Company	42-Inch Industrial FM	2016	1.32
Aquarion Water Company of Connecticut	42-inch Laurel Raw Water Transmission Main	2015	1.17
ArcelorMittal Dofasco Inc.	48-inch Recirculating Water Return Line-54-inch Recirculating Water Supply Line	2015	0.68
Arlington Water Utilities	Stadium Drive East Water Main	2015	0.42
Austin Water Utility	Lamar Boulevard Water Main	2015	1.98
City of Arlington	24-Inch Stadium Drive East Pipeline	2015	0.43
City of Austin	48-inch Lamar Boulevard Water Main	2015	1.98
City of Calgary	750-Millimetre 14th Street/North Hillhurst Feedermain	2015	0.63
City of Calgary	750-Millimetre John Laurie Boulevard Feedermain	2015	0.86
City of Calgary	900mm Top Hill Feedermain Phase 1 and 2	2015	1.52
City of Calgary	1050mm Beddington Feedermain Phase 1-4	2015	2.29
City of Hamilton	1200-millimetre King Street East Watermain	2015	0.25
City of Montreal	36- and 48-inch Pipelines	2015	2.23
City of Ottawa	Bridlewood A Pipeline	2015	0.39
Hatch Mott MacDonald **(for DC Water)**	48-inch Brentwood Reservoir Inlet/Outlet Mains	2015	0.81

PureRobotics® Continued

CLIENT NAME	PROJECT/PIPELINE NAME	INSPECTION DATE(S)	LENGTH (MILES)
Louisville Water Company	24-inch Cross County Header	2015	0.72
Louisville Water Company	30-inch Bardstown Road Pipeline	2015	1.31
Miami-Dade Water and Sewer	South District Wastewater Treatment Plant Effluent Piping System	2015	1.69
Northshore Utility District	24-Inch Inglemoor Transmission Main	2015	1.66
Robinson Consultants	610mm Ogilvie Road Pipeline	2015	0.19
The City of El Paso	Cross City Feeder Main	2015	1.81
TOTAL			**146.67**

Pure Technologies Statements

- Pure Technologies facilitates its own Research and Development Department that manufactures the tools.

- All Pure Technologies employees assigned to any work relating to testing with the City of Dallas have had confined space training and all meet the standards set by OSHA for confined space.

- Pure Technologies shall supply its own staff with all safety equipment necessary for the inspection such as calibrated gas detectors, lifting harnesses, communication devices, safety ropes and other pertinent personal protective equipment.

- Pure Technologies will supply its own staff with appropriate off-road vehicle/equipment enabling the delivery of staff and testing equipment to rural project locations.

- Pure Technologies has numerous calibration curves for many pipe types and many diameters. Pure considers these curves to be trade secrets and can provide temporary viewing of some curves to the City of Dallas by request.

REQUIRED FORMS

REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)
Signature Page, Instructions, General Conditions

SOLICITATION NUMBER: BMZ1702
DUE DATE/TIME: 12/1/2016

City of Dallas

RFCSP Name: Non-destructive Pipe Analysis and Internal Leak Surveying Services

Business Development & Procurement Services
1500 Marilla, Room 3FN; Dallas, Texas 75201
Sheila Smallwood, 214-6703396, sheila.smallwood@dallascityhall.com
Solicitation meeting(s) 11/14/2016 10:30am A.M. – 11:30 A.M.
Solicitation meeting will be held at Purchasing Conference Room, 1500 Marilla St., Room 3FS, Dallas, TX 75201

The purpose of this solicitation is to seek interested and qualified parties that can provide Non-destructive Pipe Analysis and Internal Leak Surveying Services. Award will be made based on In its entirety. The City reserves the right to award by method deemed most advantageous to the City.

Specifications and all associated documents may be viewed and downloaded at https://bids.dallascityhall.com/webapp/VSSPROD/AltSelfService . By submitting a solicitation response, the submitter agrees to the terms and conditions outlined throughout this Request for Competitive Sealed Proposal (RFCSP), also referred to as proposal herein. The undersigned hereby offers to furnish and deliver the goods or services as specified at the prices and terms there stated herein and in strict accordance with the RFCSP and conditions of bidding, all of which are made a part of this offer. After RFCSP closing date, this offer is not subject to withdrawal without written consent of the City's Purchasing Agent.

In order to be considered for an award, a business entity organized in another state must be registered to do business in the state of Texas with the Texas Secretary of State.

11/23/16
Date

Pure Technologies U.S. Inc.
Full Legal Company Name *(as registered with the Texas Secretary of State)*

4505 Excel Parkway, Suite 600, Addison, Texas 75001
(Address, City, State and ZIP Code) **Note:** No Post Office Box

(214) 377-5300 — Telephone No.
(214) 377-5299 — Fax No.
John.Galleher@puretechltd.com — email address

Authorized Signature
John J. Galleher, Jr., P.E. — Print Name
Vice President — Title

Note: DALLAS CITY CHARTER, CHAPTER XXII, SEC. 11, FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED, (a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as an officer or employee.

Cooperative Purchasing: Should other governmental entities decide to participate in this contract, would you, the vendor, agree that all terms, conditions, specifications, and pricing would apply? **Yes** X **No** ____

If you checked "yes," the following will apply: Governmental entities utilizing Inter-Governmental Contracts with the City of Dallas will 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 Dallas will be billed directly to that governmental entity and paid by that governmental entity. The City of Dallas will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/services as needed.

Stephanie Cooper
Purchasing Agent

CITY OF DALLAS
PRICING SHEET
Non-Destructive Pipe Analysis Internal Leak Surveying
Proposal # BMZ1702

Line Item #	Description	Unit	Estimated Usage	Unit Price	Extended Cost
Group 1 - Internal tethered leak and gas pocket inspection					
1	Internal Tethered Leak & Gas Pocket Inspection with Video (with flow). Inspection lasting 1 to 3 consecutive days	Day	1	**$15,000.00**	$15,000.00
2	Internal Tethered Leak & Gas Pocket Inspection with Video (with flow). Inspection lasting 4 to 10 consecutive days	Day	4	**$13,000.00**	$52,000.00
3	Internal Tethered Leak & Gas Pocket Inspection with Video (with flow). Inspection lasting 11 consecutive days or more	Day	90	**$9,500.00**	$855,000.00
4	Internal Tethered Leak & Gas Pocket Inspection with Video (with flow). Flow Meter	Each	3	**$9,000.00**	$27,000.00
5	Internal Tethered Leak & Gas Pocket Inspection with Video (with flow). Mobilization, Demobilization and Planning	Each	3	**$10,000.00**	$30,000.00
Additional Services					
6	Manhole/Vault/Chamber Dewatering Services	Hour	5	**$500.00**	$2,500.00
7	Manhole/Vault/Chamber Inspection Services	Hour	5	**$200.00**	$1,000.00
8	Pipeling Cleaning Services	Hour	5	**$0.00**	$0.00
9	Traffic Control	Day	4	**$2,000.00**	$8,000.00
10	Labor for services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$200.00**	$1,000.00
11	Labor for excavation services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$500.00**	$2,500.00
12	Stand-By-Rate - Due, please see requirements on page 20 of the specifications	Job	4	**$1,500.00**	$6,000.00
Group 1 - Total Bid					**$1,000,000.00**
Group 2 - Requirements for non-flow internal thethered leak and gas pocket inspection					
1	Internal Tethered Leak & Gas Pocket Inspection with Video (with no flow).	Day	1	**$15,000.00**	$15,000.00
2	Internal Tethered Leak & Gas Pocket Inspection with Video (with no flow). Mobilization, Demobilization and Planning	Each	1	**$35,000.00**	$35,000.00
Additional Services					
3	Manhole/Vault/Chamber Dewatering Services	Hour	5	**$500.00**	$2,500.00
4	Manhole/Vault/Chamber Inspection Services	Hour	5	**$200.00**	$1,000.00
5	Pipeling Cleaning Services	Hour	5	**$0.00**	$0.00
6	Traffic Control	Day	4	**$2,000.00**	$8,000.00
7	Labor for services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$200.00**	$1,000.00
8	Labor for excavation services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$500.00**	$2,500.00
9	Stand-By-Rate - Due, please see requirements on page 20 of the specifications	Job	4	**$1,500.00**	$6,000.00
Group 2 - Total Bid					**$71,000.00**

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Group 3 - Requirements for internal tethered leak and gas pocket inspection device and pipe wall thickness					
1	Internal Tethered Leak & Gas Pocket Inspection Device with Video and Pipe Wall Thickness Inspection.	Day	1	**$30,000.00**	$30,000.00
2	Internal Tethered Leak & Gas Pocket Inspection Device with Video and Pipe Wall Thickness Inspection Mobilization, Demobilization and Planning	Each	1	**$35,000.00**	$35,000.00
3	Internal Tethered Leak & Gas Pocket Inspection Device with Video and Pipe Wall Thickness Inspection. Expedited Data Analysis	Each	1	**$15,000.00**	$15,000.00
4	Internal Tethered Leak & Gas Pocket Inspection Device with Video and Pipe Wall Thickness Inspection. Pipe repair priority analysis and report	Each	1	**$90,000.00**	$90,000.00
Additional Services					
5	Manhole/Vault/Chamber Dewatering Services	Hour	5	**$500.00**	$2,500.00
6	Manhole/Vault/Chamber Inspection Services	Hour	5	**$200.00**	$1,000.00
7	Pipeling Cleaning Services	Hour	5	**$0.00**	$0.00
8	Traffic Control	Day	4	**$2,000.00**	$8,000.00
9	Labor for services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$200.00**	$1,000.00
10	Labor for excavation services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$500.00**	$2,500.00
11	Stand-By-Rate - Due, please see requirements on page 20 of the specifications	Job	4	**$1,500.00**	$6,000.00
Group 3 - Total Bid					**$191,000.00**
Group 4 - Requirements for non-tethered internal free swimming leak and gas pocket inspection					
1	Internal Non-Tethered Free Swimming Leak & Gas Pocket Inspection. Inspection less than 1 mile	Each	1	**$17,000.00**	$17,000.00
2	Internal Non-Tethered Free Swimming Leak & Gas Pocket Inspection. Inspection of 1 to 5 miles	LF	21,000	**$2.37**	$49,770.00
3	Internal Non-Tethered Free Swimming Leak & Gas Pocket Inspection. Inspection greater than 5 miles	LF	20,000	**$2.20**	$44,000.00
4	Internal Non-Tethered Free Swimming Leak & Gas Pocket Inspection. Mobilization, Demobilization and Planning	Each	2	**$23,000.00**	$46,000.00
5	Internal Non-Tethered Free Swimming Leak & Gas Pocket Inspection. Expedited Analysis	Each	1	**$10,000.00**	$10,000.00
Additional Services					
6	Manhole/Vault/Chamber Dewatering Services	Hour	5	**$500.00**	$2,500.00
7	Manhole/Vault/Chamber Inspection Services	Hour	5	**$200.00**	$1,000.00
8	Pipeling Cleaning Services	Hour	5	**$0.00**	$0.00
9	Traffic Control	Day	4	**$2,000.00**	$8,000.00
10	Labor for services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$200.00**	$1,000.00
11	Labor for excavation services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$500.00**	$2,500.00
12	Stand-By-Rate - Due, please see requirements on page 20 of the specifications	Job	4	**$1,500.00**	$6,000.00
Group 4 - Total Bid					**$187,770.00**

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Group 5 - Requirements for internal non-tethered free swimming pipe wall assessment					
1	Internal Non-Tethered Free Swimming Pipe Wall Assessment. Inspection less than 1 mile	Each	1	**$29,000.00**	$29,000.00
2	Internal Non-Tethered Free Swimming Pipe Wall Assessment. Inspection of 1 to 5 miles	LF	1,000	**$5.00**	$5,000.00
3	Internal Non-Tethered Free Swimming Pipe Wall Assessment. Inspection greater than 5 miles	LF	10,000	**$4.75**	$47,500.00
4	Internal Non-Tethered Free Swimming Pipe Wall Assessment Mobilization, Demobilization and Planning	Each	2	**$25,000.00**	$50,000.00
5	Internal Non-Tethered Free Swimming Pipe Wall Assessment. Expedited Data Analysis	Each	1	**$15,000.00**	$15,000.00
6	IInternal Non-Tethered Free Swimming Pipe Wall Assessment. Pipe repair priority analysis and report	Each	1	**$90,000.00**	$90,000.00
Additional Services					
7	Manhole/Vault/Chamber Dewatering Services	Hour	5	**$500.00**	$2,500.00
8	Manhole/Vault/Chamber Inspection Services	Hour	5	**$200.00**	$1,000.00
9	Pipeling Cleaning Services	Hour	5	**$0.00**	$0.00
10	Traffic Control	Day	4	**$2,000.00**	$8,000.00
11	Labor for services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$200.00**	$1,000.00
12	Labor for excavation services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$500.00**	$2,500.00
13	Stand-By-Rate - Due, please see requirements on page 20 of the specifications	Job	4	**$1,500.00**	$6,000.00
Group 5 - Total Bid					**$257,500.00**
Group 6 - Requirements for manned electromagnetic nondestructive inspection					
1	Manned Eletromagnetic Non-Destructive Inspection. Inspection less than 1 mile	Each	1	**$44,000.00**	$44,000.00
2	Manned Eletromagnetic Non-Destructive Inspection.Inspection of 1 to 5 miles	LF	10,000	**$4.25**	$42,500.00
3	Manned Eletromagnetic Non-Destructive Inspection. Inspection greater than 5 miles	LF	20,000	**$4.00**	$80,000.00
4	Manned Eletromagnetic Non-Destructive Inspection. Mobilization, Demobilization and Planning	Each	2	**$35,000.00**	$70,000.00
5	Manned Eletromagnetic Non-Destructive Inspection. Expedited Analysis	Each	3	**$15,000.00**	$45,000.00
6	Manned Eletromagnetic Non-Destructive Inspection. Pipe repair priority analysis and report	Each	1	**$90,000.00**	$90,000.00
Additional Services					
7	Manhole/Vault/Chamber Dewatering Services	Hour	5	**$500.00**	$2,500.00
8	Manhole/Vault/Chamber Inspection Services	Hour	5	**$200.00**	$1,000.00
9	Pipeling Cleaning Services	Hour	5	**$0.00**	$0.00
10	Traffic Control	Day	4	**$2,000.00**	$8,000.00
11	Labor for services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$200.00**	$1,000.00
12	Labor for excavation services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$500.00**	$2,500.00
13	Stand-By-Rate - Due, please see requirements on page 20 of the specifications	Job	4	**$1,500.00**	$6,000.00
Group 6 - Total Bid					**$392,500.00**

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Group 7 -Requirements for internal robotic electromagnetic nondestructive inspection					
1	Internal Robotic Non-Destructive Inspection. Inspection less than 1 mile	Each	1	**$50,000.00**	$50,000.00
2	Internal Robotic Non-Destructive Inspection Inspection of 1 to 5 miles	LF	2,500	**$9.25**	$23,125.00
3	Internal Robotic Non-Destructive Inspection. Inspection greater than 5 miles	LF	10,000	**$8.75**	$87,500.00
4	Internal Robotic Non-Destructive Inspection, Mobilization, Demobilization and Planning	Each	1	**$40,000.00**	$40,000.00
5	Internal Robotic Non-Destructive Inspection Expedited Data Analysis	Each	1	**$15,000.00**	$15,000.00
6	Internal Robotic Non-Destructive Inspection Pipe repair priority analysis and report	Each	1	**$90,000.00**	$90,000.00
Additional Services					
7	Manhole/Vault/Chamber Dewatering Services	Hour	5	**$500.00**	$2,500.00
8	Manhole/Vault/Chamber Inspection Services	Hour	5	**$200.00**	$1,000.00
9	Pipeling Cleaning Services	Hour	5	**$0.00**	$0.00
10	Traffic Control	Day	4	**$2,000.00**	$8,000.00
11	Labor for services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$200.00**	$1,000.00
12	Labor for excavation services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$500.00**	$2,500.00
13	Stand-By-Rate - Due, please see requirements on page 20 of the specifications	Job	4	**$1,500.00**	$6,000.00
Group 7 - Total Bid					**$326,625.00**
Group 8 - Requirements for internal free swimming electromagnetic capable of passing through butterfly valve					
1	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Capable of Passing Butterfly Valves. Inspection less than 1 mile	Each	2	**$65,000.00**	$130,000.00
2	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Capable of Passing Butterfly Valves. Inspection of 1 to 5 miles	LF	2,500	**$12.50**	$31,250.00
3	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Capable of Passing Butterfly Valves. Inspection greater than 5 miles	LF	15,000	**$11.00**	$165,000.00
4	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Capable of Passing Butterfly Valves. Mobilization, Demobilization and Planning	Each	2	**$60,000.00**	$120,000.00
5	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Capable of Passing Butterfly Valves. Launch and retrieval tubes	Each	1	**$75,000.00**	$75,000.00
6	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Capable of Passing Butterfly Valves. Expedited Data Analysis	Each	2	**$15,000.00**	$30,000.00
7	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Capable of Passing Butterfly Valves. Pipe repair priority analysis and report	Each	1	**$90,000.00**	$90,000.00
Additional Services					
8	Manhole/Vault/Chamber Dewatering Services	Hour	5	**$500.00**	$2,500.00
9	Manhole/Vault/Chamber Inspection Services	Hour	5	**$200.00**	$1,000.00
10	Pipeling Cleaning Services	Hour	5	**$0.00**	$0.00
11	Traffic Control	Day	4	**$2,000.00**	$8,000.00
12	Labor for services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$200.00**	$1,000.00
13	Labor for excavation services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$500.00**	$2,500.00
14	Stand-By-Rate - Due, please see requirements on page 20 of the specifications	Job	4	**$1,500.00**	$6,000.00
Group 8 - Total Bid					**$662,250.00**

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Group 9 - Requirements for internal free swimming electromagnetic not capable of passing through butterfly valve					
1	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Not Capable of Passing Butterfly Valves. Inspection less than 1 mile	Each	1	**$65,000.00**	$65,000.00
2	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Not Capable of Passing Butterfly ValvesInspection of 1 to 5 miles	LF	2,500	**$12.50**	$31,250.00
3	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Not Capable of Passing Butterfly Valves. Inspection greater than 5 miles	LF	5,000	**$11.00**	$55,000.00
4	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Not Capable of Passing Butterfly Valves, Mobilization, Demobilization and Planning	Each	1	**$60,000.00**	$60,000.00
5	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Not Capable of Passing Butterfly Valves, Launch and retrieval tubes	Each	1	**$75,000.00**	$75,000.00
6	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Not Capable of Passing Butterfly Valves. Expedited Data Analysis	Each	1	**$15,000.00**	$15,000.00
7	Internal Free Swimming Electromagnetic Non-Destructive Inspecion Not Capable of Passing Butterfly Valves. Pipe repair priority analysis and report		1	**$90,000.00**	$90,000.00
Additional Services					
8	Manhole/Vault/Chamber Dewatering Services	Hour	5	**$500.00**	$2,500.00
9	Manhole/Vault/Chamber Inspection Services	Hour	5	**$200.00**	$1,000.00
10	Pipeling Cleaning Services	Hour	5	**$0.00**	$0.00
11	Traffic Control	Day	4	**$2,000.00**	$8,000.00
12	Labor for services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$200.00**	$1,000.00
13	Labor for excavation services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$500.00**	$2,500.00
14	Stand-By-Rate - Due, please see requirements on page 20 of the specifications	Job	4	**$1,500.00**	$6,000.00
Group 9 - Total Bid					**$412,250.00**
Group 10 - Remote transient pressure monitoring					
1	Remote Transient Pressure Monitors - Purchase **Option**; All Diameters	Each	12	**$8,000.00**	$96,000.00
2	Remote Transient Pressure Monitors - Data Management (Data Collection, Analysis and Reporting)	Monthly	12	**$1,500.00**	$18,000.00
3	Remote Transient Pressure Monitors - Support Equipment (Cables, Solar Components, Pressure Sensors & Security Box's)	Each	12	**$3,500.00**	$42,000.00
4	Remote Transient Pressure - Mobilization / demobilization - Including Installation and set-up.	Each	6	**$2,000.00**	$12,000.00
Additional Services					
5	Manhole/Vault/Chamber Dewatering Services	Hour	5	**$500.00**	$2,500.00
6	Manhole/Vault/Chamber Inspection Services	Hour	5	**$200.00**	$1,000.00
7	Pipeling Cleaning Services	Hour	5	**$0.00**	$0.00
8	Traffic Control	Day	4	**$2,000.00**	$8,000.00
9	Labor for services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$200.00**	$1,000.00
10	Labor for excavation services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$500.00**	$2,500.00
11	Stand-By-Rate - Due, please see requirements on page 20 of the specifications	Job	4	**$1,500.00**	$6,000.00
Group 10 - Total Bid					**$189,000.00**

CITY OF DALLAS
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Group 11 - Requirements for external pipeline wall assessment testing					
1	External Pipeline Wall Assessment, Inspection less than 1 mile	Each	5		$0.00
2	External Pipeline Wall Assessment, Inspection of 1 to 5 miles	LF	2,500		$0.00
3	External Pipeline Wall Assessment, Inspection greater than 5 miles	LF	25,000		$0.00
4	External Pipeline Wall Assessment, Mobilization, Demobilization and Planning	Each	4		$0.00
5	External Pipeline Wall Assessment, Expedited Analysis	Each	1		$0.00
6	External Pipeline Wall Assessment, Pipe repair priority analysis and report	Each	6		$0.00
Additional Services					
7	Manhole/Vault/Chamber Dewatering Services	Hour	5		$0.00
8	Manhole/Vault/Chamber Inspection Services	Hour	5		$0.00
9	Pipeling Cleaning Services	Hour	5		$0.00
10	Traffic Control	Day	4		$0.00
11	Labor for services outside of the stated scope of work, please see page 20 of the specifications	Hour	5		$0.00
12	Labor for excavation services outside of the stated scope of work, please see page 20 of the specifications	Hour	5		$0.00
13	Stand-By-Rate - Due, please see requirements on page 20 of the specifications	Job	4		$0.00
Group 11 - Total Bid		**NOT INCLUDED IN BID**			$0.00
Group 12 - Requirements for acoustic fiber optic (AFO) monitoring of PCCP					
1	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Single Data Acquisition Unit	Each	1	**$488,000.00**	$488,000.00
2	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Double Data Acquisition Unit	Each	1	**$878,000.00**	$878,000.00
3	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Supply of AFO fiber optic cable (4 fibers)	LF	2,500	**$10.00**	$25,000.00
4	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Supply of AFO fiber optic cable (8 fibers)	LF	4,000	**$14.00**	$56,000.00
5	Acoustic Fiber Optic (AFO) Monitoring of PCCP, DAQ Enclosure upgrade- low profile	Each	1	**$25,000.00**	$25,000.00
6	Acoustic Fiber Optic (AFO) Monitoring of PCCP, DAQ Enclosure replacement - low profile	Each	1	**$125,000.00**	$125,000.00
7	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Project Set Up- Dry AFO Installation	LF	1	**$42,000.00**	$42,000.00
8	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Project Set Up- Wet AFO Installation	LF	1	**$55,000.00**	$55,000.00
9	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Dry Installation of AFO Cable less than 2 miles	LF	1,000	**$18.00**	$18,000.00
10	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Dry Installation of AFO Cable 2 to 4 miles	LF	1,000	**$17.00**	$17,000.00
11	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Dry Installation of AFO Cable greater than 4 miles	LF	1,000	**$15.00**	$15,000.00
12	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Wet Installation of AFO Cable less than 2 miles	LF	1,000	**$25.00**	$25,000.00
13	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Wet Installation of AFO Cable greater than 2 miles	LF	3,000	**$20.00**	$60,000.00
14	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Submersible AFO Cable Splices	Each	2	**$9,000.00**	$18,000.00
15	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Entry and Exit Pressure Stacks	Each	2	**$17,000.00**	$34,000.00
16	Acoustic Fiber Optic (AFO) Monitoring of PCCP, Monthly summary Report of AFO activity for all installations	Each	2	**$7,500.00**	$15,000.00
Additional Services					
17	Manhole/Vault/Chamber Dewatering Services	Hour	5	**$500.00**	$2,500.00
18	Manhole/Vault/Chamber Inspection Services	Hour	5	**$200.00**	$1,000.00
19	Pipeling Cleaning Services	Hour	5	**$0.00**	$0.00
20	Traffic Control	Day	4	**$2,000.00**	$8,000.00
21	Labor for services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$200.00**	$1,000.00
22	Labor for excavation services outside of the stated scope of work, please see page 20 of the specifications	Hour	5	**$500.00**	$2,500.00
23	Stand-By-Rate - Due, please see requirements on page 20 of the specifications	Job	4	**$1,500.00**	$6,000.00
Group 12 - Total Bid					**$1,917,000.00**

CITY OF DALLAS

BUSINESS INFORMATION FORM

Complete Legal Name of Business

Pure Technologies U.S. Inc.

(address) **4505 Excel Pkwy, Suite 600**

(city/state/ZIP) **Addison, Texas 75001**

(phone number) **(214) 377-5300**

(email address) **John.Galleher@puretechltd.com**

Form of Business Entity (check one)

( ) Texas corporation ( ) Texas non-profit corporation

(X) Out-of-State corporation ( ) Texas professional corporation

_____ state of incorporation

(check one) X profit _____ non-profit

( ) Texas general partnership ( ) Texas limited partnership

( ) Out-of-State partnership

_____ state where partnership is legally registered

( ) Individual doing business as _____

( ) Texas limited liability company

( ) Other **(describe)** _____

List the full name of each Officer of the Company:

PRESIDENT: John F. Elliot, P.Eng., President and Chief Executive Officer

VICE PRESIDENT: Mark W. Holley, Executive Vice President and Chief Operating Officer

SECRETARY: Nicole Springer, Chief Legal Officer & Corporate Secretary

TREASURER: Geoffrey D. Krause, CA, CPA, Vice President and Chief Financial Officer

Who is legally authorized to sign and execute contracts: John. J. Galleher, Jr., P.E., Vice President

Who, if anyone, is required to witness contract signatures: Joanne Madi, Marketing Specialist

CITY OF DALLAS
Business Inclusion and Development Affidavit

It is the policy of the City of Dallas to involve qualified Minority and Women-Owned Business Enterprises (M/WBEs) to the greatest extent feasible on the City's construction, procurement and professional services contracts. The City and its contractors shall not discriminate on the basis of race, age, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Dallas has adopted the Business Inclusion and Development Plan (BID Plan) for all City of Dallas contracts.

M/WBE Participation Goals

The BID Plan establishes subcontracting goals and requirements for all prospective bidders to ensure a reasonable degree of M/WBE meaningful business inclusion and participation in City contracts. It is the goal of the City of Dallas that a certain percentage of work under each contract be executed by one or more M/WBEs. For the purpose of participation percentages, the City of Dallas does not include amounts paid to the prime by the sub contractor.

On May 14, 1997 the City Council adopted the following M/WBE participation goals without consideration for a specific ethnicity or gender (Resolution Number 97-1605):

Construction	Architectural & Engineering	Other Professional	Other Services	Goods
25.00%	25.66%	36.30%	23.80%	18.00%

The apparent low bidder/most advantageous proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor's failure to be a "responsive" or "responsible" bidder.

By signing below, I agree to provide the City of Dallas, Business Development & Procurement Services department with a completed copy of all required forms provided within the Business Inclusion and Development document package. I understand that, for the purpose of M/WBE subcontracting participation, any amounts paid to the prime from the sub contractor should not be included in the above listed participation amount. Finally, I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid may be deemed "non-responsive" and I may be denied award of the contract.

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. *Please DO NOT use the "Enter" key.*)

Bid Number: BMZ1702 Company Name: Pure Technologies U.S. Inc.

John J. Galleher, Jr., P.E.
Typed or Printed Name of Certifying Official of Company

11/23/16
Date

Signature of Certifying Official of Company

Vice President
Title

ENVIRONMENTAL RECORD AFFIDAVIT

For purposes of this Affidavit:

(A) the term "Bidder/Proposer" includes any and all authorized officers, employees, agents, or other representatives of Bidder/Proposer working in that capacity on behalf of Bidder/Proposer within the past three (3) years prior to the date of this Affidavit;

(B) the term "Environmental Laws" includes the (i) Clean Air Act, (ii) Clean Water Act, (iii) any rules, regulations, or ordinances promulgated pursuant to either of the above-mentioned acts by State, Federal, or local regulatory authorities, or (iv) any other State, Federal, or local environmental law, rule, regulation, or ordinance related to the protection of the environment, including but not limited to solid waste disposal, hazardous waste disposal, illegal discharges of pollutants, and other similar environmental laws, rules, regulations, and ordinances.

I, John J. Galleher, Jr., the duly authorized representative of Pure Technologies U.S. Inc. (hereinafter called the "Bidder/Proposer"), hereby swears (or affirms) on behalf of Bidder/Proposer the following:

(1) That Bidder/Proposer has received and read the Contractor Environmental Packet. Bidder/Proposer also understands that the Contractor Environmental Packet is not intended to be all-inclusive, but rather a guideline for environmental responsibility.

[Strike the item indicated below that does NOT apply in this Affidavit.]

(2) That Bidder/Proposer has not been served with any notices of violation or notices of enforcement or had any civil or criminal fines or penalties imposed by any regulatory authority for a violation of any Environmental Laws within the past three (3) years prior to the date of this Affidavit.

(3) ~~That Bidder/Proposer has been served with any notices of violation or notices of enforcement or had any civil or criminal fines or penalties imposed by any regulatory authority for a violation of any Environmental within the past three (3) years prior to the date of this Affidavit as follows:~~

[If Item (3) applies, use a separate sheet to list the notices of violation or enforcement, and any adjudications of actual violations, along with copies of any compliance documents issued by the regulatory authority in connection with the notices or actual violations, and attach the separate sheet to this affidavit.] N/A

Subscribed to and sworn before me on this the 22nd day of November, 2016.

JOANNE ALICE MADI
COMM. #2054304
Notary Public - California
San Diego County
My Comm. Expires Jan. 5, 2018

Notary Public
State of California
My commission expires 1/5/18

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.**

Pure Technologies U.S. Inc.

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.**

None

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.**

None

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.**

None

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

4/23/16

Date

CITY OF DALLAS
ETHNIC WORKFORCE COMPOSITION REPORT

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. *Please DO NOT use the "Enter" key.*)

Company name: Pure Technologies U.S. Inc.

Address: 4505 Excel Parkway, Suite 600, Addison, Texas 75001

Bid #: BMZ1702

Telephone Number: 619 - 272 - 7040 Ext.

Email Address: John.Galleher@puretechltd.com

For Goods/Services
Please complete the following sections based on the ethnic composition of the (location) entity which is listed on the signature page, for RFB form BDPS-FRM-116, for RFCSP form BDPS-FRM-134
For Construction/Architectural & Engineering the referenced forms do not apply.

Employee Classification	Total No. Employees		White		Black		Hispanic		Other	
	Male	Female	M	F	M	F	M	F	M	F
Administrative/ Managerial										
Professional	6		6							
Technical	7		5				1		1	
Office/Clerical		1		1						
Skilled										
Semiskilled										
Unskilled										
Seasonal										
Totals:	13	1	11	1			2			

Officer's Signature

Vice President
Title

John J. Galleher, Jr., P.E.
Typed or Printed Name

11/23/16
Date

CITY OF DALLAS
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker And Bidder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by the City of Dallas, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Dallas meeting all of the insurance requirements in this bid.

Insurance Coverages Reviewed: _____

Agent's Name: Adam Sack

Agency Name: IMA, Inc.

Address: 1705 17th Street, Suite 100

City/State/ZIP: Denver CO 80202

Telephone No: (303) 534-4567 Fax No: (303) 615-8380

Bidder's Name and Company: Pure Technologies U.S. Inc.

Project/Bid No. and Title: Non-Destructive Pipe Analysis & Internal Leak Surveying BMZ1702

Insurance Agent/Broker Signature: _____ **Date:** 11/10/2016

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen day requirement is not met, the City of Dallas has the right to reject this bid and award the contract to the next lowest bidder meeting specifications. If you have any questions concerning these requirements, please contact the City of Dallas' Risk Management Division at (214) 671-9041.

Bidder's Signature: _____ **Date:** 11/23/16

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/09/2016

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 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 1-303-534-4567
IMA, Inc. - Colorado Division

1705 17th Street
Suite 100
Denver, CO 80202

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: denaccounttechs@imacorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE AMER INS CO	22667
INSURER B: LIBERTY MUT INS CO	23043
INSURER C: ACE PROP & CAS INS CO	20699
INSURER D: LIBERTY MUT FIRE INS CO	23035
INSURER E:	
INSURER F:	

INSURED
Pure Technologies U.S. Inc.; PureHM US Inc.;
Jason Consultants, LLC; Pure Holding Inc.;
Pure Engineering Services Inc.
8920 State Route 108, Suite D
Columbia, MD 21045

COVERAGES CERTIFICATE NUMBER: 48441248 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Sudden & Acc. Poll. X XCU Not Excluded GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			OGLG24995896	12/31/15	12/31/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			AS1B71170821055	12/31/15	12/31/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			XOOG27240562002	12/31/15	12/31/16	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2B71170821045	12/31/15	12/31/16	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Non-Destructive Pipe Analysis & Internal Leak Surveying BMZ1702.
City of Dallas and its officers, employees and elected representatives are included as Additional Insureds on the General Liability Policy if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insureds on the General Liability and Workers Compensation if required by written contract or agreement subject to the policy terms and conditions. This Insurance is Primary and Non-Contributory on the General Liability Policy subject to the policy terms and conditions.

CERTIFICATE HOLDER

City of Dallas
Office of Business Development & Procurement Services
Attn: Sheila Smallwood, Buyer
1500 Marilla, 3F-South

Dallas, TX 75201
USA

CANCELLATION

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

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CITY OF DALLAS

Wage Floor Policy Confirmation Affidavit

On November 10, 2015 the Dallas City Council passed Resolution 15-2141 which requires prime contractors, awarded general service contracts valued greater than $50,000, and first-tier subcontractors on the contract to pay their employees rendering services on the contract a wage floor of not less than $10.37 per hour.

By signing this Affidavit the officer of contractor, attests to be authorized to legally bind the representing business entity and acknowledges the City's wage floor policy and reporting requirements. The contractor agrees to pay employees employed to execute services specified in the terms and conditions of awarded contract not less than $10.37 per hour for the duration of time committed in executing specified services on the contract. Additionally, upon the execution of awarded contract, the contractor agrees to notify in writing each employee involved in providing services on the contract of the wage floor requirement and the benefit to the employee.

Contractor shall make a copy of this Affidavit available to all employees involved in a City of Dallas general service contract. Staff involved in such contract(s) shall be informed by the contractor to contact the City of Dallas' Business Development & Procurement Services office (214-670-3326) if the employee is not receiving a wage floor as specified in the wage floor policy.

Through this Affidavit, the contractor agrees to allow the City to audit all pertinent information relative to the City contract to determine compliance as described herein.

The signee must be a company officer and shall be authorized to legally bind the business entity referenced herein.

Legal Company Name **Pure Technologies U.S. Inc**	
Address, City, State and Zip Code (No Post Office Box) **4500 Excel Parkway, Suite 600** **Addison, TX 75001**	
Officer Signature	Date 11/23/16
Officer Printed Name **John J. Galleher, Jr., P.E.**	Officer title **Vice President**

10. PRODUCT INFORMATION FROM BID CATEGORIES

Group	Technology	Description
Group 1 Requirements for Internal Tethered Leak and Gas Pocket Inspection with Video	Sahara® Leak inspection platform	Pure Technologies proprietary Sahara® inspection platform centers on this tethered, multi-sensor tool that can identify acoustic-based leaks, as well as provide a variety of pipeline condition information in real time, with no disruption to service. The Sahara® tool features a small, parachute-like drogue that uses the product flow to draw the sensor through the water while it remains tethered to the surface.
Group 2 Requirements for Non-Flow Internal Tethered Leak and Gas Pocket Inspection with Video	Sahara® I – Pull tape	This equipment is the same as the Sahara inspection platform but utilizes a winch to pull the sensor through a pressurized pipe under no flow.
Group 3 Requirements for Internal Tethered Leak and Gas Pocket Inspection Device with Video and Pipe Wall Thickness Inspection	Sahara® II-PWA	This technology utilizes advanced sensors that measure the stress in the pipe wall or remaining wall depending on which sensor is utilized.
Group 4 Requirements for Internal Non-Tethered Free-Swimming Leak and Gas Pocket Inspection	SmartBall® Leak Inspection platform	SmartBall® is a free-swimming, multi-sensor tool used to identify a variety of conditions in pressurized pipelines. Most commonly used to locate leaks and identify metallic pipe wall stress, the latest SmartBall® tool has additional capacity to conduct temperature measurements, pressure measurements, and mapping of the pipeline plan and profile. The tool is tracked throughout the inspection at predetermined fixed locations on the pipeline.
Group 5 Requirements for Internal Non-Tethered Free Swimming Pipe Wall Assessment	SmartBall® PWA	SmartBall Pipe Wall Assessment (PWA) assesses the condition of metallic pipelines (ductile iron, cast iron, steel) by identifying pipe sections (joint-to-joint) with increased levels of stress. Pipe sections that have stress indicators could be damaged and at higher risk of failure.

Group	Technology	Description
Group 6 Requirements for Manned Electromagnetic Non-destructive Inspection	PureEM™ Electromagnetic inspection	Electromagnetic (EM) inspection provides high quality condition assessment data for understanding the structure integrity of large-diameter metallic and concrete pressure pipeline. The PureEM™ set-up has up to 48 detectors spaced evenly around the circumference of the pipe, and the greater number of detectors, the greater the capacity to pinpoint cylinder damage. EM inspection is typically performed using manned inspection tools or the PureRobotics® delivery platform.
Group 7 Requirements for Internal Robotic Electromagnetic Non-destructive Inspection	PureRobotics® Robotic pipeline inspection	PureRobotics® is a powerful robotic pipeline inspection system that can be configured to inspect virtually pipe application 24-inches and larger. Tethered by a high strength fiber optic cable, the robotic crawler is capable of performing multi-sensor inspections in dewatered pipe or while submerged. The crawler features HD digital CCTV, and can be equipped with an inertial measurement unit, 3-D LIDAR scanning tools, or pull assessment tools such as 2-D laser technology.
Group 8 Requirements for Internal Free Swimming Electromagnetic Non-destructive Inspection Capable of Passing Butterfly Valves	PipeDiver®	This technology is the same as the PureEM but utilizes a free-swimming platform to prevent dewatering
Group 9 Requirements for Internal Free Swimming Electromagnetic Non-destructive Inspection Not Capable of Passing Butterfly Valves	PipeDiver®	This technology is the same as the PureEM but utilizes a free-swimming platform to prevent dewatering
Group 10 Requirements for Remote Transient Pressure Monitoring	Transient Pressure Monitoring	Pure Technologies utilizes the Telog remote transient pressure monitoring system similar to the systems used by DWU in the past.
Group 12 Requirements for Acoustic Fiber Optic (AFO) Monitoring of PCCP	AFO	This system is capable of detecting and locating PCCP wire breaks using lasers passing through fiber optic cable placed inside of the operating pipeline.

CITY OF DALLAS
RFCSP/RFQ CONTRACTOR'S AFFIDAVIT
HISTORY OF M/WBE UTILIZATION FORM

Project Name: Non-destructive Pipe Analysis and Internal Leak Surveying Bid/Contract #: BMZ1702

Has your company sub-contracted with M/WBE firms in the past? Yes ☒ No ☐ If yes, please complete the section below.
Historical utilization is not limited to City of Dallas contracts. Please include historical M/WBE utilization with other entities as well for projects completed in the last five years.

Name of the Entity Contact Name Phone Number	Project Name/ Contract Type	Total Contract Amount	M/WBE Goal	M/WBE Actual Participation ($)	M/WBE Actual Participation (%)	# of M/WBE Firms Utilized
San Antonio Water Systems Linda Bevis-210-233-3100	Condition Assessment for Water Pipelines/ Multi-Year	$2.5M/ $600,000 (for this portion)	10%	$95,000	16% combined	2
Washington Suburban Sanitary Commission Gregory Fick- 301-206-9772	WSSC BOA for PCCP Inspection and Engineering Services/Basic Ordering Agreement	$16,750,000	35% combined	$5,767,547	115% combined	2
City of Cleveland Leiia Marinescu-216-664-2444	Inspection and Renewal and/or Repair Design for PCCP Transmission Mains/Professional Services Contract	$1,757,034	12.5% combined	$170,802	12.48% combined	2

I certify that the information included in this History of M/WBE Utilization Form is true and complete to the best of my knowledge and belief. I further understand and agree that all information will be reviewed and verified by the Business Inclusion and Development Compliance staff.

Company Name: Pure Technologies U.S. Inc.

Officer's Signature: Title: Vice President West Region

Printed Name: John J. Galleher, Jr. Date: November 23, 2016

CITY OF DALLAS
RFCSP/RFQ CONTRACTOR'S AFFIDAVIT
TYPE OF WORK BY PRIME AND SUBCONSULTANT FORM

Bid/Contract #: BMZ1702

Project Name: Non-destructive Pipe Analysis and Internal Leak Surveying Services

Company Name: Pure Technologies U.S. Inc.

Is your company a certified M/WBE firm? **NO**
(If yes, please complete the Section A)

Section A - M/WBE Certification

Certifying Entity	Ethnicity	Gender	Certification Number
North Central Texas Regional Certification Agency			
Dallas Fort Worth Minority Supplier Diversity Council			
Women's Business Enterprise Council			
Disadvantaged Business Enterprise			

Section B - Team Make Up

Name of Firm	City of Dallas Vendor #	M/WBE Certification (If Applicable)	Contact Name Address, City, State, Zip Phone. Number	Ethnicity/ Gender	Local or Non-Local	Types of Work	Percent (%) Range
PRIME - Pure Technologies U.S. Inc.	518600	N/A	7500 Excel Parkway, Suite 600 Addison, TX 75001	Mixed	Local	Pipeline Inspection and Condition Assessment	92.00%
Reymar Construction	N/A	HMDB1492Y0617	3416 Reed Street Fort Worth, TX 76119	Hispanic/ Male	Local	Constuction	5.00%
JQ Infrastructure, LLC	VS0000044072	IMDB36707Y0717	2112 Commerce Street Dallas, TX 75207	Hispanic/ Male	Local	Engineering Services	3.00%
						Total Proposal Percentage:	100.00%

For Statements of Qualifications- % Range is requesting an estimated project percentage.

[Note: Percentages will automatically calculate.]

The undersigned intends to enter into a formal agreement with the subcontractors listed, conditioned upon being awarded the City of Dallas contract. If any changes are made to this list, the Prime contractor must submit to the City for approval a revised schedule with documented explanations for the changes. Failure to comply with this provision could result in termination of the contract, sanctions against the Prime contractor, and/or ineligibility for future City contracts. Intentional misrepresentation could result in criminal prosecution.

Officer's Signature: [signature]

Printed Name: John J. Galleher, Jr.

Title: Vice President, West Region

Date: 23-Nov-16

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Carlos H. Cascos
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for Pure Technologies U.S. Inc. (file number 800125571), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on September 23, 2002.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on August 31, 2016.

Carlos H. Cascos
Secretary of State

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION

This acknowledges that

Pure Technologies US Inc.

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas.

Registration Number	Expiration Date
F-13679	9/30/2017

Pure Technologies
Human Resources Policy

Policy Overview			
Title	**Equal Employment Opportunity Policy**		
Document Number	HR-Pl-1000.1-09/08/Can	Effective Date	01-Oct-2008
Category	Human Resources		
Policy Owner	Human Resources Department		
Policy Applies To:	Everyone		
Process Responsibility	Individuals, Managers		
Final Accountability	Managers		
File Location	c:\pure_technologies\hr_policies\documents\policies\hr_pl_1000_equal_opportunity_policy.doc		

Topics in this Document

Policy 2
Topic Ownership and Applicability 2
Acknowledgement 2
Related Documents 2
Document History 3
Document Approvals/Reviews 3

Policy

Policy

We do not discriminate at Pure Technologies Ltd. and its subsidiaries (the Company). We welcome diversity and the synergy stemming from all perspectives as a result of different backgrounds and experiences.

We provide respect and equal employment opportunities for all Company individuals and applicants for positions regardless race, religious belief, colour, gender, physical disability, mental disability, marital status, ancestry, age, place of origin, family status, source of income, or sexual orientation.

Decisions pertaining to recruitment, hiring, training, transfers, dismissals, layoffs, counseling, compensation, hours of work, benefits, and performance reviews are based on job performance, merit, and qualifications.

Our practice has been and will continue to be one of honest evaluation of each individual's qualifications and business contributions.

Guideline

Any individual who feels she or he, or another individual, has been the subject of discriminatory treatment should report it immediately to the Human Resources Department or to her or his manager, who will investigate all complaints.

Topic Ownership and Applicability

Guideline

See the Policy Overview on the first page of this policy for information about the Topic Owner, Applicability, Responsibility, and Accountability.

Acknowledgement

Policy

You must acknowledge that you have received and understand this policy by signing the Company form *HR-Fm-1006 Employee Handbook and Company Policies Receipt and Acknowledgement*. The title of this policy must appear in the list of policies in the form.

Related Documents

The following documents provide supplementary information about the policy subject matter:

- United States Equal Employment Opportunity Commission. http://www.eeoc.gov/ .
- Province of Alberta -- Human Rights - Protected Grounds. http://www.albertahumanrights.ab.ca/publications/Information_Sheets/Text/Info_Protect_Areas_Grounds.asp
- Province of Ontario: Ontario Human Rights. http://www.ohrc.on.ca/english/index.shtml
- Province of Ontario: Hiring — Your Rights and Responsibilities: http://www.ohrc.on.ca/en/issues/hiring/index_html/view

Company Documents, Policies, and Forms

- Company Form - HR-Fm-1006 Employee Handbook and Company Policies Receipt and Acknowledgement.

Document History

The following changes have occurred to this document:

Version	Description	Author(s)	Effective Date
1.0	Policy signed off and ready for release.	S. Gardner/K. Keebler	14-Oct-2008
0.2	Input K.K. comments and return for signoff.	S. Gardner	29-Sept-2008
0.1	Initial Draft – Delivered to K. Keebler for review.	S. Gardner	19-Sept-2008

Document Approvals/Reviews

The document has been reviewed and approved as follows:

Version	Approver Name(s)	Signature	Approval Format	Approval Date

TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: September 20, 2021

FROM: David Stallings, Traffic Operations Manager

ITEM: **Consider Approval of the purchase of pavement markings services in the estimated annual amount of $400,000, from Stripe-A-Zone, Inc., through a City of Grand Prairie contract.**

BACKGROUND INFORMATION: In order to expedite timely installation and receive the best pricing, the Town of Flower Mound, Transportation Services Division, since 2011, has been utilizing a City of Grand Prairie Contract for pavement markings services. The current contract expired and was rebid.

The previous contract had expired in 2021 and the City of Grand Prairie conducted a formal bid process for pavement markings services and awarded the contract to Stripe-A-Zone, Inc., the lowest responsive and responsible bidder. The initial term of the contract is for one year, expiring on July 31, 2022 with the option for renewal for four additional one-year periods. Transportation Services has determined that this contract will serve the needs of the Town and has requested to participate in order to take advantage of the contracted rates. The items available under this contract are traffic various pavement marking services. Estimated expenditures are expected to be $400,000.00.

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 Grand Prairie entered into an interlocal agreement effective April 02, 2007 and is in effect until terminated by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $400,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
$400,000.00 estimated annually	Various Projects and Accounts

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Grand Prairie Contract

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

Contract Coversheet

Dept:* Purchasing

Contract ID: 20913

For: Transportation Services

Bid Number: 21116

Contact Name: Anda Upchurch

Contact Phone:* 8270

Contact Email:* aupchurch@gptx.org

Vendor Name: Stripe-A-Zone, Inc.

Vendor Email: jjohnson@stripe-a-zone.com

Project Name: Pavement Marking Services (2021)

Summary: Initial 1-year with up to 4 additional renewal terms; CC Agenda Item # 21

Permanent Retention*

- ○ Yes
- ◉ No

Contract Amount
$ 489,885.00

Total Contract Amount over all terms
$ 2,449,425.00

Account #

Work Order #

Dates

Implementation Date	Termination Date	Council Approval Date
8/4/2021	7/31/2022	8/3/2021

Contract Approvals

Department Manager:

Cathy Patrick

Date 8/5/2021

City Attorney Signature

Tiffany Bull

Date 8/5/2021

City Manager Signature

WILLIAM A. HILLS

Date 8/18/2021

City Secretary Signature

Gloria Colvin

Date 8/20/2021

CITY OF GRAND PRAIRIE
SERVICES PRICE AGREEMENT

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY"), and **STRIPE-A-ZONE, INC.** (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide pavement marking services per bid award resulting from VENDOR's response to RFB #21116, submitted by John Johnson, on June 21, 2021.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Transportation Services Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.

B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDORS bid to CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more, less, or none of the services depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.

C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be competent and fully qualified to do the work described in this Contract, the services performed shall be performed in a good and workmanlike manner, and the finished product shall be fit for the particular use(s) contemplated by this agreement.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed $489,885.00 without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The city will pay invoices as work is completed and within 30 days after receipt of an invoice or certification by the City that the work is performed in a good and workmanlike manner, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of August 4, 2021. No new orders shall be accepted, against this Contract term, after midnight on July 31, 2022. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any 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 VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes, and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to ensure, in connection with any work under this Contract, VENDOR, VENDOR'S associates, sub-vendors, and employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical or mental handicap, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain, and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract. VENDOR verifies that it does not "boycott Israel" as that term is defined in Tex. Govt. Code §808.001 and will not boycott Israel during the term of this contract.

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be performed in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be $1,000,000.00 per occurrence / $2,000,000 aggregate for general liability and for property damage, and $1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and VENDOR shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures, and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. FIREARM AND AMMUNITION INDUSTRY CONTRACT VERIFICATION

VENDOR verifies that, in accordance with the terms defined in Section 2274.001 of the Texas Government Code, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association.

XX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas, without regard to any conflict of law rules.

XXI. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:
City of Grand Prairie
ATTN: Anda Upchurch, Sr. Buyerl Purchasing Division
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8270 | Email purchasingfax@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Caryl DeVries, Senior Traffic Engineer | Transportation Services Department
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8119 | Email cdevries@gptx.org

VENDOR:
Stripe-A-Zone, Inc.
ATTN: John Johnson, VP of Finance
2714 Sherman St., Grand Prairie, TX, 75051
Phone 972-647-2714 | Email jjohnson@stripe-a-zone.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

XXII. SEVERABILITY

In the event that any provision contained in this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXIII. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

XXIV. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

XXV. NON-COLLUSION

VENDOR represents and warrants that VENDOR has not given, made, promised, or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the CITY under this Contract. VENDOR further agrees that VENDOR shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the CITY under this Contract) for any of the services performed by VENDOR under or related to this Contract. If any such gift, bonus, commission, money, or other consideration is received by or offered to VENDOR, VENDOR shall immediately report that fact to the CITY and, at the sole option of the CITY, the CITY may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to VENDOR under this Contract.

EXECUTED this the 5TH day of AUGUST, 2021.

CITY OF GRAND PRAIRIE, TEXAS

By: William C. Hill
Deputy City Manager

ATTEST:

for Mona Colvin
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

Tiffany Bull
Megan Mahan, City Attorney

By Tiffany Bull, Assistant City Attorney

STRIPE-A-ZONE, INC.

By:
Printed Name: John Johnson
Title: VP OF FINANCE

CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 21116 – Pavement Marking Services

DUE DATE: PRIOR TO 2PM JUNE 29, 2021

DUE TO: Anda Upchurch, Senior Buyer
Purchasing Division
www.publicpurchase.com
Grand Prairie, Texas 75050

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.

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CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received via www.PublicPurchase.com until **June 29, 2021,** at 2:00 PM, and publicly opened and read via teleconference for the purchase of the following:

BID # 21116 – Pavement Marking Services

Further information and specifications may be obtained at www.publicpurchase.com, www.gptx.org, or from the Purchasing division at (972) 237-8262.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Publish: June 11th & June 18th, 2021

1. **PROJECT SCOPE**

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement marking services for the City of Grand Prairie. These services shall include but are not limited to removal of existing pavement markings, furnishing and placing of hot applied thermoplastic reflective pavement markings of extruded and/or sprayed thermoplastic compound on a work order basis. This agreement will begin on or after August 17, 2021.

2. **REQUIREMENTS** - Services shall include but are not limited to the following:

2.1. Vendor shall furnish all equipment, materials, service, labor, and all miscellaneous items necessary for the required pavement preparation, layout, and completion of the pavement marking installation.

2.2. The pavement markings to be applied generally will consist of crosswalk lines, stop lines, crosshatch lines, symbols, legends and arrows, channelizing lines, and short sections of centerlines and lane lines.

2.3. The pavement that the thermoplastic markings will be applied to will be primarily asphalt. Some pavements may have been rejuvenated by means of a "chip seal" or "slurry seal" surface treatment. Some pavements may be Portland Cement Concrete.

2.4. **Standards** - All markings shall be installed in accordance with the following:

2.4.1 Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the Texas Highway Administration, latest edition (http://www.txdot.gov/government/enforcement/signage/tmutcd.html); and

2.4.2 TxDOT Pavement Marking Handbook (http://onlinemanuals.txdot.gov/txdotmanuals/pmh/pmh.pdf); and

2.4.3 These specifications and special provisions; and

2.4.4 Work orders issued by the Signs and Markings Division, which will include appropriate drawings from the TxDOT Pavement Marking Standard Detail Sheets. (https://ftp.dot.state.tx.us/pub/txdot-info/cmd/cserve/standard/traffic/pm1-20.pdf).

2.4.5 In the event of conflict between the above standards, the work orders and the drawings attached thereto shall take precedence.

2.5. **THERMOPLASTIC, HOT APPLIED – ATTACHMENT A**

The attached specification shall govern for the materials, composition, quality, sampling, and testing of thermoplastic, hot applied, and materials utilized in its application to the roadway surface.

2.6 **ELIMINATING EXISTING PAVEMENT MARKINGS & MARKERS – ATTACHMENT B**

The attached specification shall govern for the elimination of existing pavement markings of the various types and sizes and raised pavement markers as shown on the plans or as directed by the Engineer.

2.7 **PAVEMENT SURFACE PREPARATION FOR MARKINGS – ATTACHMENT C**

The attached specification shall govern for the surface preparation of pavement surface areas prior to placement of pavement markings or raised pavement markers.

2.8 RAISED PAVEMENT MARKERS – ATTACHMENT D

The attached specification shall govern for the materials, composition, quality, sampling, and testing of raised pavement markers of the various classes and types shown on the plans.

3. RATE OF PURSUING THE WORK

3.1 The Vendor shall start the work required by each work order within two weeks of notification and complete the work, no later than one (1) calendar month after receipt of the work order. The only exception to this requirement will be extenuating circumstance as may be accepted by the City representative. Requests for exceptions due to extenuating circumstances must be made in writing to the City representative within 48 hours of the occurrence. The City representative's decision on extenuating circumstances will be final.

3.2 Lost workdays due to holidays, weather, break-down or non-availability of materials or of Vendor's equipment shall not be allowed as an excuse for not meeting the required schedule. The Vendor shall assure that necessary materials and equipment are available for use on this Agreement. Each day that a work order is not completed after the one (1) month allowed shall be considered failure to pursue the work at an adequate rate. See "Termination for Default" in the SOLICITATION STANDARD TERMS AND CONDITIONS.

4. SCHEDULING AND RECORD KEEPING

4.1. The Vendor shall designate a foreman in charge of the daily striping work. Each Monday morning, (Tuesday morning following a Monday City holiday), the Vendor shall submit a weekly written schedule of work to the City representative. The schedule shall be verbally updated each working day (i.e. progress report on accomplishments and schedule changes) by the Vendor's foremen. This daily contact with the City representative is required.

4.2. A permanent written log of each day's work shall be maintained by the Vendor. This daily log shall consist of the name of the intersecting roadways, the work order number that was executed, the markings actually installed, the approximate time of day that the markings were installed, the quantity (L.F., Sq. Ft., or each) of each bid item installed at locations, and any other comments as may be desirable. A copy of the daily logs and completed work orders for the previous week's work shall be submitted no later than each Tuesday. Repeated failure to turn in logs and completed work orders when due may result in assignment of one (1) day of Liquidated Damages for each occurrence.

4.3. If there are locations that the Vendor desires to do at night or during other than normal working hours for his own convenience, the Vendor shall submit a request in writing to the City representative at least three (3) working days in advance of any intended work on nights, weekends, or holidays, and shall not undertake such work without the approval of the City representative.

4.4. Provisions must be made, at the Vendor's expense, for adequate lighting of the marking operation and additional traffic control devices required for nighttime work. For night work, a minimum of six (6) 3000-watt lights shall be used to illuminate the area where pavement markings are being installed or removed. These lights shall be positioned so they do not interfere with the travelling public. Night work is defined as any work occurring between one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.

5. DELIVERY OF MATERIAL

5.1 It shall be the Vendor's responsibility to see that merchandise is delivered within or adjacent to the area of installation repair as specified by the City.

5.2 The work described in this specification shall be done with the least inconvenience. Vehicles must always have egress capabilities. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the City representative.

5.3 The Vendor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation always during this agreement. Any property or incidentals damaged during this agreement shall be repaired or replaced to the satisfaction of the City representative.

6. LOCATIONS

The specific locations of work are not listed herein but will be assigned via written work order by the City's representative during the duration of the agreement. Each work order will specify the locations, items, and estimate quantities of work to be performed. The City may add, delete, or change the work locations or details of the markings layouts 'at any time during the work period, with at least two (2) working days prior notice to the Vendor.

7. QUALIFICATIONS

7.1 The Vendor must be <u>have a minimum of five years' experience</u> in the application of hot thermoplastic retro-reflective pavement markings at intersections, on streets, and highways that are open to traffic. Bidders that cannot demonstrate successful previous experience in work of the type in this agreement will be considered not responsible and will not be considered for award of agreement.

7.2 The Vendor must possess (own or rent) and/or assure the availability of sufficient equipment, meeting the requirements, to successfully pursue the work in this agreement.

7.3 Personnel employed by the Vendor for work on this agreement shall be experienced in operating the striping equipment, requiring little or no training necessary to expeditiously commence the work and pursue it to completion. Before the City will authorize the Vendor to start work, the Vendor shall inform the City representative of the names and specific jobs of the Vendor's employees assigned to the Agreement. Any personnel replacements or job assignment changes during the Agreement must be reported immediately to the City representative and any replacement personnel must meet the personnel experience qualifications stated above. If, at any time, the City representative believes that inexperienced personnel are being employed, the City representative may halt the work until experienced personnel are provided.

8. VENDOR RESPONSIBILITIES

8.1 Supervision – The Vendor shall, during all periods of contract performance, provide competent supervision of his employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Vendor or a capable, fully authorized representative must be immediately available during all work activities to receive all special instructions from the City agent.

8.2 Defective Work and Damages – The Vendor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Any damage will be immediately reported to the Contract administrator or his agent. Failure by the Vendor to proceed promptly with corrective actions may be cause for cancellation of this contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Vendor.

8.3 Warranty - The Vendor agrees to warrant all services performed (workmanship, parts, refinishing, etc.) for a minimum period of one (1) year from date of acceptance. Longer warranty periods will be viewed favorably.

9. COMPLETION

9.1 Inspection - Vendor agrees to allow the City agent to conduct periodic on-site inspections of any/all striping work to ensure all work is being performed in accordance with the agreed estimate(s).

9.2 Acceptance - Acceptance of markings shall be conducted by designated City agent.

10. PAYMENT AND INVOICING

10.1 Payment - The City will authorize payment upon satisfactory completion, inspection and acceptance by the City. Work found unacceptable by the City will be corrected at the Vendor's expense. All work will be performed in accordance with the outlined quote and work order furnished by the city. Vendors are subject to non-payment for any/all unauthorized repair/restoration work.

10.2 Implied work - All incidental work required by the drawings and specifications, for which no payment is specifically provided, and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included, shall be done or furnished by the Vendor without extra compensation.

10.3 Invoicing - The following requirement applies to all invoices. Invoices must reference a purchase order number and have attached a copy of the matching work order. The invoice should include the following:

10.3.1 Purchase Order number
10.3.2 Invoice number
10.3.3 Total Hours Charged
10.3.4 Contract rates
10.3.5 Total amount due

11. SAFETY REQUIREMENTS

11.1 The Vendor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Vendor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.

11.2 Vendor will provide all required safety signage, barricades, and flashers/strobes.

11.3 All employees shall follow all applicable safety procedures, have appropriate safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.

11.4 All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all FAA, OSHA, and State of Texas requirements.

11.5 Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.

11.6 Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.

11.7 Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered, operating equipment at excessive speed, or operating without appropriate traffic control plan in place for the safety of the motorist and workers. Unsafe practices will be grounds for termination of the contract.

12. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Friday, June 11, 2021
Deadline for Questions	Wednesday, June 23, 2021
Responses to Questions	Thursday, June 24, 2021
Deadline for Receipt of Bids	Tuesday, June 29, 2021
Council Date	Tuesday, July 13, 2021

13. CONTACT

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Anda Upchurch at aupchurch@gptx.org by 4:00 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie's response to questions and requests for clarification will be posted to Public Purchase (www.publicpurchase.com).

14. BID EVALUATION

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter any contract deemed to be in the best interest of the city.

15. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

	EVALUATION CRITERIA	POINTS
1	Cost	50
2	Qualifications	25
3	References	10
4	Past Experience with the City or other municipality	10
5	Local Business Presence	5
	TOTAL POSSIBLE	100

16. SUBMITTAL RESPONSE GUIDELINES

Vendor response to this Request for Bid shall include:

16.1 Completed and signed proposal check list.
16.2 Bid Pricing Form filled in with unit prices, extended prices, and total.
16.3 Completed Questionnaire and References.
16.4 Bid Affirmation form reviewed and signed.
16.5 Completed Historically Underutilized Business Questionnaire and Completed House Bill 89 Verification Form.

17. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful Vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

ATTACHMENT A
THERMOPLASTIC, HOT APPLIED

I. Description: This specification shall govern for the materials, composition, quality, sampling, and testing of thermoplastic, hot applied, and materials utilized in its application to the roadway surface.

II. General Characteristics: Thermoplastic marking material shall be a product especially compounded for traffic markings. Each bag shall be clearly and adequately marked to indicate the color, weight, type of material, and lot or batch number (a lot or batch shall be considered as each individual mix or blend that produces a finished product ready for use). Each bag of thermoplastic material shall weigh approximately 50 pounds and designate appropriate user information, manufacturers, name and address. The bag must be composed of a compatible material to allow for the placement of the bag and its contents into the melter. When placed on the roadway, the markings shall not be slippery when wet, lift from pavement under normal weather conditions, nor exhibit a tacky, exposed surface. Cold ductility of the material shall permit normal road surface expansion and contraction without chipping or cracking.

- The markings shall retain their original color, dimensions, and placement under normal traffic conditions at road surface temperatures of 158° F and below.
- When applied at a 90 mil thickness, the setting to traffic time shall not exceed a characteristic straight-line curve, the lower limit of which is four minutes at 59° F road surface temperature, and the upper limit of which is ten minutes at 90° F road surface temperature. Temperatures are to be measured a maximum relative humidity of 90%.
- The markings shall essentially have a uniform cross-section. The density and quality of markings shall be uniform throughout their thickness. The applied markings shall be 95% free of holes and voids, and free of blisters for a minimum of 60 days after application.
- The markings in place on the roadway shall be completely reflectorized both internally and externally. The marking shall exhibit uniform retro-directive reflectance.
- The contractor shall assume all costs arising from the use of the patented materials, equipment, devices, or processes used on or incorporated in the work and agree to indemnify and hold harmless the purchaser and its duly authorized representatives from all legal suits or action of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

III. Sampling and Testing: The City reserves the right to have the supplied thermoplastic tested by an independent laboratory. If the tests reveal that the thermoplastic meets all of the agreed upon specifications, the City will submit payment for the tests; however, if the tests reveal that the thermoplastic does not meet all of the agreed upon specifications, the supplier shall assume all the costs of the tests. If the thermoplastic material does not meet the specifications; the City reserves the right to refuse all thermoplastic materials with matching lot or batch numbers of material tested. Amounts due to the City for conducting such tests will be deducted from monthly or final estimates on Contracts or from partial or final payments on direct purchases by the City. If the supplier, at any time during the life of the Contract, fails to supply a thermoplastic that meets the agreed upon specifications, the City reserves the right to terminate the contract.

The minimum batch size of thermoplastic striping material when tested shall not be less than 2000 pounds unless the total order is less than that amount. A small trial batch should be made prior to making the thermoplastic traffic line in large quantities to make certain the finished product will comply with all the requirements of this specification.

IV. Material Requirements:

A. Pigments: Prime and filler pigments shall, when washed free of resins by solvent washing, pass a U.S. Standard Sieve Number 200 (Tex-863-B) and shall meet the following specific requirements for each pigment:

1. Prime Pigments:
   a. The white pigment shall be a Rutile Titanium Dioxide.
   b. The yellow pigment shall be a heat resistant, double encapsulated medium chrome yellow or other approved heat resistant pigment.
2. Filler Pigment: The filler pigment shall be calcium carbonate, 95% purity.

B. Binder: The binder must consist of a mixture of resins, at least one of which is a solid at room temperature, and high boiling point plasticizers. At least 1/3 of the binder composition must be a maleic-modified glyceryl ester of rosin and must be no less than 8% by weight of the entire material formulation. The infrared analysis of the resin extract shall match the spectra on file at CST / M&P in accordance with Tex-888-B.

C. Silica: The total silica used in the formulation shall be in the form of glass traffic beads.

D. Glass Traffic Beads: Drop-on glass traffic beads shall meet the requirements of DMS-8290.

1. Manufacture: Glass traffic beads shall be:
   a. Manufactured from glass.
   b. Spherical in shape.
   c. Essentially free of sharp angular particles.
   d. Essentially free of particles showing milkiness, surface scoring, or surface scratching.
   e. Water white in color.
2. Contaminates: Glass traffic beads shall:
   a. Contain less than 1/4 of 1% moisture by weight.
   b. Be free of trash, dirt, etc.
   c. Show no evidence of objectionable static electricity when flowing through a regular traffic-bead dispenser.
3. Gradation:
   a. Sieve Analysis: Glass traffic beads shall meet the following gradation requirements:

Openings U.S. Std. Sieves	Percent Passing
# 20 Sieve	100
# 30 Sieve	80 - 95
# 50 Sieve	15 - 35
#100 Sieve	0 - 4

b. Irregular Particles: Glass traffic beads, retained on any screen used to determine gradation requirements, shall not contain more than 30% (by weight) irregular particles measured by Tex-832-B.

4. Index of Refraction: Glass traffic beads, when tested by the liquid immersion method at 77° F, shall show an index of refraction within the range of 1.50 to 1.53.
5. Wetting: Glass traffic beads shall be capable of being readily wet with water when tested in accordance with Test Method Tex-826-B.
6. Stability: Glass traffic beads shall show no tendency toward decomposition, surface etching, change in retro-reflective characteristics, or change in color after:
   a. One-hour exposure to concentrated hydrochloric acid at 77°F.
   b. Twenty-four hours exposure to weak alkali.
   c. One hundred hours of weather-o-meter exposure in accordance with ASTM G 155 using Exposure Cycle 1 with a quartz inner filter glass and Type "S" Borosilicate outer filter glass.

V. Equipment: The thermoplastic pavement marking material may be either spray applied or extruded hot to the pavement surface unless application method is specified on the plans. The thermoplastic equipment shall be constructed to provide continuous mixing and agitation of the material. The shaping die or spray gun shall be equipped with a cut-off device remotely controlled to provide clean, square, marking ends and to provide a method for applying broken lines.

The equipment used to install hot applied thermoplastic material by contract under this specification shall be constructed to provide continuous uniform heating to temperatures exceeding 400°F mixing, and agitation of the material. Conveying parts of the equipment between the main material reservoir and the line dispensing device shall prevent accumulation and clogging. All parts of the equipment that come in contact with the material shall be constructed for easy access and exposure for cleaning and maintenance. The equipment shall operate so that all mixing and conveying parts, including the line dispensing device, maintain the material at the manufacturer's recommended application temperature. The equipment shall provide for varying traffic marking application widths. The application equipment shall be mobile and maneuverable to the extent that straight lines can be followed, and normal curves can be made in a true arc. A special kettle shall be provided for uniformly melting and heating the thermoplastic material. The kettle must be equipped with an automatic thermostatic control device and material thermometer for positive temperature control and to prevent overheating or scorching of the material. The heating kettle and application equipment shall meet the requirements of the National Fire Underwriters and the National Fire Protection Association of the state and local authorities.

Equipment used to place four inch solid or broken line shall be capable of placing a minimum of 10,000 linear feet of marking per working day. Equipment used for placing markings in widths of other than four inches shall have capabilities similar to four-inch marking equipment. Equipment shall be maintained in satisfactory operating condition. Equipment shall be considered in unsatisfactory working condition if it fails to have an average hourly placement rate of 1,500 linear feet of acceptable four-inch solid or broken lines over any five consecutive working days of seven hours of more due to equipment malfunction. Upon notification by the Engineer of equipment in unsatisfactory operating condition, the Contractor shall repair and place such unsatisfactory equipment in satisfactory condition or replace with equipment meeting the requirements of this specification. Equipment used to place markings other than solid or broken lines shall have production capabilities satisfactory to the Engineer.

The material container must be so equipped and arranged as to satisfy the requirement of the National Fire Underwriters and the Texas Railroad Commission. The Contractor shall supply the Engineer with a thermometer for the project, capable of measuring the temperature of the pavement marking material to be applied.

Beads applied to the surface of the material shall be applied by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are dispensed uniformly and almost instantly upon surface. The beads shall be applied at a uniform minimum rate of 10 pounds of glass spheres every 100 square feet of line. The bead dispenser shall be equipped with an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment.

VI. Construction Methods: The Contractor shall use a crew experienced in the work of installing pavement markings and shall supply all the equipment and materials necessary for the placement of the pavement markings. All traffic control and work zone set-ups shall be in conformance with the Texas Manual on Uniform Traffic Control Devices (current edition).

The pavement marking material shall be applied within the material temperature limits recommended by the manufacturer.

The pavement markings shall be placed in proper alignment with guidelines established on the roadway. Deviation from the alignment established shall not exceed two inches and, in addition, the deviation in alignment of the marking being placed shall not exceed one inch per 200 feet of roadway nor shall any deviation be abrupt.

The thermoplastic material shall not deteriorate by contact with sodium chloride, calcium chloride, or other chemicals used to prevent roadway ice or because of the oil content of pavement materials or from oil droppings or other effects of traffic.

The material shall be applied to the pavement by spray method to 90 mil thickness.

When deemed necessary the Engineer to achieve specified alignment, the Contractor, at his expense, shall place any additional markings required to achieve alignment specified throughout both straight and horizontally curved sections of roadway. All additional markings placed on the roadway for alignment purposes shall be temporary in nature and shall not establish a permanent marking on the roadway. Materials used for alignment markings and equipment used to place such markings shall be approved by the Engineer.

The pavement upon which the pavement markings are to be placed shall be cleaned and prepared, to the satisfaction of the Engineer, prior to placement of markings.

The bid price for parking lot striping shall include the removal of all existing pavement markings, surface prep and cleaning, layout, and placement of the new markings, if deemed necessary by the Engineer.

Cleaning shall be by any effective method, approved by the Engineer, which completely and effectively removes contaminants, loose materials and conditions deleterious to proper adhesion. When blast cleaning is required, it shall be shown in the plans and shall be done in accordance with the Item "Blast Cleaning".

Asphalt surfaces more than 3 years old or Portland cement concrete surfaces shall be further prepared after cleaning by completely sealing with an acrylic, epoxy or Type II marking. When epoxy sealer is used, the thermoplastic marking shall be applied before the sealer is completely cured.

Longitudinal lines shall be offset at least two inches from construction joints of Portland cement concrete pavements and joints or shoulder breaks of bituminous concrete pavements.

The material shall be installed in increments of 4, 6, 8, 12, or 24-inch widths or otherwise shaped as shown in the plans. Deviations from the specified width shall not exceed 1/8 inch except when due to undulations in the pavement surface, in which case the deviation in width shall not exceed 1/4 inch.

The material shall not prohibit adhesion of other thermoplastic markings if, at some future time, new markings are placed over existing material. New material shall bond itself to the old line in such a manner that no splitting or separation takes place.

The application of hot-applied pavement markings shall be done only on a clean, dry pavement having a road surface temperature above 50°F and an air temperature of 55°F. The application of hot-applied pavement markings shall not be performed for a minimum of 24 hours after the road surface has become wet due to rainfall or any other means.

When pavement marking application is by spray and operations cease for five minutes or more, the spray head must be flushed by spraying pavement marking material into a pan or similar container until the pavement marking material being sprayed out the nozzle is at the proper temperature for application.

Unless otherwise directed by the Engineer, pavement marking materials shall not be placed on roadways between November 1 and March 1, subject to temperature and moisture limitations specified elsewhere herein.

The thickness of the markings shall be uniform throughout their lengths and widths. Unless otherwise specified in the plans, the minimum thickness of the markings applied by extrusion, as measured above the plane formed by the pavement surface, shall not be less than 125 mils in the center of the marking and 90 mils at a distance of one-half inch from the edge. Maximum thickness shall be 125 mils. The Contractor shall supply a device, suitable to the Engineer, to measure thickness of the applied extruded markings.

VII. Finished Product Requirements: Finished thermoplastic pavement marking materials shall meet the following requirements:

A. Physical Characteristics: The finished thermoplastic pavement marking material shall be a free-flowing granular material, unless otherwise specified. The material shall remain in the free-flowing state in storage for a minimum of six months when stored at temperatures of 100°F or less. The material shall be readily sprayed through nozzles commonly used on thermoplastic spray equipment at temperatures between 400°F to 425°F.

B. Toxicity: At temperatures up to and including 446°F, materials shall not give off fumes which are toxic or otherwise injurious to persons, animals, or property.

C. Material Stability: The material shall not break down or deteriorate when held at 400°F for 4 hours.

D. Temperature vs. Viscosity Characteristics: The temperature versus viscosity characteristics of the material in the plastic state shall remain constant throughout up to four reheatings to 401°F and from batch to batch.

E. Chemical Resistance: The material shall not be adversely altered by contact with sodium chloride, calcium chloride, or other similar chemicals on or used on the roadway surface; by contact with the oil content of pavement materials; or by contact from oil droppings from traffic.

F. Softening Point: The materials shall not soften at 194°F when tested by the Ball and Ring Method, ASTM Method E28.

G. Color: The CIE chromaticity coordinates of the material, when determined in accordance with Tex-839-B, shall fall within an area having the following corner points.

	Point 1		Point 2		Point 3		Point 4		Luminous
Color	x	y	x	y	x	y	X	y	Y
White	0.290	0.315	0.310	0.295	0.350	0.340	0.330	0.360	Min.65
Yellow	0.470	0.455	0.510	0.489	0.490	0.432	0.537	0.462	45-60

The white and yellow material shall meet the above specified color requirements, for each color respectively, before and after 70 hours of exposure in a Weather-O-Meter. Weather-O-Meter exposure shall be in accordance with ASTG G 155 using Exposure Cycle 1 with a quartz inner filter glass and Type "S" Borosilicate outer filter glass.

H. Abrasion: Thermoplastic pavement marking material shall be tested for abrasion in accordance with Test Method Tex-851-B according to Steps 1 through 8 of the procedure using the following test parameter.

1. Test Distance – 5 in.

2. Blast Pressure – 40psi

3. Sample Angle -10 degree

4. Blast Media – 1200 g.

I. Uniformity: Material shall be manufactured such that, when sampled in accordance with CST / M & P's testing procedures, any 100-gram sample will be representative of the batch or lot of material.

VIII. Formula:

A. Thermoplastic Marking, White	% by Weight
Binder	18-23
Titanium Dioxide	12-15
Calcium Carbonate	20-42
Glass Traffic Beads	30-45
Total	100

B. Thermoplastic Marking, Yellow	% by Weight
Binder	18-23
Medium Chrome Yellow	5-10
Calcium Carbonate	20-42
Glass Traffic Beads	30-45
Total	100

IX. Sealer: Sealers for use on Portland cement concrete surfaces prior to application of the thermoplastic shall be either an acrylic, epoxy sealer or Type I marking.

X. Performance: Pavement markings shall meet all requirements of this specification for a minimum of three years after installation. Pavement markings that fail to meet all requirements of this specification shall be removed and replaced at the expense of the Contractor. The Contractor shall replace all pavement markings failing the requirements of this specification within 30 working days following notification by the Engineer of such failing. All replacement pavement markings shall also meet all requirements of this specification for a minimum of three years after installation.

XI. Measurement: Measurement of the solid and / or broken line markings will be made, for each color, by the linear foot of the various widths complete in place. Measurement of the arrows, legends and railroad crossing markings will be made by each unit complete in place.

XII. Payment: The work performed and materials furnished as prescribed by this item, measured as provided under "Measurement", shall be paid for at the unit price bid for "Thermoplastic Pavement Markings", for each color, per linear foot of the various widths of solid and / or broken line per each unit of the arrows, legends and railroad crossings complete in place. This price shall be full compensation for cleaning the pavement by any suitable means other than blast cleaning, for furnishing and placing all materials, and for all labor, tools, equipment and incidentals necessary to complete the work.

Warranty (contract applications only) - The thermoplastic pavement marking material furnished and installed by contract under this specification shall be guaranteed by the contractor against failure because of poor adhesion resulting from defective materials or methods of application. Warranties may vary depending upon the applied line thickness, the positioning of the line, the traffic density, the use of studded snow tires, and the frequency of snowplow operations.

The following warranties are typical for application thickness of 125 mils for crosswalks and stop lines and 90 mils for landlines, centerlines, and edge lines by extruded method or by spray method. Warranties for thinner lines in these applications or for higher traffic volumes may be reduced commensurately.

For non-defective pavement surfaces carrying volumes fewer than 50,000 vehicles per day, the contractor shall guarantee to replace or renew without cost to the City that part of the pavement markings installed that have not remained to perform service as follows:

a. Crosswalks and stop lines and legends - 75 percent of the total of any one intersection for one year. Retro-reflectivity levels less than 250 millicandelas during a three-year period after installation.

b. Lane lines, edge lines, and centerlines - 90 percent of a unit for one year, 80 percent of a unit for two years, and 60 percent of a unit for three years. (A "unit" is defined as any length of highway having installed thereon 2,000 lineal feet (610 m) of line of specified width in any combination or patter. Retro-reflectivity level of less than 250 millicandelas at any time during a three-year period after installation.

All minimum retro reflectivity values for pavement markings are set forth in ASTM D6359-98. The minimum retro reflective pavement marking values are set at 250 mcd/m2/lux. For white and 175 mcd/m2/lux for yellow. These minimum values shall be attained for three (3) years from the installation date of the markings.

ATTACHMENT B
ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

I. Description: This specification shall govern for the elimination of existing pavement markings of the various types and sizes and raised pavement markers as shown on the plans or as directed by the Engineer.

II. Materials: All surface treatment material application rates shall be as directed by the Engineer. Unless otherwise shown on the plans, surface treatment materials shall conform to the requirements of "Asphalts, Oils and Emulsions," and "Aggregates for Surface Treatments" as specified in TxDOT Pavement Marking Specification. Testing of surface treatment materials may be waived by the Engineer. Asphalt and aggregate types and grades shall be as shown on the plans or approved by the Engineer.

III. Construction Methods: Elimination of existing pavement markings and markers shall be accomplished by one (1) or more of the following methods as approved by the Engineer.

1. Markings on Asphaltic Surfaces:

A. Placement of a surface treatment a minimum of two feet (2') wide to cover the existing marking.

B. Placement of a surface treatment, thin overlay or micro-surfacing a minimum of one (1) lane in width in areas where directional changes of traffic are involved, or other areas as directed by the Engineer.

Construction methods for surface treatment shall conform to "Surface Treatments" as specified in TxDOT Pavement Marking Specifications.

2. Markings on Concrete Surfaces:

A. Removal by an approved burning method

3. Markings on Asphaltic or Concrete Surfaces:

A. Removal by water, water-sand blasting techniques or by any other method(s) proven satisfactory to the Engineer.

4. Markers or Asphaltic or Concrete Surfaces:

A. Removal by any mechanical method to remove marker and adhesive

Existing pavement markings and markers on both concrete and asphaltic surfaces shall be removed in such a manner that color and/or texture contrast of the pavement surface will be minimal.

Removal of pavement markings on concrete surfaces by blast cleaning shall be in accordance with Grand Prairie's "Pavement Surface Preparation for Markings" specification. Blast cleaning shall be performed in such a manner that damage to the concrete surface is minimal.

When thermoplastic pavement markings or prefabricated pavement markings are encountered, the application of heat may be used to remove the bulk of the marking material prior to blast cleaning. When heat is used, care shall be taken to prevent spalling of concrete surfaces.

A burner may be used for complete removal of pavement markings. Broom removal or light blast cleaning may be used for removal of minor residue.

Damage, such as spalling, shelling, etc. greater than ¼ inch in depth, caused to asphaltic surfaces resulting from the removal of pavement markers shall be repaired by the application of a two (2) foot wide surface treatment for longitudinal markers with no directional change or a minimum of one (1) lane width surface treatment in areas where directional changes of traffic are involved.

Grinding is not an acceptable method of marker or marking removal. However, equipment utilizing special milling flails is considered acceptable in the removal of markings and markers on asphaltic and concrete surfaces.

ATTACHMENT C
PAVEMENT SURFACE PREPARATION FOR MARKINGS

I. Description: This specification shall govern for the surface preparation of pavement surface areas prior to placement of pavement markings or raised pavement markers.

II. Materials: Abrasive blasting medium, when used, shall be a quality commercial product capable of producing the specified surface cleanliness without the deposition of deleterious materials on the cleaned surface. Water used in blasting operations shall be potable.

III. Equipment: Equipment shall be in good condition. Air compression equipment shall utilize moisture and oil traps, in working order, of sufficient capacity to remove any contaminants from blasting air and prevent the deposition of moisture, oil or other contaminants on the roadway surface. Grinding equipment must utilize special milling flails.

IV. Construction Methods: Widths, lengths and shapes of the prepared surfaces shall only be of sufficient size to include the full area of pavement markings or raised pavement markers as shown on the plans.

Surface preparation of Portland cement concrete surfaces shall be sufficient to remove contaminants. Damage to the roadway surface shall be held to a minimum. Asphaltic pavement surfaces shall be cleaned by brushing, washing, compressed air, high pressure water or any combination thereof to remove all forms of contamination and loose materials. All surfaces shall be cleaned sufficiently to remove loose and flaking materials from the roadway surface.

When existing markings are encountered, they shall be cleaned sufficiently to remove all loose and flaking materials. Small spots of old markings or contaminants of up to 0.5 square inch in area may remain if the contaminant is not removed by the following test:

> Firmly press a 10-inch-long, two-inch wide strip of monofilament tape onto the surface to be tested, leaving approximately two inches (2") free. Grasp the free end and remove the tape with a sharp pull.

Blasting pressure and technique shall be controlled to prevent damage to the pavement surface. Grinding is not an acceptable method of marker or marking removal. However, equipment utilizing special milling flails is considered acceptable in the removal of markings and markers on Portland cement concrete and asphaltic surfaces.

ATTACHMENT D
RAISED PAVEMENT MARKERS

I. Description: This specification shall govern for the materials, composition, quality, sampling, and testing of raised pavement markers of the various classes and types shown on the plans.

II. Materials: Raised pavement markers shall comply with the requirements of TxDOT Departmental Materials Specifications as follows:

Pavement Markers (Reflectorized) DMS-4200

A. Raised Pavement Markers (Pavement Markers, Reflectorized). Raised pavement markers shall include Types: I-A, I-C, I-R, II-A-A and II-C-R.

Descriptions:

Type I-A. Type I-A shall contain one face that reflects amber light. The body, other than the reflective face, shall be yellow.

Type I-C. Type I-C shall contain one face that reflects white light. The body, other than the reflective fact, shall be white, silver white.

Type I-R. Type I-R shall contain one face that reflects red light. The body, other than the reflective face, shall be white or silver white.

Type II-A-A. Type II-A-A shall contain two (2) reflective faces oriented 180° to each other, each of which shall reflect amber light. The body, other than the reflective faces, shall be yellow.

Type II-C-R. Type II-C-R shall contain two (2) reflective faces oriented 180° to each other, one of which shall reflect white light and one of which shall reflect red light. The body, other than the reflective faces, shall be white or silver white. Optionally, the body may be one-half white, silver-white on the side that reflects white light and one-half red on the side that reflects red light.

III. Appearance Requirements: The outer surface of the RPM's shall be smooth except for the molding or stamping of the manufacturer's unique imprint. All corners and edges exposed to traffic shall be rounded.

IV. Optical Requirements: The RPM's shall be capable of providing amber, red or white light reflection as required by the requisition or plans.

The reflected light of each reflective face must conform to the minimum reflective specific intensity (SI) requirements measured in candelas per foot-candle (cd/fc) as follows:

Minimum SI per Reflective Face at 0.2° Observation Angle (cd/fc)			
Horizontal Entrance Angle	Crystal	Amber	Red
4°	3.00	2.00	0.75
20°	1.50	1.00	0.30

V. Physical Requirements: The RPM's shall comply with TxDOT "Tex-434-A, Breaking Strength of Traffic Buttons".

VI. Heat Resistance: The RPM's shall comply with TxDOT "Tex-846-B, Testing the Heat Resistance of Reflector Units".

VII. Sampling: Sampling will be in accordance with TxDOT Test Method Tex 729-I

VIII. Construction Methods: Each class of raised pavement marker shall be from the same manufacturer.

Surfaces to which markers are to be installed by an adhesive shall be prepared by any method approved by the Engineer to ensure that the surface is free of dirt, curing compound, grease, oil, moisture, loose or unsound pavement markings and any other material which would adversely affect the adhesive bond. Unless otherwise shown on the plans, surface preparation for installation of raised pavement markers will not be paid for directly, but shall be considered subsidiary to this item

Guides to mark the lateral placement of pavement markers shall be established as shown on the plans or as directed by the Engineer. The Contractor shall establish the pavement marker guides and the Engineer will verify the location of the guides.

The pavement markers shall be placed in proper alignment with guidelines established on the roadway. The deviation rate in alignment shall not exceed one inch (1") per 200 feet of roadway. The maximum deviation shall not exceed two inches (2") nor shall any deviation be abrupt.

Markers placed that are not in alignment or sequence, as shown on the plans or as stated in this specification, shall be removed by the Contractor at the Contractor's expense. Removal shall be in accordance with Grand Prairie's "Eliminating Existing Pavement Markings and Markers" Specification except for measurement and payments. Guides placed on the roadway for alignment purposes shall not establish a permanent marking on the roadway.

Unless otherwise shown on the plans, the Contractor shall use the following adhesive materials for placement of markers.

Epoxy adhesive for Raised Pavement Markers on Portland cement concrete pavements.

Bituminous adhesive for Raised Pavement Markers on asphalt surfaces.

Adhesive shall be applied in sufficient quantity to ensure the following:

100 percent of the bonding area of raised pavement markers shall be in contact with the adhesive.

Unless otherwise required by this item, adhesives shall be applied in accordance with the manufacturer's recommendations.

Bituminous adhesive shall conform to the requirements of the TxDOT Materials Specification DMS-6130. Epoxy adhesive shall conform to the requirements of the TxDOT Materials Specification DMS-6100 Type II Traffic Marker Adhesives.

When bituminous adhesive is used, the pavement and raised pavement marker temperature shall be at least 40° F. The bituminous adhesive shall not be heated above 400°F. The bituminous adhesive shall be agitated intermittently to ensure even heat distribution.

Epoxy adhesive shall be machine mixed.

Raised pavement markers shall be free of rust, scale, dirt, oil, grease, moisture or contaminants which might adversely affect the adhesive bond.

Raised pavement markers shall be placed immediately after the adhesive is applied and shall be firmly bonded to the pavement. Adhesive or any other material that impairs functional reflectivity will not be acceptable.

SOLICITATION STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.

2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.

3. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.

4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.

5. **F.O.B.:** All shipping shall be F.O.B. Destination.

6. **COOPERATIVE/INTERLOCAL PURCHASING:** If the vendor checked yes on the submittal affirmation form to allow for Interlocal Purchasing the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.

7. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

8. **WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt without approval by the City.

9. **ERROR-QUANTITY:** Submittals must be made on units of quantity specified, extend, and show total(s). In the event of discrepancies in extension, the unit price shall govern.

10. **LATE SUBMITTALS:** Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.

11. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the City and furnished upon request.

12. **ADDENDA:** Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.

13. **PROTEST:** Protests shall be submitted in writing and filed with the Purchasing Division no less than three business days prior to the City Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and City Attorney in accordance with the City Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the City Council. Protesting vendors must contact the City Secretary in order to be acknowledged and heard by City Council at the first available Council meeting.

14. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.

15. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

16. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for Oct. 1 to Sept. 30. The City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

17. **ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.

18. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.

19. **RIGHT OF REVIEW:** Vendor covenants and agrees that the City, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.

20. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

21. **STANDARD WARRANTY:** Standard manufacturer's warranty shall be provided and submitted to the City of Grand Prairie upon request.

22. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

23. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

24. **CONFLICT OF INTEREST:** The successful vendor hereby covenants and agrees that during the Contract period that vendor and any of vendor's associates and employees will have no interest nor acquire any 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 vendor pursuant to this Contract will be conducted by employees or associates of vendor. Vendor further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the City from having any financial interest, either direct or indirect, in any business transaction with the City. Any violation of this paragraph which occurred with the actual or constructive knowledge of vendor will render this contract voidable by the City.

    a. **FORM CIQ** – is required when a conflict exists 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. This form may be obtained from the Texas Ethic Commission's website.

25. **CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by vendor under this contract shall be kept confidential and may not be made available to any individual or organization by vendor without the prior written approval of the City except as may be required by law.

26. **WARRANTY, HOLD HARMLESS, AND INDEMNITY:** Vendor warrants that the commodities it delivers to the City shall be delivered in a good and workmanlike manner, and that any items delivered to the City under this contract will be fit for the particular purpose for which it was furnished. Vendor shall defend, indemnify, and hold the City whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of vendor's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of vendor or any representative, agent, employee, or servant of the City. If an item is covered by a manufacturer's warranty, it is the responsibility of the vendor to obtain the information for City and to get the manufacturer to honor the warranty.

27. **PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.

28. **WAIVER OF ATTORNEYS FEES:** Vendor and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

29. **CHANGE ORDERS:** No Oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.

30. **TERMINATION:** The City may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate the right for vendor to accept further orders under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to vendor with the understanding that no further orders may be accepted after the date specified in such notice. The City shall equitably compensate vendor, in accordance with the terms of this Contract for the commodities properly ordered prior to the date specified in such notice following inspection and acceptance of same by the City. Vendor shall not, however, be entitled to lost or anticipated profits should the City choose to exercise its option to terminate.

31. **TERMINATION FOR DEFAULT:** The CITY reserves the right to enforce the performance of this purchase order in any manner prescribed by law or deemed to be in the best interest of the CITY in the event of breach or default. The CITY reserves the right to terminate the purchase order immediately in the event the VENDOR fails to: (1) meet delivery schedules, or (2) otherwise perform in accordance with this contract and incorporated documents. Breach of contract or default authorizes the CITY to award to another VENDOR, purchase elsewhere and charge the full increase in cost and handling to the defaulting VENDOR.

32. **PERFORMANCE OF WORK:** Vendor or vendor's associates and employees shall perform all the work called for in this Contract. Vendor hereby covenants and agrees that all of vendor's associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

33. **OWNERSHIP OF DOCUMENTS:** VENDOR acknowledges that City owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. Vendor acknowledges that City shall have copyright privileges to those notes, reports, documents, processes and information. Vendor shall provide City a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at City expense upon written request.

34. **PRICE REDETERMINATION:** Price redetermination shall only be considered by the City forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the City.

35. **DRUG FREE WORKPLACE:** VENDOR hereby covenants and agrees that during the contract period that VENDOR and any of VENDOR's associates and employees shall follow the CITY'S drug free workplace policy.

36. **INSPECTION:** All goods and services will be subject to inspection and testing by CITY prior to acceptance. Goods rejected and goods supplied in excess of quantities ordered may be returned to the VENDOR at its expense. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, including any applicable drawings and specifications, then CITY, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at VENDOR's expense, require VENDOR to inspect the goods and remove nonconforming goods and/or require VENDOR to replace nonconforming goods or services with conforming goods or services.

37. **PACKAGING:** All goods must be packaged in the manner as specified by CITY and shipped in the manner and by the route and carrier designated by CITY. If CITY does not specify the way the goods must be packaged, VENDOR shall package the goods to avoid any damage in transit. If CITY does not specify the manner of shipment, route or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this Order.

38. **AUDIT:** the CITY reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.

39. **INSURANCE:** Prior to the commencement of work under this Contract, vendor shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.

TYPE AMOUNT

a. Workers' Compensation Statutory
b. Employer's Liability $1,000,000
c. Comprehensive General Liability $1,000,000 (Combined Single Limit)
d. Premises Operations
e. Products Operations Hazard
f. Contractual Insurance
Comprehensive Automobile Liability $1,000,000 (Combined Single Limit)

40. **HB 1295 FORM:** At time of contract execution vendor must provide a signed HB 1295 Form received directly from the State of Texas. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

41. **CONTRACT EXECUTION AND START DATE:** The awarded vendor will have ten calendar days after receiving the notice of award to return the executed contract, certificate of insurance, HB 1295 form, and vendor setup packet (when applicable). The CITY reserves the right to terminate the contract immediately, place the VENDOR on the City's debarred vendor list, and award to another VENDOR in the event the VENDOR fails to return the required documents by the indicated time. After documentation is received by the City a notice to proceed or purchase order will be issued. The vendor will have up to five calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.

42. **STORMWATER REQUIREMENTS:** The Contractor shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution in accordance with the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).

43. **LOCAL PREFERENCE:** Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible bidder, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. ***Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie.*** If your principal place of business is within the Grand Prairie city limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Bidder Preference.

SUBMITTAL FORMS

SUBMITTAL CHECK LIST – Company Name Stripe-A-Zone, Inc.

Interested parties MUST submit responses online through www.publicpurchase.com. Response **must** include all the following items listed below for consideration. Please contact vendorsupport@publicpurchase.com for any issues in responding. The submission should be in the order stated below.

	DOCUMENT	ATTACHED
1	Submittal Check List	✓
2	Bid Pricing	✓
3	Questionnaire & References	✓
4	Submittal Affirmation	✓
5	HUB Questionnaire and House Bill 89 Verification	✓

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Authorized Signature

Vice President of Finance
Title

John Johnson
Print/Type Name

06/21/2021
Date

BID PRICING

PLEASE SUBMIT PRICING ON THE ATTACHED EXCEL SHEET.

By my signature I affirm all items as listed on the attached bid sheet have been completed and submitted as part of my firm's proposal.

Stripe-A-Zone, Inc.
Vendor Name

Authorized Signature

Vice President of Finance
Title

John Johnson
Print/Type Name

06/21/2021
Date

Attachment 1
Exhibit A

Pavement Marking Services

BID SHEET ~ RFB #21116

All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees

Vendor:	Stripe-A-Zone, Inc.
Contact:	John Johnson
Email:	jjohnson@stripe-a-zone.com
Phone:	972-647-2714
City/State:	Grand Prairie, TX

	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED
1	Reflective Pavement Marking TY I W BRK 4"	30000	LF	$ 0.55	$ 16,500.00
2	Reflective Pavement Marking TY I W BRK 6"	30000	LF	$ 0.69	$ 20,700.00
3	Reflective Pavement Marking TY I W BRK 8"	15000	LF	$ 0.71	$ 10,650.00
4	Reflective Pavement Marking TY I W BRK 12"	15000	LF	$ 1.11	$ 16,650.00
5	Reflective Pavement Marking TY I W SLD 4"	30000	LF	$ 0.55	$ 16,500.00
6	Reflective Pavement Marking TY I W SLD 6"	30000	LF	$ 0.69	$ 20,700.00
7	Reflective Pavement Marking TY I W SLD 8"	15000	LF	$ 1.00	$ 15,000.00
8	Reflective Pavement Marking TY I W SLD 12"	7500	LF	$ 5.00	$ 37,500.00
9	Reflective Pavement Marking TY I W SLD 24"	7500	LF	$ 6.00	$ 45,000.00
10	Reflective Pavement Marking TY I W SLD ARROW	108	EA	$ 110.00	$ 11,880.00
11	Reflective Pavement Marking TY I W SLD DBL ARROW	30	EA	$ 110.00	$ 3,300.00
12	Reflective Pavement Marking TY I W SLD WORD	30	EA	$ 110.00	$ 3,300.00
13	Reflective Pavement Marking TY I W SLD RR XING	30	EA	$ 310.00	$ 9,300.00
14	Reflective Pavement Marking TY I Y SLD 4"	60000	LF	$ 0.55	$ 33,000.00
15	Reflective Pavement Marking TY II W BRK 4"	30000	LF	$ 0.25	$ 7,500.00
16	Reflective Pavement Marking TY II W BRK 6"	30000	LF	$ 0.29	$ 8,700.00
17	Reflective Pavement Marking TY II W BRK 8"	15000	LF	$ 0.29	$ 4,350.00
18	Reflective Pavement Marking TY II W SLD 4"	15000	LF	$ 0.25	$ 3,750.00
19	Reflective Pavement Marking TY II W SLD 6"	15000	LF	$ 0.29	$ 4,350.00
20	Reflective Pavement Marking TY I W SLD 8"	15000	LF	$ 1.00	$ 15,000.00
21	Reflective Pavement Marking TY II W SLD 12"	7500	LF	$ 0.72	$ 5,400.00
22	Reflective Pavement Marking TY II W SLD 24"	7500	LF	$ 1.01	$ 7,575.00
23	Reflective Pavement Marking TY II W SLD ARROW	108	EA	$ 36.00	$ 3,888.00
24	Reflective Pavement Marking TY II W SLD DBL ARROW	30	EA	$ 36.00	$ 1,080.00
25	Reflective Pavement Marking TY II W SLD WORD	30	EA	$ 36.00	$ 1,080.00
26	Reflective Pavement Marking TY II W SLD RR XING	30	EA	$ 36.00	$ 1,080.00
27	Reflective Pavement Marking TY II Y SLD 4"	60000	LF	$ 0.25	$ 15,000.00
28	Eliminate Existing Pavement Marking 4"	30000	LF	$ 0.49	$ 14,700.00
29	Eliminate Existing Pavement Marking 6"	30000	LF	$ 0.49	$ 14,700.00
30	Eliminate Existing Pavement Marking 8"	15000	LF	$ 0.54	$ 8,100.00
31	Eliminate Existing Pavement Marking 12"	7500	LF	$ 0.84	$ 6,300.00
32	Eliminate Existing Pavement Marking 24"	7500	LF	$ 1.70	$ 12,750.00
33	Eliminate Existing Pavement Marking ARROW	108	EA	$ 23.00	$ 2,484.00
34	Eliminate Existing Pavement Marking WORD	30	EA	$ 27.00	$ 810.00
35	Eliminate Existing Pavement Marking RR XING	30	EA	$ 40.00	$ 1,200.00
36	Pavement Marking Preparation 4"	30000	LF	$ 0.30	$ 9,000.00
37	Pavement Marking Preparation 6"	30000	LF	$ 0.30	$ 9,000.00
38	Pavement Marking Preparation 8"	15000	LF	$ 0.30	$ 4,500.00
39	Pavement Marking Preparation 12"	15000	LF	$ 0.30	$ 4,500.00
40	Pavement Marking Preparation 24"	7500	LF	$ 0.30	$ 2,250.00
41	Pavement Marking Preparation ARROW	108	EA	$ 16.00	$ 1,728.00

42	Pavement Marking Preparation DBL ARROW	30	EA	$ 16.00	$ 480.00
43	Pavement Marking Preparation WORD	30	EA	$ 19.00	$ 570.00
44	Pavement Marking Preparation RR XING	30	EA	$ 36.00	$ 1,080.00
45	Raised Pavement Marker CL B REFL TY I A	3000	EA	$ 2.50	$ 7,500.00
46	Raised Pavement Marker CL B REFL TY II A-A	3000	EA	$ 6.00	$ 18,000.00
47	Raised Pavement Marker CL B REFL TY I C	3000	EA	$ 2.50	$ 7,500.00
48	Raised Pavement Marker CL B REFL TY II C-R	3000	EA	$ 6.00	$ 18,000.00
49	Eliminate Existing Pavement Markers	6000	EA	$ 1.00	$ 6,000.00
	TOTAL				$ 489,885.00

QUESTIONNAIRE

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

GENERAL CONTACT INFORMATION					
Primary Contact:	John Johnson			**Title:**	VP of Finance
Vendor Name:	Stripe-A-Zone, Inc.				
Vendor Address:	2714 Sherman St.				
City:	Grand Prairie	**State:**	TX	**Zip:**	75051
Phone:	972-647-2714		**Fax:**	972-641-9520	
Email:	jjohnson@stripe-a-zone.com			**Tax ID:**	75-2676688

Provide at Least 3 References, including contact name, agency name, title, phone number ***and*** *email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal.*

REFERENCE #1			
Reference Name:	Mika Clark	**Title:**	Signs & Markings Supervisor
Reference Organization:	Town of Flower Mound		
Project Title:	Town of Flower Mound Street Markings		
Email:	Mika.Clark@flower-mound.com	**Phone:**	972-874-6416

REFERENCE #2			
Reference Name:	Tarl Plank	**Title:**	Streets Crew Leader
Reference Organization:	City of Southlake		
Project Title:	City of Southlake Pavement Markings		
Email:	tplank@ci.southlake.tx.us	**Phone:**	817-478-8091

REFERENCE #3			
Reference Name:	Petite Kirkendoll	**Title:**	Streets & Drainage Superintendent
Reference Organization:	City of Colleyville		
Project Title:	FY2021 Miscellaneous Pavement Marking Project		
Email:	PKirkendoll@colleyville.com	**Phone:**	817-503-1098

EXPERIENCE					
How may years has your company been involved in providing these types of commodities or services?					
Years:	70		Months:	7	
Do you have a corporate office, branch office or warehouse located in the Grand Prairie city limits? *(5 points)*	Yes	■	No	☐	
Address if different from above:					
Please list all governement entities your firm has worked with in the past three (3) years:					
City of Grand Prairie			City of Arlington		
City of Colleyville			Town of Flower Mound		
TXDOT			LADOT		
City of Bedford			City of Denton		
City of McKinney			City of Weatherford		

BILLING					
What is the timeframe an invoice should be expected after services/commodities are delivered?					
Days	7	Weeks		Months	
Briefly explain how your business maintains and exectues a service schedule for various locations:					
We have a project manager that manages all scheduling for the various crews we have available to perform the work that we are qualified to do.					

LEGAL INFORMATION				
Has your firm failed to complete a contract?	**Yes**	☐	**No**	■
If yes, please identify the project and date:				
Do you have any litigation issues pending in the last three (3) years?	**Yes**	☐	**No**	■
If yes, please explain:				
Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?	**Yes**	☐	**No**	■
If yes, please explain:				

SUBMITTAL AFFIRMATION FORM

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items and receipt of the fillowing addenda which are part of the soliciation documents:

✓ All items identified in Submittal Checklist have been submitted

N/A Addendum No.

INTERLOCAL PURCHASING

Should other Government entities decide to participate in this contract, would you , the Vendor, agree that all terms, conditions, specifications and pricing would apply:

Yes ■ No ☐

OTHER CONDITIONS

The undersigned agrees to the following:

A. Agrees that the submittal is complete and all required information/forms were submitted.

B. Agrees that the bid package was fully reviewed and fully understands the requirements.

C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.

D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.

E. Will supply all required insurance, and execute contract within the time stated on the notice of award.

F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

SUBMITTAL CERTIFICATION

By my signature I affirm that I am duly authorized to execute this proposal as an offer to contract and in compliance with this solicitation, the undersigned firm having examined the specifications, and being familiar with the conditions to be met, hereby submits a proposal for consideration of being selected as COGP 's provider for said services; and agrees to enter into negotiations if selected as a finalist for said services.

Authorized Signature	Vice President of Finance **Title**
John Johnson **Print/Type Name**	06/21/2021 **Date**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

1. Is your business a certified historically underutilized business (HUB) or Disadvantaged Business Enterprise (DBE)?
   - [x] No
   - [ ] Yes; and certifying agency: _____

If you answered in the affirmative, please include a copy of my certification as an attachment to your proposal.

HOUSE BILL 89 VERIFICATION

I hereby verify that the company named in this submittal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.01, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

By my signature I affirm the information provided in this submittal is accurate to the best of my knowledge.

Authorized Signature	Vice President of Finance **Title**
John Johnson **Print/Type Name**	06/21/2021 **Date**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2021-787246

Date Filed:
08/05/2021

Date Acknowledged:

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

Stripe-A-Zone, Inc.
Grand Pairie, TX United States

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

City of Grand Prairie

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.

RFB#21116-Pavement Marking Svc
Pavement Marking Services

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is JOHN JOHNSON, and my date of birth is 12-5-1967.

My address is 4915 ROCKFORD COURT (street), ARLINGTON (city), TX (state), 76017 (zip code), USA (country).

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

Executed in TARRANT County, State of TEXAS, on the 5TH day of AUGUST (month), 2021 (year).

Signature of authorized agent of contracting business entity
(Declarant)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY) 8/5/2021

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	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Zurich American Insurance Company	16535
INSURED 1482042	Frontline Road Safety Holdings, LLC Stripe-A-Zone, Inc. 2714 Sherman Street Grand Prairie TX 75051	INSURER B : American Guarantee and Liab. Ins. Co.	26247
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 17746557 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X PD Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	Y	Y	GLO 3002387 00	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	BAP 3088737 00	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	Y	Y	AUC 3109785 00	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 3002388 00	1/1/2021	1/1/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation. All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

CERTIFICATE HOLDER

17746557
City of Grand Prairie
ATTN: Anda Upchurch, Sr.
Buyer – Purchasing Division
300 Main Street
Grand Prairie TX 75050

CANCELLATION See Attachments

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

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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

Additional Insured – Automatic – Owners, Lessees Or Contractors

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Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3002387 00	1/1/2021	1/1/2022	1/1/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Frontline Road Safety Holdings, LLC; Stripe-A-Zone, Inc.; Apply-A-Line, LLC; Griffin Pavement Services

Address (including ZIP Code): 9 Greenway Plaza, Suite 2400, Houston, TX 77046

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Waiver Of Subrogation (Blanket) Endorsement

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Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 3002387 00	1/1/2021	1/1/2022	1/1/2021	Lockton Companies	$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: GLO 3002387 00

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): **A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Limited Operations Coverage – Work Excluded Under A Consolidated (Wrap-Up) Insurance Program

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO 3002387 00	1/1/2022	1/1/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Frontline Road Safety Holdings, LLC; Stripe-A-Zone, Inc.; Apply-A-Line, LLC; Griffin Pavement Services

Address (including ZIP Code): 9 Greenway Plaza, Suite 2400, Houston, TX 77046

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE

Description and Location of Operation(s):
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following exclusion is added to paragraph **2.**, **Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** (**Section I – Coverages**):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the **SCHEDULE** of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

1. Provides coverage identical to that provided by this Coverage Part;
2. Has limits adequate to cover all claims; or
3. Remains in effect.

B. The exclusion in A. above shall not apply to your ongoing operations at the location shown in the **SCHEDULE** – for your service, maintenance, correction, repair or replacement of the original work performed and insured under the consolidated wrap-up insurance program.

However, this extension of coverage does not apply to damages because of "bodily injury" or "property damage" due to any service, maintenance, correction, repair or replacement work:

1. as respects the "products-completed operations hazard"; or
2. for which coverage is afforded under the consolidated (wrap-up) insurance program.

.**C**. For the application of the coverage provided by this endorsement in paragraph **B**. above, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** paragraph **4 Other Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis. If any other insurance responds or can respond to this loss, we shall have the right but not the duty to defend any "suit".

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that may apply and that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Countersigned

_____

Authorized Representative

Notification to Others of Cancellation

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Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 3002387 00	01/01/2021	01/01/2022	01/01/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
To Be Determined, as required by written contract.	**30 days**

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

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Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3088737 00	1/1/2021	1/1/2022	1/1/2022			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Notification to Others of Cancellation

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3088737 00	01/01/2021	01/01/2022	01/01/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
To Be Determined, as required by written contract.	**30**

All other terms and conditions of this policy remain unchanged.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WC 3002388 00 Endorsement No.

Insured Frontline Road Safety Holdings, LLC; Stripe-A-Zone, Inc.; Apply-A-Line, LLC; Griffin Pavement Services Premium $

Insurance Company Zurich American Insurance Company Countersigned by _____

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 1/1/2021 at 12:01 A.M. standard time, forms a part of

Policy No. WC 3002388 00 Endorsement No.

of the

Zurich American Insurace Company

issued to

Premium (if any) $

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.	

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 42 03 04 B**

(Ed. 6-14)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
3. Premium:
   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2021 Policy No. WC 3002388 00 Endorsement No.
Insured Frontline Road Safety Holdings, LLC; Stripe-A-Zone, Inc.; Apply-A-Line, LLC; Griffin Pavement Services Premium

Insurance Company Countersigned by _____

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Wolters Kluwer Financial Services | Uniform FormsTM

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 3002387-00	Effective Date: 01/01/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

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(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: September 20, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: **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.**

BACKGROUND INFORMATION: The FY 2021-2022 Proposed Budget is hereby presented for adoption in fund total. Section 9.08 of the Town's Charter states that, "The budget shall be adopted by the favorable vote of three (3) of the members of the Town Council."

The Flower Mound Town Council and staff held the FY 2021-2022 Budget Work Session on August 19, 2021, in the Council Chambers. A public hearing for the Proposed Budget was also held on August 23, 2021. The proposed budget for FY 2021-2022 includes a five-year Capital Improvement Program (CIP).

The proposed budget for the General Fund includes $76,213,483 in revenues and $75,180,878 in expenditures, which includes the baseline budget, non-discretionary requests, and proposed decision packages. Agencies that provide community support for the Town of Flower Mound, and meet certain criteria are eligible to request community support funding. The proposed budget includes $212,325 for community support funding. Six organizations that provide a quantifiable benefit to the Town are incorporated into Town department budgets for $96,200. Cultural Arts organizations are funded at $41,000 and $75,125 of community support funding is for Social Services/Volunteerism organizations.

The proposed budget for the Utility Fund includes $50,826,881 in revenues, and $50,706,168 in expenditures, which includes the baseline budget, non-discretionary requests, and proposed decision packages.

The proposed budget for the Stormwater Utility Fund includes $1,862,200 in revenues, and $1,976,273 in expenditures, which includes the baseline budget, non-discretionary requests, and proposed decision packages.

The Town utilizes three Internal Service Funds. The three funds are the Health Insurance/Flex Fund, the Vehicle and Equipment Replacement Fund and the Technology Replacement Fund. The Health Insurance/Flex Fund is supported by internal charges and employee contributions. The proposed budget for the Health Insurance/Flex Fund includes $10,691,000 in revenues, and $10,976,635 in expenditures. The Vehicle and Equipment Replacement Fund and the Technology Replacement Fund are supported by internal transfers. The Vehicle and Equipment Replacement Fund includes $2,402,345 in revenues, and $1,500,000 in expenditures. The Technology Replacement Fund includes $492,548 in revenues, and $408,340 in expenditures.

The first year of the five-year General Government Capital Improvement Program (CIP) addresses needs pertaining to streets, signals, street reconstruction, facilities and parks, and totals $16,358,494. The largest portion of the CIP for FY 2021-2022 is dedicated to street and signal projects for $10,770,000, $3,575,000 for park projects and $2,013,494 for facility projects. No new debt will be issued for these projects. These projects will be supported by dedicated sales tax, park development funds, grants and interlocal agreements, impact fees, TIRZ revenue and cash transfers from the General Fund.

The five-year CIP in the Utility Fund totals $20,238,000 for FY 2021-2022, which includes water and wastewater lines and stormwater projects. These projects will be supported by $11,197,000 in additional debt.

A complete listing of Funds approved is included in the Fiscal Impact section.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:		
General Fund	$	76,213,483
Utility Fund		50,826,881
Stormwater Utility Fund		1,862,200
Health insurance/Flex Fund		10,691,000
Vehicle and Equipment Replacement Fund		2,402,345
Technology Replacement Fund		492,548
Library Development Fund		12,100
TIRZ Fund		7,118,702
Park Development Fund		20,000
Tree Preservation Fund		4,000
Public Education Government (PEG) Fund		166,500
Street Maintenance Sales Tax Fund		3,686,800
4B Parks Sales Tax Fund		3,681,800
Flower Mound Log Cabin		2,000
Police Seizure Fund		60
IRS Equitable Sharing Fund		500
Animal Care Fund		7,150
CDBG-HUD Grant Fund		231,363
Neighborhood Improvement Fund		90,600
COVID-19 Fund		5,927,220
Hotel Occupancy Tax Fund		370,200
Municipal Court Security Fund		32,225
Municipal Court Technology Fund		26,700
Municipal Court Jury Fund		640
Municipal Court Truancy Prevention		31,940
General Debt Service Fund		6,835,810
Total Resources	**$**	**170,734,767**

Proposed Expenditure:

General Fund	$	75,180,878
Utility Fund		50,706,168
Stormwater Utility Fund		1,976,273
Health insurance/Flex Fund		10,976,635
Vehicle and Equipment Replacement Fund		1,500,000
Technology Replacement Fund		408,340
Library Development Fund		10,000
TIRZ Fund		10,402,919
Park Development Fund		1,061,693
Tree Preservation Fund		189,930
Public Education Government (PEG) Fund		769,868
Street Maintenance Sales Tax Fund		5,043,512
4B Parks Sales Tax Fund		4,703,824
IRS Equitable Sharing Fund		70,134
Chapter 59 Seizures Fund		55,000
Animal Care Fund		29,500
CDBG-HUD Grant Fund		231,363
Neighborhood Improvement Fund		130,000
COVID-19 Fund		5,927,220
Hotel Occupancy Tax Fund		340,000
Municipal Court Security Fund		43,600
Municipal Court Technology Fund		35,465
Municipal Court Jury Fund		1,200
Municipal Court Truancy Prevention		30,000
General Debt Service Fund		7,727,295
Total Expenditures	**$**	**177,550,817**

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

LEGAL REVIEW: No alteration to the legal content of this ordinance, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Ordinance

DRAFT MOTION:

(Must be read aloud and in its entirety –)

Move to approve 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.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, AND MAKING APPROPRIATIONS FOR EACH FUND AND DEPARTMENT; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SINKING FUND AND OTHER OBLIGATIONS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Manager has caused to be filed with the Town Secretary a budget to cover all proposed expenditures of the government of the Town for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and,

WHEREAS, said budget shows, as definitely as possible, each of the various projects for which appropriations are made in the budget and the estimated amount of money carried in the budget for each such project; and,

WHEREAS, said budget has been filed with the Town Secretary and has been available for inspection by any taxpayer; and,

WHEREAS, notice of public hearing on the proposed Annual Budget, stating the date, time, place, and subject matter of said public hearing was given as required by the laws of the State of Texas; and,

WHEREAS, one (1) such public hearing was held on August 23, 2021, prior approval of which date being hereby ratified and confirmed by the Town Council, and all those wishing to speak on the budget were heard; and,

WHEREAS, the Town Council has studied said budget and listened to the comments of the taxpayers at the public hearing held, and therefore has determined that the budget attached in fund total hereto is in the best interest of the Town of Flower Mound; and,

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 findings 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

The budget attached in fund total hereto as Exhibit “A”, and incorporated herein for all purposes, is adopted for the fiscal year beginning October 1, 2021, and ending September 30, 2022, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases, and other expenditures as proposed in the attached budget. The budget includes a contingent

appropriation in the General Fund of $7,518,088 (i.e., 10 percent of total expenditures) to be used in the event of unforeseen items of expenditure. Such contingent appropriations shall be under the control of the Town Manager and distributed by him, after approval of the Town Council.

SECTION 3

No expenditure of the funds of the Town shall hereafter be made except in strict compliance with said budget, except that in the case of public necessity, the Town Council shall authorize amendments to said budget such emergency expenditures to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original budget.

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said approved budget, along with this Ordinance, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of any conflict herewith.

SECTION 6

If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the Town Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 7

The necessity of adopting and approving a budget for the next fiscal year as required by the laws of the State of Texas requires that this Ordinance shall take effect immediately from and after its passage.

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 20th DAY OF SEPTEMBER, 2021.

APPROVED:

_____
Derek France, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

EXHIBIT A

Town of Flower Mound, Texas
FY 21-22

PROPOSED REVENUES	General Fund	General Debt Service Fund	Utility Fund	Stormwater Utility Fund	Internal Service Funds
Property Taxes	$ 42,182,513	$ 6,557,560	$ -	$ -	$ -
Utility Franchise Fees	5,618,165	-	-	-	-
Sales Tax Collections	14,667,200	-	-	-	-
Other Taxes	257,500	-	-	-	-
Charges for Current Services	4,945,020	-	-	-	-
Licenses and Permits	2,673,425	-	-	-	-
Fines and Forfeitures	845,010	-	-	-	-
Investment Earnings	25,300	5,000	15,000	8,000	-
Intergovernmental Revenue	1,200,000	-	-	-	-
Interfund Transfer	3,077,185	273,250	-	-	-
Other Revenue	722,165	-	215,000	-	-
Water Sales	-	-	37,835,524	-	-
Sewer Charges	-	-	12,026,357	-	-
Stormwater Fees	-	-	-	1,619,200	-
Drainage Inspections	-	-	-	225,000	-
Meter and Connect Fees	-	-	240,000	-	-
Solid Waste Collection	-	-	160,000	-	-
Penalties-Utility Billing	-	-	335,000	10,000	-
Health Insurance Fund	-	-	-	-	10,691,000
Vehicle and Equipment Replacement Fund	-	-	-	-	2,402,345
Technology Replacement Fund	-	-	-	-	492,548
TOTAL REVENUE	**$ 76,213,483**	**$ 6,835,810**	**$ 50,826,881**	**$ 1,862,200**	**$ 13,585,893**

PROPOSED EXPENDITURES	General Fund	General Debt Service Fund	Utility Fund	Stormwater Utility Fund	Internal Service Funds
Town Manager's Office	$ 2,396,363	$ -	$ -	$ -	$ -
Legislative Services	516,632	-	-	-	-
Development Services	2,227,363	-	-	-	-
Parks & Recreation Services	9,417,591	-	-	-	-
Library Services	2,077,771	-	-	-	-
Police Services	17,236,662	-	-	-	-
Financial Services	3,659,017	-	1,809,357	-	-
Administrative Services	6,728,501	-	-	-	-
Fire & Emergency Services	17,720,659	-	-	-	-
Communications	703,797	-	-	-	-
General Fund Non-Departmental	3,983,944	-	-	-	-
Utility Fund Non-Departmental	-	-	12,114,909	-	-
Public Works	6,969,289	-	36,781,902	1,893,509	-
Environmental Services	1,543,289	-	-	82,764	-
Debt Service	-	7,727,295	-	-	-
Health Insurance Fund	-	-	-	-	10,976,635
Vehicle and Equipment Replacement Fund	-	-	-	-	1,500,000
Technology Replacement Fund	-	-	-	-	408,340
TOTAL EXPENDITURES	**$ 75,180,878**	**$ 7,727,295**	**$ 50,706,168**	**$ 1,976,273**	**$ 12,884,975**
NET CHANGE	$ 1,032,605	$ (891,485)	$ 120,713	$ (114,073)	$ 700,918

2021-2022 FUND BALANCE PROJECTION	General Fund	General Debt Service Fund	Utility Fund	Stormwater Utility Fund	Internal Service Funds
Fund Balance 10/1/21	$ 25,415,418	$ 3,440,093	$ 9,650,867	$ 419,701	$ 14,731,717
Revenue	76,213,483	6,835,810	50,826,881	1,862,200	13,585,893
Expenditure	(75,180,878)	(7,727,295)	(50,706,168)	(1,976,273)	(12,884,975)
Fund Balance 09/30/22	$ 26,448,023	$ 2,548,608	$ 9,771,580	$ 305,628	$ 15,432,635

EXHIBIT A

Town of Flower Mound, Texas
FY 21-22

PROPOSED REVENUES	Library Development Fund	TIRZ Fund	Park Development Fund	Tree Preservation Fund	Public-Education Government (PEG) Fund	Strt Maint Sales Tax Fund
Taxes	$ -	$ 7,093,702	$ -	$ -	$ 165,000	$ 3,666,800
Licenses and Permits	-	-	-	-	-	-
Intergovernmental Revenue	-	-	-	-	-	-
Charges for Services	-	-	-	-	-	-
Fines and Forfeitures	-	-	-	-	-	-
Interest Earnings	100	25,000	20,000	4,000	1,500	20,000
Interfund Transfer	-	-	-	-	-	-
Other Revenue	12,000	-	-	-	-	-
TOTAL REVENUE	**$ 12,100**	**$ 7,118,702**	**$ 20,000**	**$ 4,000**	**$ 166,500**	**$ 3,686,800**

PROPOSED EXPENDITURES	Library Development Fund	TIRZ Fund	Park Development Fund	Tree Preservation Fund	Public-Education Government (PEG) Fund	Strt Maint Sales Tax Fund
Town Manager's Office	$ -	$ -	$ -	$ -	$ -	$ -
Legislative Services	-	-	-	-	-	-
Development Services	-	-	-	-	-	-
Parks & Recreation Services	-	-	1,061,693	60,632	-	-
Library Services	10,000	-	-	-	-	-
Police Services	-	-	-	-	-	-
Financial Services	-	10,402,919	-	-	-	-
Administrative Services	-	-	-	-	769,868	-
Fire & Emergency Services	-	-	-	-	-	-
Communications	-	-	-	-	-	-
Public Works	-	-	-	-	-	5,043,512
Environmental Services	-	-	-	129,298	-	-
TOTAL EXPENDITURES	**$ 10,000**	**$ 10,402,919**	**$ 1,061,693**	**$ 189,930**	**$ 769,868**	**$ 5,043,512**
NET CHANGE	$ 2,100	$ (3,284,217)	$ (1,041,693)	$ (185,930)	$ (603,368)	$ (1,356,712)

2021-2022 FUND BALANCE PROJECTION	Library Development Fund	TIRZ Fund	Park Development Fund	Tree Preservation Fund	Public-Education Government (PEG) Fund	Strt Maint Sales Tax Fund
Fund Balance 10/1/21	$ 26,518	$ 3,284,217	$ 1,041,693	$ 1,491,382	$ 603,368	$ 1,356,712
Revenue	12,100	7,118,702	20,000	4,000	166,500	3,686,800
Expenditure	(10,000)	(10,402,919)	(1,061,693)	(189,930)	(769,868)	(5,043,512)
Fund Balance 09/30/22	$ 28,618	$ -	$ -	$ 1,305,452	$ -	$ -

EXHIBIT A

Town of Flower Mound, Texas
FY 21-22

PROPOSED REVENUES	4B Parks Sales Tax Fund	Park & Rec Spc Activities Fund	Flower Mound Log Cabin Fund	Police Seizure Fund	IRS Equitable Sharing Fund	Chapter 59 Seizure Fund	Animal Care Fund
Taxes	$ 3,666,800	$ -	$ -	$ -	$ -	$ -	$ -
Licenses and Permits	-	-	-	-	-	-	-
Intergovernmental Revenue	-	-	-	-	-	-	-
Charges for Services	-	-	-	-	-	-	-
Fines and Forfeitures	-	-	-	-	-	-	-
Interest Earnings	15,000	-	2,000	60	500	-	150
Interfund Transfer	-	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-	7,000
TOTAL REVENUE	**$ 3,681,800**	**$ -**	**$ 2,000**	**$ 60**	**$ 500**	**$ -**	**$ 7,150**

PROPOSED EXPENDITURES	4B Parks Sales Tax Fund	Park & Rec Spc Activities Fund	Flower Mound Log Cabin Fund	Police Seizure Fund	IRS Equitable Sharing Fund	Chapter 59 Seizure Fund	Animal Care Fund
Town Manager's Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legislative Services	-	-	-	-	-	-	-
Development Services	-	-	-	-	-	-	-
Parks & Recreation Services	4,703,824	-	-	-	-	-	-
Library Services	-	-	-	-	-	-	-
Police Services	-	-	-	-	70,134	55,000	29,500
Financial Services	-	-	-	-	-	-	-
Administrative Services	-	-	-	-	-	-	-
Fire & Emergency Services	-	-	-	-	-	-	-
Communications	-	-	-	-	-	-	-
Public Works	-	-	-	-	-	-	-
Environmental Services	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 4,703,824**	**$ -**	**$ -**	**$ -**	**$ 70,134**	**$ 55,000**	**$ 29,500**
NET CHANGE	$ (1,022,024)	$ -	$ 2,000	$ 60	$ (69,634)	$ (55,000)	$ (22,350)

2021-2022 FUND BALANCE PROJECTION	4B Parks Sales Tax Fund	Park & Rec Spc Activities Fund	Flower Mound Log Cabin Fund	Police Seizure Fund	IRS Equitable Sharing Fund	Chapter 59 Seizure Fund	Animal Care Fund
Fund Balance 10/1/21	$ 1,022,024	$ 154,084	$ 19,104	$ 16,527	$ 72,486	$ 56,009	$ 82,763
Revenue	3,681,800	-	2,000	60	500	-	7,150
Expenditure	(4,703,824)	-	-	-	(70,134)	(55,000)	(29,500)
Fund Balance 09/30/22	$ -	$ 154,084	$ 21,104	$ 16,587	$ 2,852	$ 1,009	$ 60,413

EXHIBIT A

Town of Flower Mound, Texas
FY 21-22

PROPOSED REVENUES	CDBG-HUD Grant Fund	Neighborhood Improvement Fund	COVID-19 Fund	Hotel Occupancy Tax Fund	Muni Court Security Fund	Muni Court Technology Fund	Muni Court Jury Fund	Muni Court Truancy Prevention Fund
Taxes	$ -	$ -	$ -	$ 370,000	$ -	$ -	$ -	$ -
Licenses and Permits	-	-	-	-	-	-	-	-
Intergovernmental Revenue	231,363	-	5,927,220	-	-	-	-	-
Charges for Services	-	90,200	-	-	-	-	-	-
Fines and Forfeitures	-	-	-	-	32,025	26,500	640	31,900
Interest Earnings	-	400	-	200	200	200	-	40
Interfund Transfer	-	-	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-	-	-
TOTAL REVENUE	**$ 231,363**	**$ 90,600**	**$ 5,927,220**	**$ 370,200**	**$ 32,225**	**$ 26,700**	**$ 640**	**$ 31,940**

PROPOSED EXPENDITURES	CDBG-HUD Grant Fund	Neighborhood Improvement Fund	COVID-19 Fund	Hotel Occupancy Tax Fund	Muni Court Security Fund	Muni Court Technology Fund	Muni Court Jury Fund	Muni Court Truancy Prevention Fund
Town Manager's Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legislative Services	-	-	-	-	-	-	-	-
Development Services	-	-	-	-	-	-	-	-
Parks & Recreation Services	-	-	-	-	-	-	-	-
Library Services	-	-	-	-	-	-	-	-
Police Services	-	-	107,835	-	-	-	-	-
Financial Services	-	-	-	340,000	43,600	35,465	1,200	30,000
Administrative Services	-	-	724,000	-	-	-	-	-
Fire & Emergency Services	-	-	-	-	-	-	-	-
Communications	231,363	-	-	-	-	-	-	-
Public Works	-	100,000	5,095,385	-	-	-	-	-
Environmental Services	-	30,000	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 231,363**	**$ 130,000**	**$ 5,927,220**	**$ 340,000**	**$ 43,600**	**$ 35,465**	**$ 1,200**	**$ 30,000**
NET CHANGE	$ -	$ (39,400)	$ -	$ 30,200	$ (11,375)	$ (8,765)	$ (560)	$ 1,940

2021-2022 FUND BALANCE PROJECTION	CDBG-HUD Grant Fund	Neighborhood Improvement Fund	COVID-19 Fund	Hotel Occupancy Tax Fund	Muni Court Security Fund	Muni Court Technology Fund	Muni Court Jury Fund	Muni Court Truancy Prevention Fund
Fund Balance 10/1/21	$ -	$ 169,407	$ 3,812	$ 167,120	$ 108,887	$ 81,385	$ 605	$ 30,283
Revenue	231,363	90,600	5,927,220	370,200	32,225	26,700	640	31,940
Expenditure	(231,363)	(130,000)	(5,927,220)	(340,000)	(43,600)	(35,465)	(1,200)	(30,000)
Fund Balance 09/30/22	$ -	$ 130,007	$ 3,812	$ 197,320	$ 97,512	$ 72,620	$ 45	$ 32,223

CAPITAL IMPROVEMENT PROGRAM

The first year of the five-year General Government Capital Improvement Program (CIP) addresses needs pertaining to streets, signals, street reconstruction, facilities and parks, and totals $16,358,494. The largest portion of the CIP for FY 2021-2022 is dedicated to street and signal projects for $10,770,000, $3,575,000 for park projects and $2,013,494 for facility projects. No new debt will be issued for these projects. These projects will be supported by dedicated sales tax, park development funds, grants and interlocal agreements, impact fees, TIRZ revenue and cash transfers from the General Fund.

The five-year CIP in the Utility Fund totals $20,238,000 for FY 2021-2022, which includes water and wastewater lines and stormwater projects. These projects will be supported by $11,197,000 in additional debt.

TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: September 20, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: **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.**

BACKGROUND INFORMATION: Section 344.204 of the Local Government Code requires the budget to be adopted by the Fire Control, Prevention, and Emergency Medical Services District (Fire District), Board of Directors.

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 similar procedures and dates to the Town's annual budget.

The Flower Mound Town Council acting as the Board of Directors for the Fire District and staff held the FY 2021-2022 Budget Work Session on August 19, 2021, in the Council Chambers. A public hearing for the Fire District's Proposed Budget was held on August 23, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
$3,629,130	Fund 319-Fire District

Proposed Expenditure:	Account Number(s):
$3,306,330	Fund 319-Fire District

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

LEGAL REVIEW: No alteration to the legal content of this resolution, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Resolution

DRAFT MOTION:

(Must be read aloud and in its entirety –)

The Town Council, acting as the Board of Directors for the Fire Control, Prevention, and Emergency Medical Services District, move to approve 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.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) has adopted procedures for adopting a budget that are different from the procedures outlined in Texas Local Government Code Section 344.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Fire District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Fire District for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and

WHEREAS, said budget shows, as definitely as possible, each of the various projects for which appropriations are made in the budget and the estimated amount of money carried in the budget for each such project; and

WHEREAS, said budget has been filed with the Town Secretary and has been available for inspection by any taxpayer; and

WHEREAS, notice of public hearing on the proposed Fire District Budget, stating the date, time, place, and subject matter of said public hearing was given as required by the laws of the State of Texas; and

WHEREAS, one (1) such public hearing was held on August 23, 2021, prior approval of such date being hereby ratified and confirmed by the Town Council acting as the Board of Directors for the Fire District, and all those wishing to speak on the budget were heard; and

WHEREAS, the Town Council acting as the Board of Directors for the Fire District has studied said budget and listened to the comments of the taxpayers at the public hearing held, and therefore has determined that the budget attached is in the best interest of the Town of Flower Mound Fire District.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, 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 Resolution as if copied in their entirety.

SECTION 2

The budget attached in total hereto as Exhibit "A", and incorporated herein for all purposes, is adopted for the fiscal year beginning October 1, 2021, and ending September 30, 2022, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases, and other expenditures as proposed in the attached budget.

SECTION 3

No expenditure of the funds of the Fire District shall hereafter be made except in strict compliance with said budget except that, in the case of public necessity, the Town Council acting as the Board of Directors of the Fire District shall authorize amendments to said budget for emergency expenditures necessary to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original budget.

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said approved budget, along with this Resolution, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

If any section, paragraph, sentence, clause, phrase, or word in this Resolution, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council acting as the Board of Directors of the Fire District hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

The necessity of adopting and approving a budget for the next fiscal year as required by the laws of the State of Texas requires that this Resolution shall take effect immediately from and after its passage.

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 20th DAY OF SEPTEMBER, 2021.

APPROVED:

_____

Derek France, MAYOR

ATTEST:

_____

Theresa Scott, TOWN SECRETARY

EXHIBIT A

Town of Flower Mound, Texas
FY 21-22

FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT

PROPOSED REVENUES		**Fire District Sales Tax Fund**
Taxes	$	3,629,030
Licenses and Permits		-
Intergovernmental Revenue		-
Charges for Services		-
Fines and Forfeitures		-
Interest Earnings		100
Interfund Transfer		-
Other Revenue		-
TOTAL REVENUE	**$**	**3,629,130**

PROPOSED EXPENDITURES		**Fire District Sales Tax Fund**
Town Manager's Office	$	-
Legislative Services		-
Development Services		-
Community Services		-
Police Services		-
Financial Services		-
Fire & Emergency Services		3,306,330
Community Relations Services		-
Infrastructure Services		-
TOTAL EXPENDITURES	**$**	**3,306,330**
NET CHANGE	$	322,800

2021-2022 FUND BALANCE PROJECTION		**Fire District Sales Tax Fund**
Fund Balance 10/1/21	$	818,016
Revenue		3,629,130
Expenditure		(3,306,330)
Fund Balance 09/30/22	$	1,140,816

TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: September 20, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: **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.**

BACKGROUND INFORMATION: Section 363.204 of the Local Government Code requires the budget to be adopted by the Crime Control and Prevention District (Crime District), Board of Directors.

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 similar procedures and dates to the Town's annual budget.

The Flower Mound Town Council acting as the Board of Directors for the Crime District and staff held the FY 2021-2022 Budget Work Session on August 19, 2021, in the Council Chambers. A public hearing for the Crime District's Proposed Budget was held on August 23, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
$3,650,360	Fund 318-Crime District

Proposed Expenditure:	Account Number(s):
$3,327,932	Fund 318-Crime District

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

LEGAL REVIEW: No alteration to the legal content of this resolution, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Resolution

DRAFT MOTION:

(Must be read aloud and in its entirety –)

The Town Council, acting as the Board of Directors for the Crime Control and Prevention District, move to approve 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.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Crime Control and Prevention District ("Crime District") has adopted procedures for adopting a budget that are different from the procedures outlined in Texas Local Government Code Section 363.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Crime District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Crime District for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and

WHEREAS, said budget shows, as definitely as possible, each of the various projects for which appropriations are made in the budget and the estimated amount of money carried in the budget for each such project; and

WHEREAS, said budget has been filed with the Town Secretary and has been available for inspection by any taxpayer; and

WHEREAS, notice of public hearing on the proposed Crime District Budget, stating the date, time, place, and subject matter of said public hearing was given as required by the laws of the State of Texas; and

WHEREAS, one (1) such public hearing was held on August 23, 2021, prior approval of such date being hereby ratified and confirmed by the Town Council acting as the Board of Directors for the Crime District, and all those wishing to speak on the budget were heard; and

WHEREAS, the Town Council acting as the Board of Directors for the Crime District has studied said budget and listened to the comments of the taxpayers at the public hearing held, and therefore has determined that the budget attached is in the best interest of the Crime District.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, 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 Resolution as if copied in their entirety.

SECTION 2

The budget attached in total hereto as Exhibit "A", and incorporated herein for all purposes, is adopted for the fiscal year beginning October 1, 2021, and ending September 30, 2022, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases, and other expenditures as proposed in the attached budget.

SECTION 3

No expenditure of the funds of the Crime District shall hereafter be made except in strict compliance with said budget except that, in the case of public necessity, the Town Council acting as the Board of Directors of the Crime District shall authorize amendments to said budget for emergency expenditures necessary to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original budget.

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said approved budget, along with this Resolution, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

If any section, paragraph, sentence, clause, phrase, or word in this Resolution, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council acting as the Board of Directors of the Crime District hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

The necessity of adopting and approving a budget for the next fiscal year as required by the laws of the State of Texas requires that this Resolution shall take effect immediately from and after its passage.

RESOLUTION NO. _____ **PAGE 3**

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 20th DAY OF SEPTEMBER, 2021.

APPROVED:

_____

Derek France, MAYOR

ATTEST:

_____

Theresa Scott, TOWN SECRETARY

EXHIBIT A

Town of Flower Mound, Texas
FY 21-22

CRIME CONTROL AND PREVENTION DISTRICT

PROPOSED REVENUES		**Crime District Sales Tax Fund**
Taxes	$	3,647,360
Licenses and Permits		-
Intergovernmental Revenue		-
Charges for Services		-
Fines and Forfeitures		-
Interest Earnings		3,000
Interfund Transfer		-
Other Revenue		-
TOTAL REVENUE	**$**	**3,650,360**

PROPOSED EXPENDITURES		**Crime District Sales Tax Fund**
Town Manager's Office	$	-
Legislative Services		-
Development Services		-
Community Services		-
Police Services		3,327,932
Financial Services		-
Fire & Emergency Services		-
Community Relations Services		-
Infrastructure Services		-
TOTAL EXPENDITURES	**$**	**3,327,932**
NET CHANGE	$	322,428

2021-2022 FUND BALANCE PROJECTION		**Crime District Sales Tax Fund**
Fund Balance 10/1/21	$	2,100,656
Revenue		3,650,360
Expenditure		(3,327,932)
Fund Balance 09/30/22	$	2,423,084

TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: September 20, 2021

FROM: Kay Wilkinson, Budget Officer

ITEM: **Public Hearing to 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 $0.405000 per $100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2021.**

BACKGROUND INFORMATION: Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and to allow taxpayers, in certain cases, to limit a tax increase. The Town is required to hold a public hearing on the tax rate before adopting a tax rate that exceeds $0.422069 the no-new-revenue tax rate.

Although the public hearing isn't required this year, the Town is holding one to provide taxpayers the opportunity to express their views about the proposed rate. The Town is also required to publish a notice in the newspaper, on TV, and web site before adopting a tax rate.

The no-new-revenue tax rate enables the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years. The voter-approval rate calculation is split into two separate components: an operating and maintenance rate and a debt rate. The voter-approval rate calculation allows municipalities to raise 103.5 percent of the operating and maintenance money raised in the prior year, plus the necessary debt rate. The Town's voter-approval rate for FY 2021-2022 is $0.419471.

The Denton Central Appraisal District and the Tarrant Appraisal District provide the final appraisal rolls during the budget process that are utilized by the Town in the calculation of the Town's property tax revenues. The Chief Appraisers certify the appraisal rolls that allow the Town to calculate and submit the no-new-revenue and voter-approval tax rates and estimate revenues. On August 2, 2021, the Town Council approved the certified appraisal roll. The approval of the tax rolls is an annual process required by Section 26.09(e) of the Texas Tax Code.

This ordinance apportions the tax levy for the purpose of defraying the current expenses of the General Fund (i.e., $0.350644) and for creating an interest and sinking fund for outstanding bonded indebtedness not otherwise provided for (i.e., $0.054356); it also provides for the collection and payment of taxes, and assesses penalties and interest for the nonpayment of taxes within the time set.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $(53,324,888) (based on certified roll at collection rate of 99.5%)

Proposed Expenditure/(Revenue):	Account Number(s):
$(41,915,513)	100-4105 Property Taxes
(6,497,560)	110-4105 Property Taxes
(4,911,815)	308-4105 Property Taxes

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

LEGAL REVIEW: No alteration to the legal content of this ordinance, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Ordinance

DRAFT MOTION:

(Must be read aloud and in its entirety –)

"I move that the property tax rate be decreased by the adoption of a tax rate of $0.405000 per $100 of assessed value, which is effectively a 7.22 percent decrease in the tax rate; and move to approve 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 $0.405000 per $100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2021."

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, 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 A RATE OF $0.4050 PER ONE HUNDRED DOLLARS ($100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2021; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE TOWN; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALITIES AND INTEREST; PROVIDING FOR APPROVAL OF THE 2021 TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council hereby finds that the tax rate for the fiscal year beginning October 1, 2021, and ending September 30, 2022, hereinafter levied for current expenses of the Town and the general improvements of the Town and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the Town Council has approved by a separate Ordinance adopting the budget for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022; and

WHEREAS, the Town Council provided notice of the no-new-revenue tax rate as required by law; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time.

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

There be and is hereby levied and ordered to be assessed and collected for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022, and for each fiscal year thereafter until otherwise provided, on all taxable property, real, personal, and mixed, situated within the corporate limits of the Town of Flower Mound, Texas, and not exempt by the Constitution of the State and valid state laws, a tax rate of $0.4050 on each One Hundred Dollars ($100) assessed value of taxable property, which shall be apportioned and distributed as follows:

A. For the purpose of defraying the current expenses of the municipal government of the Town, a tax rate of $0.350644 on each One Hundred Dollars ($100) assessed value of all taxable property within the Town; and

B. For the purpose of creating an interest and sinking fund to pay the interest and principal of all outstanding debt obligations of the Town, not otherwise provided for, a tax rate of $0.054356 on each One Hundred Dollars ($100) assessed value of all taxable property within the Town.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE DECREASED BY 7.22 PERCENT AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $12.29.

SECTION 3

All ad valorem taxes shall become due and payable on October 1, 2021 and all ad valorem taxes shall become delinquent after January 31, 2022. There shall be no discount for payment of taxes prior to said January 31, 2022. If any person fails to pay said ad valorem taxes on or before January 31, 2022, the following penalties shall be payable thereon, to-wit:

During the month of February 2022, six percent	(6%)
During the month of March 2022, seven percent	(7%)
During the month of April 2022, eight percent	(8%)
During the month of May 2022, nine percent	(9%)
During the month of June 2022, ten percent	(10%)
On or after July 1, 2022, twelve percent	(12%)

SECTION 4

Taxes shall be payable at the offices of the Denton County Tax Office. The Town shall have available all rights and remedies provided by law for enforcement of the collection of taxes levied under this Ordinance.

SECTION 5

All delinquent taxes shall bear interest at the rate of twelve percent (12%) per annum, in addition to the penalties.

SECTION 6

The Town Council hereby approves the 2021 tax rolls of the Town of Flower Mound, Texas, in the amount of $53,324,889, based upon the certified appraisal roll and roll under protest as approved by the Appraisal Review Boards of the Denton Central Appraisal District and the Tarrant Appraisal District, to be used for the authorized collection of ad valorem taxes for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022.

SECTION 7

Pursuant to the authority granted by Section 33.07 of the Texas Tax Code, in the event that 2021 taxes and taxes for all subsequent years become delinquent on or after February 1 but not later than May 1 of the year in which they become delinquent, and in the event such delinquent taxes are referred to an attorney for collection, an additional amount of twenty percent (20%) of the total amount of tax, penalty and interest then due shall be added as collection costs to be paid by the taxpayer, for all taxes delinquent on or after July 1, 2022.

SECTION 8

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the Town further provides that all 2021 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional 20% of the delinquent tax, penalty and interest.

SECTION 9

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

SECTION 10

If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and, the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 11

The fact that it is necessary that this Ordinance be enacted in order to authorize the collection of ad valorem taxes for the fiscal year beginning on October 1, 2021, and ending on September 30, 2022, requires that this Ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 20th DAY OF SEPTEMBER, 2021.

APPROVED:

_____

Derek France, MAYOR

ATTEST:

_____

Theresa Scott, TOWN SECRETARY

TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: September 20, 2021

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider an ordinance amending the Master Plan (MPA21-0003 – 1600 Arrowhead) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Office uses to Retail uses. The property is generally located south of Cross Timbers Road and west of Fireside Drive. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 13, 2021, meeting.*)**

SUMMARY DATA:

- Lot Size – 2.19 acres
- MPA Request – Change land use from Office uses to Retail uses
- SMARTGrowth – Passed
- Traffic Analysis – Passed

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

1. Draft Ordinance
2. Planning and Zoning Commission Staff Report Link

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

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 SECTION 1.0, "LAND USE PLAN," OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM OFFICE USES TO RETAIL USES ON APPROXIMATELY 2.19 ACRES OF LAND SITUATED IN THE JESSE EADS SURVEY, ABSTRACT NUMBER 391; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; 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 Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations of the Code of Ordinances of the Town of Flower Mound, the owner of the property described as approximately 2.19 acres of land situated in the Jesse Eads Survey, Abstract No. 391, Denton County, Texas, has filed an application for a Master Plan Amendment to change the current land use designation from Office Uses to Retail Uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on September 13, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on September 20, 2021, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code; Chapter 78 of the Land Development Regulations; and all other laws dealing with notice, publication, and procedural requirements for the approval of a Master Plan Amendment on the property;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended to change the land use designation on the hereinafter described property and area as shown below:

Approximately 2.19 acres of land situated in the Jesse Eads Survey, Abstract No. 391, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Section 1.0, "Land Use Plan," of the Master Plan, specifically the Land Use Plan Map, is hereby amended to change the current land use designation from Office Uses to Retail

Uses for the approximately 2.19 acres of the project area depicted on Exhibit "B," attached hereto and incorporated for all purposes.

SECTION 2

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 4

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 5

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 20TH DAY OF SEPTEMBER, 2021.

APPROVED:

_____

Derek France, **MAYOR**

ATTEST:

_____

Theresa Scott, **TOWN SECRETARY**

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF THE JESSE EADS SURVEY, ABSTRACT 391 AND BEING ALL OF THAT CALLED 2.193 ACRE TRACT OF LAND DESCRIBED IN DEED TO FM ARROWHEAD INVESTMENT GROUP, LC. RECORDED IN INSTRUMENT NUMBER 2019–115669, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A CAPPED IRON ROD FOUND THE NORTH LINE OF ARROWHEAD DRIVE AND BEING THE SOUTHEAST CORNER OF A CALLED 1.155 ACRE TRACT OF LAND DESCRIBED IN DEED TO SCHMITZ GARDEN CENTER, LLC RECORDED IN INSTRUMENT NUMBER 2013–98067, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE ALONG THE COMMON LINE OF SAID 1.155 ACRE TRACT AND THIS TRACT, NORTH 13 DEGREES 36 MINUTES 30 SECONDS WEST, PASSING A 5/8 INCH IRON ROD FOUND, AT 246.61 FEET. CONTINUING IN ALL A TOTAL DISTANCE OF 256.71 FEET TO A "X" CUT SET IN THE SOUTH LINE OF FARM TO MARKET ROAD 1171, ALSO KNOWN AS CROSS TIMBERS ROAD;

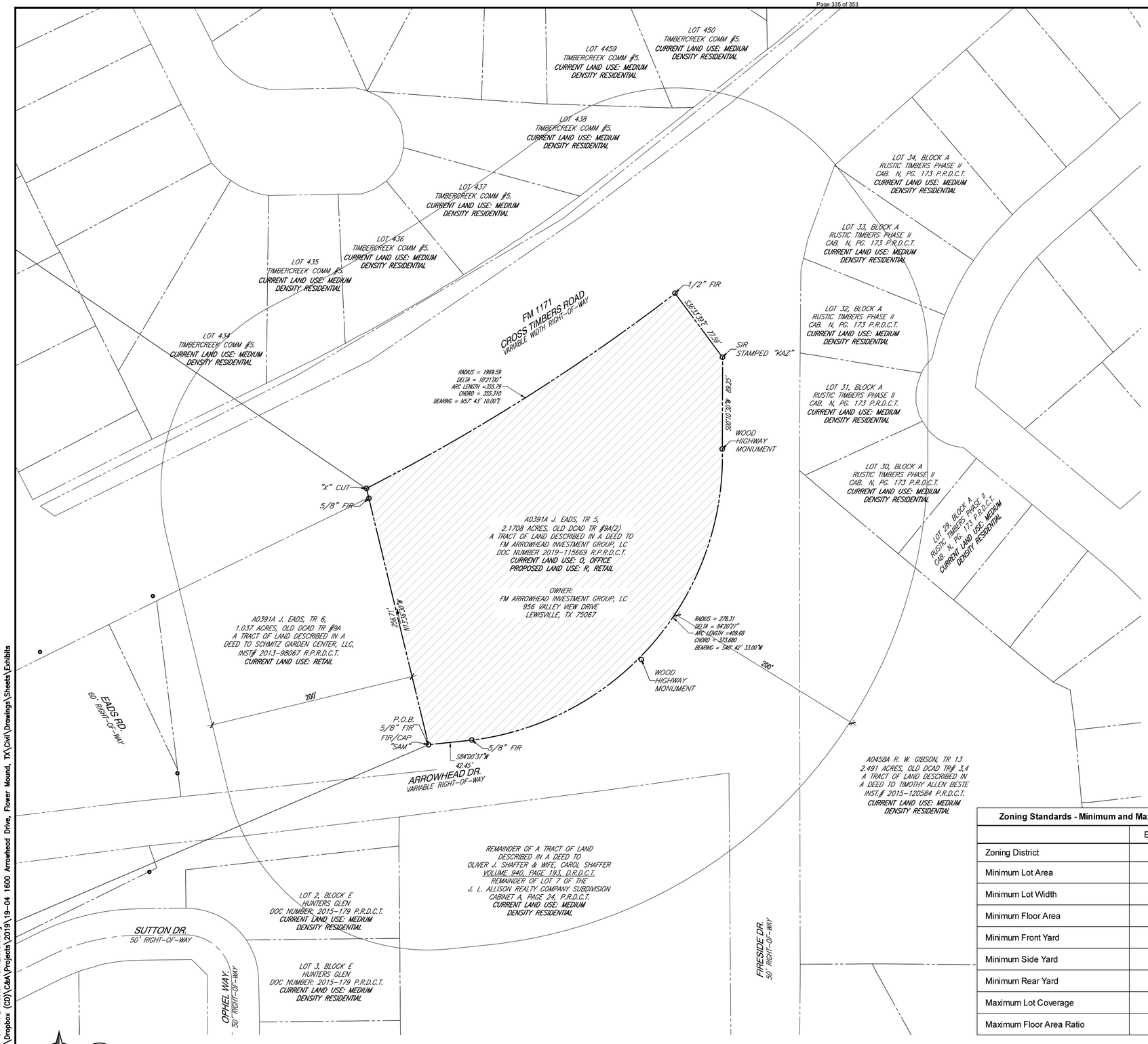
THENCE ALONG SAID SOUTH LINE AND ALONG A CURVE TO THE LEFT WHOSE LONG CHORD BEARS, NORTH 57 DEGREES 43 MINUTES 10 SECONDS EAST, 355.31 FEET AND WHOSE RADIUS IS 1969.59 FEET AND AN ARC LENGTH OF 355.79 FEET TO A 1/2 INCH IRON ROD FOUND IN THE WEST LINE OF THE AFOREMENTIONED ARROWHEAD DRIVE;

THENCE ALONG SAID WEST LINE, SOUTH 36 DEGREES 33 MINUTES 29 SECONDS EAST, 77.59 FEET TO A CAPPED IRON ROD SET STAMPED "KAZ";

THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, 89.25 FEET TO A WOOD RIGHT OF WAY MONUMENT FOUND;

THENCE ALONG SAID ARROWHEAD DRIVE AND ALONG A CURVE TO THE RIGHT WHOSE LONG CHORD BEARS, SOUTH 40 DEGREES 42 MINUTES 33 SECONDS WEST, 373.68 FEET AND WHOSE RADIUS IS 278.31 FEET AND AN ARC LENGTH OF 409.67 FEET TO A 5/8 INCH IRON ROD FOUND;

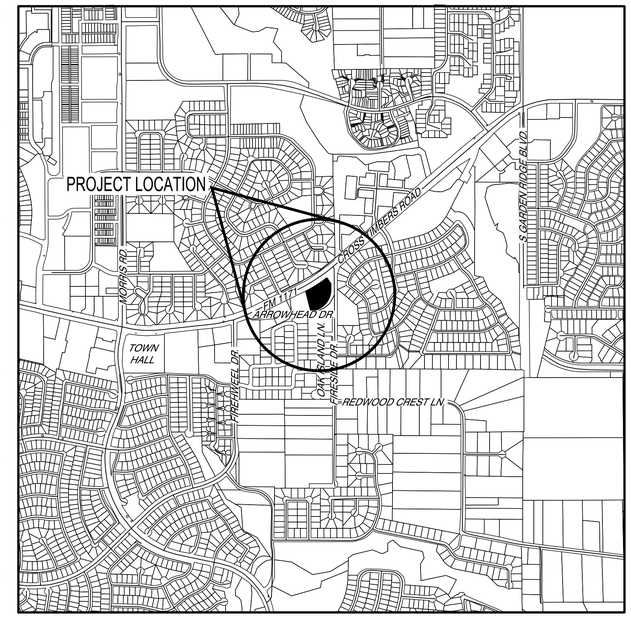
THENCE ALONG SAID NORTH LINE OF ARROWHEAD DRIVE, SOUTH 84 DEGREES 00 MINUTES 32 SECONDS WEST, 42.45 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.19 ACRES OF LAND MORE OR LESS;



1 MASTER PLAN EXHIBIT

SCALE: 1"=50'-0"

GRAPHIC SCALE 50 0 50 100 150 1"=50'



LOCATION MAP

SCALE: 1"=1000'

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF THE JESSE EADS SURVEY, ABSTRACT 391 AND BEING ALL OF THAT CALLED 2.193 ACRE TRACT OF LAND DESCRIBED IN DEED TO FM ARROWHEAD INVESTMENT GROUP, LC. RECORDED IN INSTRUMENT NUMBER 2019-115669, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A CAPPED IRON ROD FOUND THE NORTH LINE OF ARROWHEAD DRIVE AND BEING THE SOUTHEAST CORNER OF A CALLED 1.155 ACRE TRACT OF LAND DESCRIBED IN DEED TO SCHMITZ GARDEN CENTER, LLC RECORDED IN INSTRUMENT NUMBER 2013-98067, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE ALONG THE COMMON LINE OF SAID 1.155 ACRE TRACT AND THIS TRACT, NORTH 13 DEGREES 36 MINUTES 30 SECONDS WEST, PASSING A 5/8 INCH IRON ROD FOUND, AT 246.61 FEET. CONTINUING IN ALL A TOTAL DISTANCE OF 256.71 FEET TO A "X" CUT SET IN THE SOUTH LINE OF FARM TO MARKET ROAD 1171, ALSO KNOWN AS CROSS TIMBERS ROAD;

THENCE ALONG SAID SOUTH LINE AND ALONG A CURVE TO THE LEFT WHOSE LONG CHORD BEARS, NORTH 57 DEGREES 43 MINUTES 10 SECONDS EAST, 355.31 FEET AND WHOSE RADIUS IS 1969.59 FEET AND AN ARC LENGTH OF 355.79 FEET TO A 1/2 INCH IRON ROD FOUND IN THE WEST LINE OF THE AFOREMENTIONED ARROWHEAD DRIVE;

THENCE ALONG SAID WEST LINE, SOUTH 36 DEGREES 33 MINUTES 29 SECONDS EAST, 77.59 FEET TO A CAPPED IRON ROD SET STAMPED "KAZ";

THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, 89.25 FEET TO A WOOD RIGHT OF WAY MONUMENT FOUND;

THENCE ALONG SAID ARROWHEAD DRIVE AND ALONG A CURVE TO THE RIGHT WHOSE LONG CHORD BEARS, SOUTH 40 DEGREES 42 MINUTES 33 SECONDS WEST, 373.68 FEET AND WHOSE RADIUS IS 278.31 FEET AND AN ARC LENGTH OF 409.67 FEET TO A 5/8 INCH IRON ROD FOUND;

THENCE ALONG SAID NORTH LINE OF ARROWHEAD DRIVE, SOUTH 84 DEGREES 00 MINUTES 32 SECONDS WEST, 42.45 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.19 ACRES OF LAND MORE OR LESS;

Zoning Standards - Minimum and Maximum Dimensions

	Existing	Proposed
Zoning District	O	R-2
Minimum Lot Area	None	None
Minimum Lot Width	None	None
Minimum Floor Area	None	None
Minimum Front Yard	60 ft.	60 ft.
Minimum Side Yard	None	None
Minimum Rear Yard	15 ft.	15 ft.
Maximum Lot Coverage	50%	50%
Maximum Floor Area Ratio	1:1	None

MASTER PLAN FEATURES TABLE

Land Use Plan	Existing : Office
	Proposed: Retail
Urban Design Plan	None
Parks and Trails	N/A
Open Space Plan	N/A
Thoroughfare Plan	Cross Timbers Rd (1171) - Major Arterial
Water Plan	Long Prairie Service area - Existing 12" WM. N. Side of Cross Timbers Rd. and existing 8" WM. on West side of Fireside Dr.
Wastewater Plan	Long Prairie Service Area - Existing 8" sewer main at Oak Island Ln.
Economic Impact	Add valuable services and additional tax revenue to the community.

TC Investments, LLC

PROJECT NAME:
1600 ARROWHEAD
1600 ARROW HEAD DRIVE
SWC CROSS TIMBERS ROAD AND FIRESIDE DR.
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

Cabré & Associates
Development & Engineering Consultants
Texas Registered Engineering Firm F-3736
2101 Cedar Springs Road, Suite 1000
Flower Mound, Texas 75022
T. 214-373-8094
www.CabreAssociates.com

DRAWING TITLE:
MASTER PLAN EXHIBIT

THIS DOCUMENT REPRESENTS THE DESIGN EFFORT OF CABRE & ASSOCIATES, AND IS ISSUED AS AN INSTRUMENT OF SERVICE FOR THE SUBJECT PROJECT. CABRE & ASSOCIATES RETAINS TITLE AND OWNERSHIP IN ITS DOCUMENTS, WHETHER THE PROJECT IS EXECUTED OR NOT AND IT SHALL NOT BE COPIED, REPRODUCED OR EXHIBITED IN WHOLE OR PART FOR ANY OTHER PURPOSE, OR ASSIGNED TO OTHERS WITHOUT AN AGREEMENT TO THIS PROJECTS, UNLESS AUTHORIZED IN WRITING BY CABRE & ASSOCIATES.

DATE: FEBRUARY 8, 2021

SCALE: AS SHOWN

JOB NUMBER: 19-04

DRAWING NUMBER: MPE

PLOT DATE: Sunday, February 07, 2021
FILE NAME: 19-04 MPE Master Plan Exhibit.dwg
FILE PATH: E:\Dropbox (CD)\C&A\Projects\2019\19-04 1600 Arrowhead Drive, Flower Mound, TX\Civil\Drawings\Sheets\Exhibits

TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: September 20, 2021

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider an ordinance amending the zoning (ZPD21-0007 – 1600 Arrowhead) from Office (O) District uses to Planned Development District No.185 (PD-185) with Retail (R) District uses, with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located south of Cross Timbers Road and west of Fireside Drive. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 13, 2021 meeting.*)**

SUMMARY DATA:

- Lot Size – 2.19 acres
- Proposed Zoning – PD for R-2 (Retail District-2)
- Proposed Building – 16,614 sf retail/restaurant/office
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on the TA, traffic generated is not anticipated to exceed the 5% threshold.
- Exceptions – A request for a driveway spacing exception is a part of this application.
- Incentives – None requested

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the meeting, the Commission discussed some access challenges on Fireside Dr.

ATTACHMENTS:

1. Draft Ordinance
2. Planning and Zoning Commission Staff Report Link

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

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 THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 2.19 ACRES OF LAND SITUATED IN THE JESSE EADS SURVEY, ABSTRACT NO. 391, FROM OFFICE (O) DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT-185 (PD-185) WITH RETAIL DISTRICT-2 (R-2) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; 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 heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 2.19 acres of land situated in the Jesse Eads Survey, Abstract No. 391, Denton County, Texas, have filed an application to change the zoning from Office (O) District uses to Planned Development District-185 (PD-185) with Retail District-2 (R-2) uses; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on September 13, 2021, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on September 20, 2021, with respect to the proposed rezoning as described herein; and

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a rezoning on the property; and

WHEREAS, the Town Council finds that amendment of the Zoning map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a Planned Development District as shown below:

Approximately 2.19 acres of land situated in the Jesse Eads Survey, Abstract No. 391, Denton County, Texas, and more fully described in Exhibit “A” hereto.

Planned Development District-185 (PD-185) with Retail District-2 (R-2) uses.

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations of the proposed Planned Development District No. 185 (PD-185), attached hereto as Exhibits “B,” “C,” “D,” and “E,” each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations for this Planned Development District No. 185 (PD-185).

SECTION 3

The official map of the Town of Flower Mound is hereby amended and the Director of Planning Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 185 (PD-185), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained in Exhibits “B,” “C,” “D,” and “E,” attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when 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 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound 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 of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that 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 9

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 10

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 20TH DAY OF SEPTEMBER, 2021.

APPROVED:

_____
Derek France, **MAYOR**

ATTEST:

_____
Theresa Scott, **TOWN SECRETARY**

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING A PART OF THE JESSE EADS SURVEY, ABSTRACT 391 AND BEING ALL OF THAT CALLED 2.193 ACRE TRACT OF LAND DESCRIBED IN DEED TO FM ARROWHEAD INVESTMENT GROUP, LC. RECORDED IN INSTRUMENT NUMBER 2019–115669, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A CAPPED IRON ROD FOUND THE NORTH LINE OF ARROWHEAD DRIVE AND BEING THE SOUTHEAST CORNER OF A CALLED 1.155 ACRE TRACT OF LAND DESCRIBED IN DEED TO SCHMITZ GARDEN CENTER, LLC RECORDED IN INSTRUMENT NUMBER 2013–98067, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE ALONG THE COMMON LINE OF SAID 1.155 ACRE TRACT AND THIS TRACT, NORTH 13 DEGREES 36 MINUTES 30 SECONDS WEST, PASSING A 5/8 INCH IRON ROD FOUND, AT 246.61 FEET. CONTINUING IN ALL A TOTAL DISTANCE OF 256.71 FEET TO A "X" CUT SET IN THE SOUTH LINE OF FARM TO MARKET ROAD 1171, ALSO KNOWN AS CROSS TIMBERS ROAD;

THENCE ALONG SAID SOUTH LINE AND ALONG A CURVE TO THE LEFT WHOSE LONG CHORD BEARS, NORTH 57 DEGREES 43 MINUTES 10 SECONDS EAST, 355.31 FEET AND WHOSE RADIUS IS 1969.59 FEET AND AN ARC LENGTH OF 355.79 FEET TO A 1/2 INCH IRON ROD FOUND IN THE WEST LINE OF THE AFOREMENTIONED ARROWHEAD DRIVE;

THENCE ALONG SAID WEST LINE, SOUTH 36 DEGREES 33 MINUTES 29 SECONDS EAST, 77.59 FEET TO A CAPPED IRON ROD SET STAMPED "KAZ";

THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, 89.25 FEET TO A WOOD RIGHT OF WAY MONUMENT FOUND;

THENCE ALONG SAID ARROWHEAD DRIVE AND ALONG A CURVE TO THE RIGHT WHOSE LONG CHORD BEARS, SOUTH 40 DEGREES 42 MINUTES 33 SECONDS WEST, 373.68 FEET AND WHOSE RADIUS IS 278.31 FEET AND AN ARC LENGTH OF 409.67 FEET TO A 5/8 INCH IRON ROD FOUND;

THENCE ALONG SAID NORTH LINE OF ARROWHEAD DRIVE, SOUTH 84 DEGREES 00 MINUTES 32 SECONDS WEST, 42.45 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.19 ACRES OF LAND MORE OR LESS;

Exhibit B
Development Standards

Planned Development District - 185 (PD-185)
1600 Arrowhead

The development on the property comprising approximately 2.19 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. EXHIBITS.

1. The following Exhibits are incorporated into this planned development.

   a. Exhibit "C": Conceptual Site Plan.
   b. Exhibit "D": Conceptual Landscape Plan.
   c. Exhibit "E": Conceptual Elevations.

B. PERMITTED USES. The uses listed as Permitted Uses in the Retail (R) District in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C".

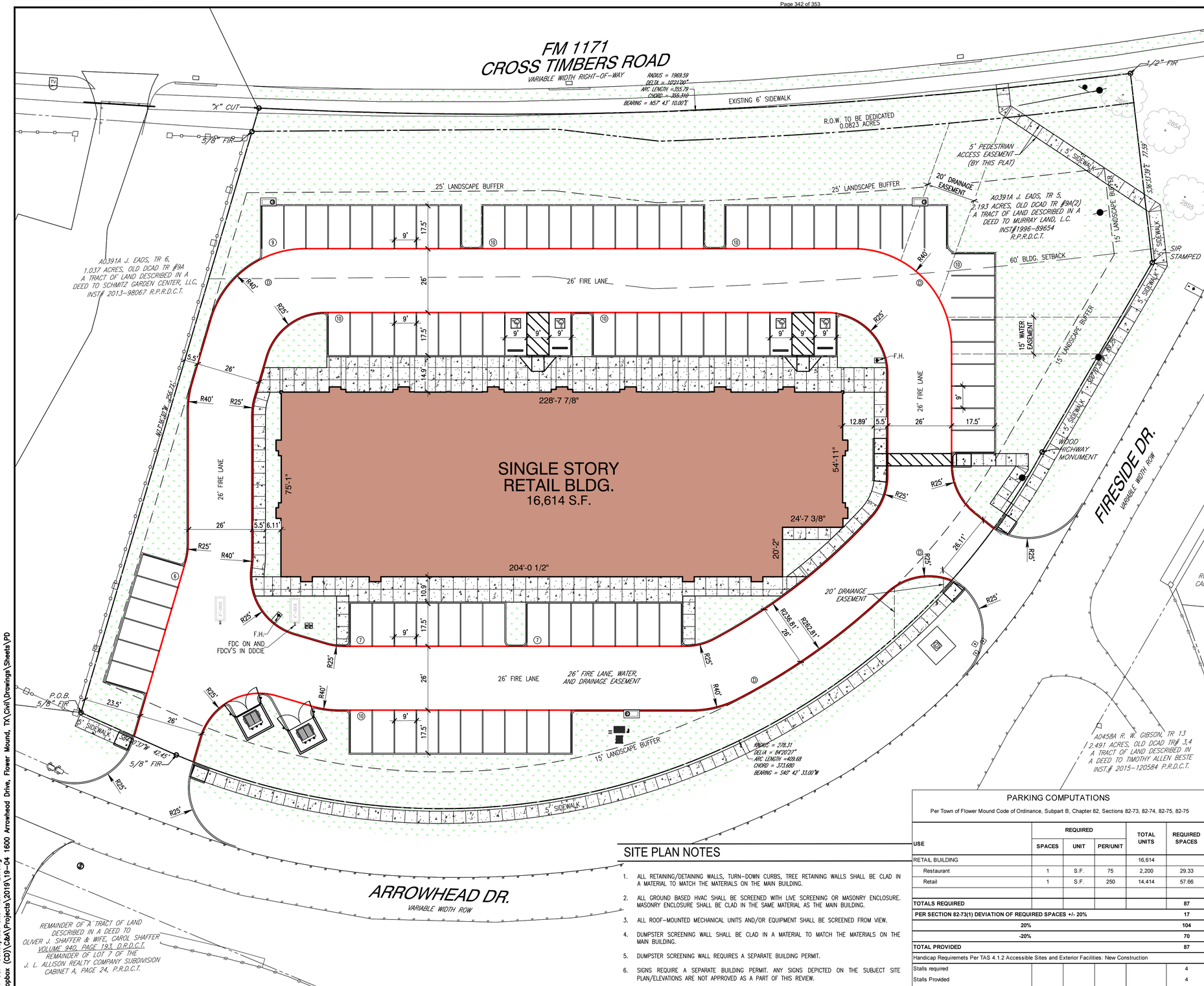
C. SPECIFIC USES. The uses listed as Specific Uses in the Retail (R) District in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C" with a Specific Use Permit (SUP) approved by the Town Council.

D. TEMPORARY USES. The uses listed as Temporary Uses in the Retail (R) District in the Town's Zoning Ordinance shall be permitted in the area designated on Exhibit "C" as only upon approval of a temporary use permit in accordance with the procedures and standards of Section 78-87 of the Land Development Code, "Temporary Use Permits."

E. DIMENSIONAL REGULATIONS. The dimensional regulations listed in the Retail (R) District in the Town's Zoning Ordinance shall be required for this Planned Development.

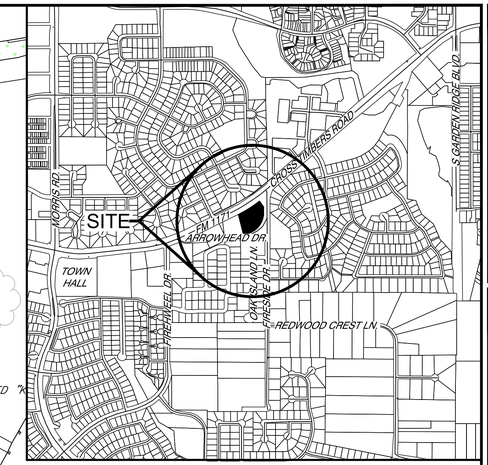
G. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. An exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances is granted as shown on Exhibit "C".



1 CONCEPTUAL SITE PLAN
SCALE: 1"=20'-0"

GRAPHIC SCALE 1"=20'



LOCATION PLAN
SCALE: 1"=1000'-0"

MASTER PLAN FEATURES TABLE

Land Use Plan	Existing : Office
	Proposed: Retail
Urban Design Plan	None
Parks and Trails	N/A
Open Space Plan	N/A
Thoroughfare Plan	Cross Timbers Rd (1171) - Major Arterial
Water Plan	Long Prairie Service area - Existing 12" WM. N. Side of Cross Timbers Rd. and existing 8" WM. on West side of Fireside Dr.
Wastewater Plan	Long Prairie Service Area - Existing 8" sewer main at Oak Island Ln.
Economic Impact	Add valuable services and additional tax revenue to the community.

Site Data Table

Physical Address	1600 Arrowhead Dr.	
Gross Site Area	*2.1938 Acres. /95,562.37 s.f.*	
Net Site Area	*2.1115 Acres / 91,977.39 s.f.*	
Sub-district	O	
Current Use	n/a	
Lot Coverage Data	%	Acres
* Building Coverage	18.06%	0.38
* Impervious Coverage	50.72%	1.07
* Pervious Coverage	31.21%	0.66
Parking Summary	Required	Provided
Surface Parking		
* Retail	29.33	29
* Restaurant	57.66	58
Total Parking	87	87
Building Data:		
* Building	One Story	
* Peak Height	28'-0"	
* Mean Height	*22'-6"*	
* Total Square Footage: S.F.	*16,614 s.f.*	

PARKING COMPUTATIONS

Per Town of Flower Mound Code of Ordinance, Subpart B, Chapter 82, Sections 82-73, 82-74, 82-75, 82-75

USE	REQUIRED SPACES	REQUIRED UNIT	REQUIRED PER/UNIT	TOTAL UNITS	REQUIRED SPACES
RETAIL BUILDING				16,614	
Restaurant	1	S.F.	75	2,200	29.33
Retail	1	S.F.	250	14,414	57.66
TOTALS REQUIRED					87
PER SECTION 82-73(1) DEVIATION OF REQUIRED SPACES +/- 20%					17
20%					104
-20%					70
TOTAL PROVIDED					87
Handicap Requiremets Per TAS 4.1.2 Accessible Sites and Exterior Facilities: New Construction					
Stalls required					4
Stalls Provided					4

SITE PLAN NOTES

1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW.

TC Investments, LLC

PROJECT NAME:
1600 ARROWHEAD
1600 ARROW HEAD DRIVE
SWC CROSS TIMBERS ROAD AND FIRESIDE DR.
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

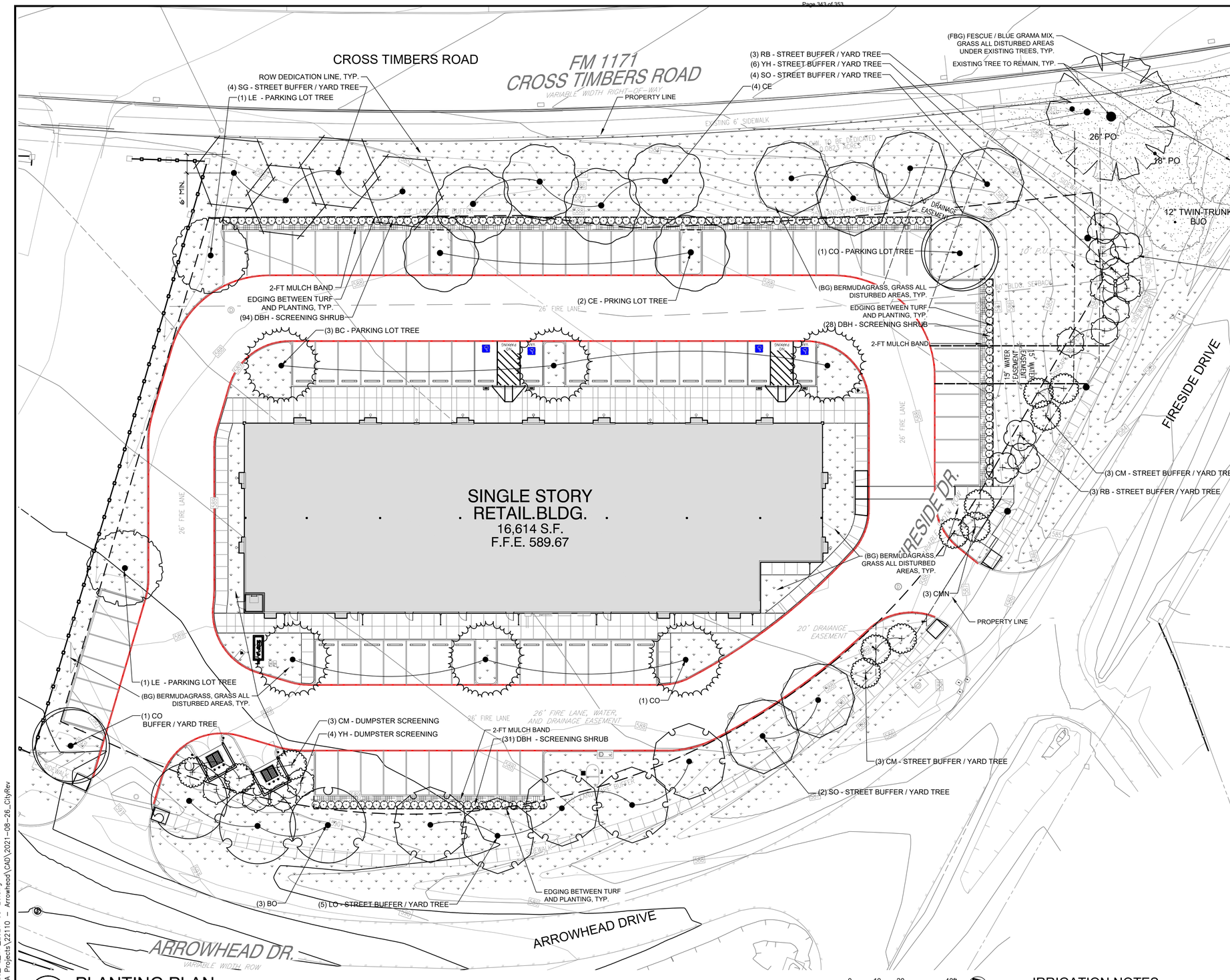
Cabré & Associates
Development Engineering Consultants
Texas Registered Engineering Firm F-2736
2500 Morningside Drive, Suite 102
Flower Mound, Texas 75022
214-313-8044
www.CabreAssociates.com

DRAWING TITLE:
CONCEPTUAL SITE PLAN

THIS DOCUMENT REPRESENTS THE DESIGN EFFORT OF CABRE & ASSOCIATES, AND IS ISSUED AS AN INSTRUMENT OF SERVICE FOR THE SUBJECT PROJECT. AND IS ISSUED AS AN INSTRUMENT OF SERVICE. THIS DOCUMENT IS NOT TO BE REPRODUCED, REPRODUCED OR EXHIBITED IN WHOLE OR PART FOR ANY OTHER PURPOSE, WHETHER THE PROJECT IS EXECUTED OR NOT AND IT SHALL NOT BE COPIED, REPRODUCED OR EXHIBITED IN WHOLE OR PART FOR ANY OTHER PURPOSE. REPRODUCTION OF EXHIBITS IN ANY FORM IS PROHIBITED TO THIRD PARTIES, UNLESS AUTHORIZED IN WRITING BY CABRE & ASSOCIATES.

DATE: JUNE 18, 2020
SCALE: 1"=20'
JOB NUMBER: 19-04
DRAWING NUMBER: CSP

PLOT DATE: Friday, June 18, 2021
FILE NAME: 19-04 CSP Conceptual Site Plan - 20.dwg
FILE PATH: E:\Dropbox (CD)\C&A\Projects\2019\19-04 1600 Arrowhead Drive, Flower Mound, TX\Civil\Drawings\Sheets\PD



1 PLANTING PLAN
1" = 20'-0"

LEGEND

TREES	CODE	NAME
		EXISTING TREE TO REMAIN - PROTECTED
		EXISTING TREE TO REMAIN - SIGNIFICANT
	BC	BALD CYPRESS
	BO	BURR OAK
	CE	CEDAR ELM
	CO	CHINQUAPIN OAK
	SO	SHUMARD RED OAK
	LO	LIVE OAK
	LE	LACEBARK ELM
	SG	SWEETGUM
	RB	REDBUD
	CM	CRAPE MYRTLE
	YH	YAUPON HOLLY
SHRUBS	**CODE**	**NAME**
	DBH	DWARF BURFORD HOLLY
TURF	**CODE**	**NAME**
	BG	BERMUDA GRASS
	FBG	FESCUE / BLUE GRAMA MIX (SEED - TEMPORARY IRRIGATION)
ITEM	**CODE**	**NAME**

Street Yard Landscaping			
Standard	**Total Street Yard (Square Feet)**	**Required**	**Provided**
Min. 20% of street yard	74,795 s.f.	14,959 s.f.	28,719 s.f. or 38%
Street Yard Trees			
Standard	**Total Street Yard (Square Feet)**	**Required**	**Provided**
10,000 to 100,000 s.f. = 1 per 2,500 s.f. plus 10 trees	74,795 s.f.	40 trees	40 trees
[1]Trees required to satisfy other provisions of landscaping requirements and lying within the street yard may be used to satisfy the requirements ofother sections.			
Street Buffer Landscaping			
	Required Buffer Width	**Provided**	
Cross Timbers Road, FM 1171	25 ft.	25 ft.	
Fireside Drive	15 ft.	15 ft.	
Arrowhead Drive	15 ft.	15 ft.	
Street Buffer Trees			
Standard	**Street Frontage (Linear Feet)**	**Required**	**Provided**
1 per 30 l.f.	Cross Timbers Rd = 356 l.f.	12 trees	11 new trees & 1 existing
1 per 30 l.f.	Fireside Dr = 78 l.f.	3 trees	3 trees
1 per 30 l.f.	Arrowhead Dr = 488 l.f.	16 trees	16 trees
Parking Area Landscaping			
Standard	**No. of Parking Spaces**	**Required**	**Provided**
90 s.f. per 12 spaces	89	668 s.f.	2,509 s.f.
Parking Area Trees			
Standard	**No. of Parking Spaces**	**Required**	**Provided**
1 per 10 parking spaces	89	9 trees	11 trees
All parking spaces are located within 50 ft. of a tree.			

IRRIGATION NOTES

- ALL SOLID SOD AREAS TO RECEIVE PERMANENT SPRAY IRRIGATION UNLESS OTHERWISE NOTED
- ALL NEWLY PLANTED TREES TO RECEIVE PERMANENT IRRIGATION, TREE BUBBLERS
- ALL SHRUBS TO RECEIVE PERMANENT DRIP OR SPRAY IRRIGATION.

CCA Landscape Architects, Inc.
12700 Hillcrest Road
Suite 149
Dallas, TX 75230
P: 214.739.9105

TC Investments, LLC

PROJECT NAME:
1600 ARROWHEAD
1600 ARROW HEAD DRIVE
SWC CROSS TIMBERS ROAD AND FIRESIDE DR.
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

INTERIM REVIEW ONLY
These documents are incomplete, and are released for interim review only and are not intended for regulatory approval, bidding, permit, or construction purposes.
Landscape Architect: Zachary A. Cabré
Texas 3165
Acct. Reg. No:
Date: 07.22.2021

Cabré & Associates
Landscape Architecture & Consulting Civil Engineers
Texas Registered Engineering Firm F-3776
2201 Long Prairie, Suite 107-522
Flower Mound, Texas 75022
214.513.8744
www.CabreandAssociates.com

DRAWING TITLE:
PLANTING PLAN

THIS DOCUMENT REPRESENTS THE DESIGN EFFORT OF CABRE & ASSOCIATES, AND IS ISSUED AS AN INSTRUMENT OF SERVICE FOR THE SUBJECT PROJECT. CABRE & ASSOCIATES RETAINS TITLE AND OWNERSHIP OF THIS DOCUMENT. CABRE & ASSOCIATES RESERVES ALL RIGHTS, INCLUDING COPYRIGHT. THIS DOCUMENT REPRODUCED OR EXHIBITED IN WHOLE OR PART FOR ANY OTHER PURPOSE, INCLUDING OTHER PROJECTS, BY ANYONE OTHER THAN THE OWNER OF THIS PROJECTS, UNLESS AUTHORIZED IN WRITING BY CABRE & ASSOCIATES.

DATE: JULY 22, 2021
SCALE: 1"=20'
JOB NUMBER: 19-04
DRAWING NUMBER: L-300

PLOT DATE: Tuesday, September 07, 2021
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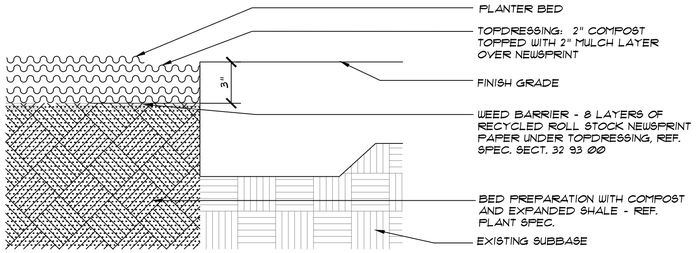
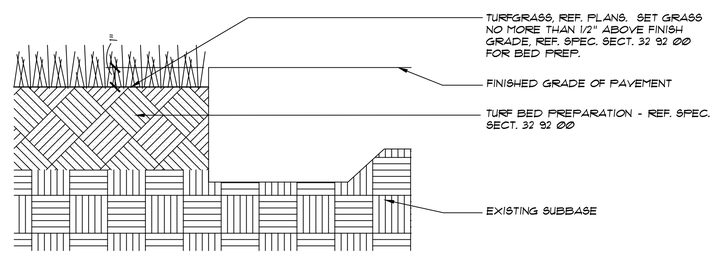
FILE PATH: D:\OneDrive\CCA Projects\22110 - Arrowhead\CAD\2021-08-26_CityRev



5 PLANTER BED AT PAVEMENT - SECTION
NTS



4 LAWN AT PAVEMENT - SECTION
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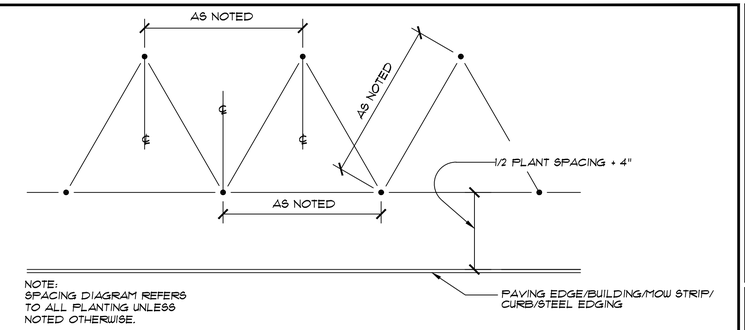


NOTE:
SPACING DIAGRAM REFERS TO ALL PLANTING UNLESS NOTED OTHERWISE.

1 TRIANGULAR SPACING - PLAN
NTS

PLANT AND MATERIAL SCHEDULE

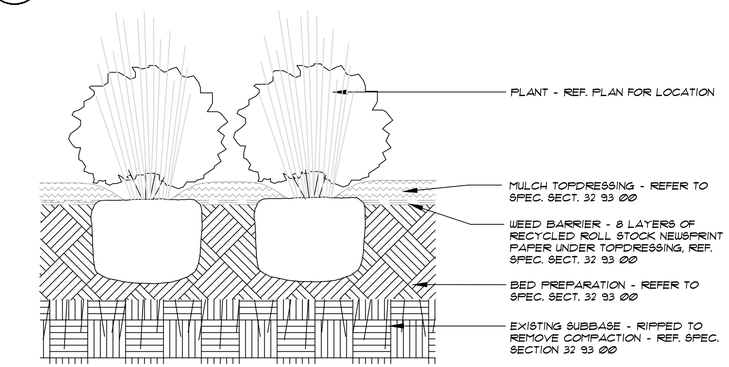
TREES	CODE	COMMON NAME / BOTANICAL NAME	CONT	CAL	SIZE	REMARKS	QTY
	BC	BALD CYPRESS / TAXODIUM DISTICUM	CONT.	3" CAL. MIN.	11`-13` HT. X 4`-5` SP.	FULL, WELL BRANCHED, VERTICAL GROWTH HABIT CENTRAL LEADER, NO CROSSING OR RUBBING BRANCHES	6
	BO	BURR OAK / QUERCUS MACROCARPA	CONT.	3" CAL. MIN.	11`-13` HT. X 4`-5` SP.	FULL, WELL BRANCHED, VERTICAL GROWTH HABIT CENTRAL LEADER, NO CROSSING OR RUBBING BRANCHES	3
	CO	CHINKAPIN OAK / QUERCUS MUEHLENBERGII	CONT.	3" CAL. MIN.	11`-13` HT. X 4`-5` SP.	FULL, WELL BRANCHED, VERTICAL GROWTH HABIT CENTRAL LEADER, NO CROSSING OR RUBBING BRANCHES	2
	CE	CEDAR ELM / ULMUS CRASSIFOLIA	CONT.	3" CAL. MIN.	11`-13` HT. X 4`-5` SP.	FULL, WELL BRANCHED, VERTICAL GROWTH HABIT CENTRAL LEADER, NO CROSSING OR RUBBING BRANCHES	6
	LO	LIVE OAK / QUERCUS VIRGINIANA	CONT.	3" CAL. MIN.	11`-13` HT. X 4`-5` SP.	FULL, WELL BRANCHED, VERTICAL GROWTH HABIT	5
	SO	SHUMARD RED OAK / QUERCUS SHUMARDII	CONT.	3" CAL. MIN.	11`-13` HT. X 4`-5` SP.	FULL, WELL BRANCHED, VERTICAL GROWTH HABIT CENTRAL LEADER, NO CROSSING OR RUBBING BRANCHES	6
	SG	SWEET GUM / LIQUIDAMBAR STYRACIFLUA	CONT.	3" CAL. MIN.	11`-13` HT. X 4`-5` SP.	FULL, WELL BRANCHED, VERTICAL GROWTH HABIT CENTRAL LEADER, NO CROSSING OR RUBBING BRANCHES	4
	LE	LACEBARK ELM / ULMUS PARVIFOLOIA 'LACEBARK'	CONT.	3" CAL. MIN.	11`-13` HT. X 4`-5` SP.	FULL, WELL BRANCHED, VERTICAL GROWTH HABIT CENTRAL LEADER, NO CROSSING OR RUBBING BRANCHES	2
	CM	CRAPE MYRTLE / LAGERSTROEMIA INDICA X TUSCARORA	CONT.	2.0" CAL. MIN.	5`-6` HT X 3` SP.	FULL, WELL BRANCHED, VERTICAL GROWTH HABIT MULTI-TRUNK, NO CROSSING OR RUBBING BRANCHES	12
	RB	REDBUD / CIRCUS CANADENSIS 'OKLAHOMA'	CONT.	2.0" CAL. MIN.	5`-6` HT X 3` SP.	FULL, WELL BRANCHED, VERTICAL GROWTH HABIT SINGLE-TRUNK, NO CROSSING OR RUBBING BRANCHES	6
	YH	YAUPON HOLLY / ILEX VOMITORIA	CONT.	2.0" CAL. MIN.	5`-6` HT X 3` SP.	FULL, WELL BRANCHED, VERTICAL GROWTH HABIT TREE FORM, MALE ONLY, NO CROSSING OR RUBBING BRANCHES	10

SHRUBS	CODE	COMMON NAME / BOTANICAL NAME	SIZE	REMARKS	SPACING	QTY
	DBH	DWARF BURFORD HOLLY/ILEX CORNUTA 'DWARF BURFORD'	5 GAL	FULL TO BASE, HEAVILY ROOTED	36" O.C., SINGLE ROW	148

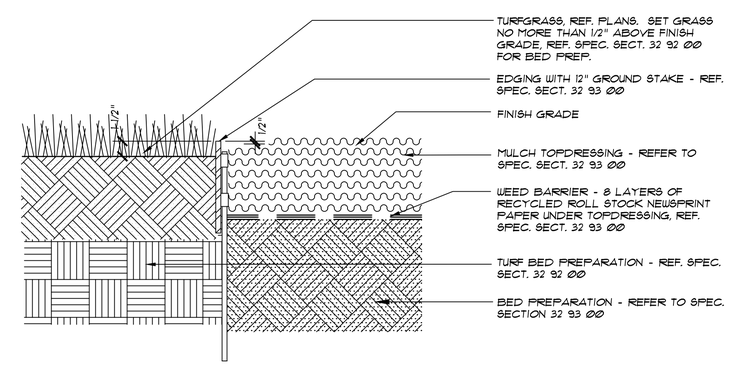
TURF GRASS	CODE	COMMON NAME / BOTANICAL NAME	CONT	REMARKS	QTY
	BG	BERMUDA GRASS / CYNODON DACTYLON 'TIFFWAY 419'	SOD	SOLID SOD, REF. SPEC 329200	+/- 48,000 SF
	FBG	50 / 50 MIX: FESCUE AND BLUE GRAMA SEED FESCUE / SCHEDONORUS ARUNDINACEUS BLUE GRAMA / BOUTELOUA GRACILIS	SEED	SEED MIX, 10LBS PER ACRE, REF. SPEC 329200	+/- 4,500 SF

MATERIALS	ITEM	DEPTH	REMARKS	QTY
PLANTING BEDS FOR SHRUBS AND GROUNDCOVER: NOTE - FIELD VERITY ALL QUANTITIES, ALL BEDS TO BE FULL, REFER TO DETAILS AND SPECS				
	MULCH - TOPDRESSING PLANTING BEDS	3" DEPTH	RUSTIC CUT HARDWOOD OR APPROVED EQUIVALENT, COMPACTED DEPTH, REF. SPEC SECT 32 9300	FIELD VERIFY
	COMPOST - PLANTING BEDS	3" DEPTH	ORGANIC, WELL-DECOMPOSED, REF. SPEC SECT 329300	FIELD VERIFY
	WEED BARRIER - NEWSPRINT PLANTING BEDS	8 LAYERS	8 LAYERS OF NEWSPRINT AT PLANTING BEDS, REF. DETAILS AND SPEC SECT 32 9300	FIELD VERIFY
	EXPANDED SHALE - PLANTING BEDS	3" DEPTH	PLANTING BEDS, SUPPLIED BY SOIL BUILDING SYSTEMS OR APPROVED EQUAL,REF. SPEC SECT 32 9300	FIELD VERIFY
	ORGANIC BIOLOGICAL FERTILIZER - PLANTING B.		REF. SPEC SECT 329200 FOR MATERIAL AND APPLICATION RATE	FIELD VERIFY
	LANDSCAPE EDGING		BETWEEN AGG & TURF, PLANTING & TURF; STEEL EDGING COMMERCIAL GRADE 4"X$\frac{3}{16}$" WITH STAKES, COLOR: BLACK	FIELD VERIFY
LAWN / TURF GRASS: NOTE - FIELD VERITY ALL QUANTITIES, ALL DISTURBED AREAS TO BE GRASSED, REFER TO DETAILS AND SPECS				
	TOPSOIL - LAWN / TURF GRASS	1 1/2" DEPTH	REF. DETAILS AND SPECS	FIELD VERIFY
	COMPOST - LAWN / TURF GRASS	1/2" DEPTH	ORGANIC, WELL-DECOMPOSED, REF. DETAILS AND SPECS SUPPLIED BY SOIL SYSTEMS OR APPROVED EQUAL, REF. SPEC 32 9300	FIELD VERIFY
	ORGANIC BIOLOGICAL FERTILIZER - LAWN		REF. SPEC SECT 329200 FOR MATERIAL AND APPLICATION RATE	FIELD VERIFY

NOTE - QUANTITIES ARE APPROXIMATE, FIELD VERIFY FOR ACCURACY. ALL PLANTING BEDS TO BE FULL AND PREPARED PER SPECIFICATIONS. ALL DISTURBED AREAS TO BE GRASSED AND SOIL PREPARED PER SPECIFICATIONS.
NOTE - PLANT OR MATERIAL SUBSTATIONS MUST BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION.
NOTE - SUBMITTALS TO BE PROVIDED TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.
NOTE - SAMPLES / SUBMITTALS TO BE PROVIDED TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.



2 SHRUB/PERENNIAL/ORNAMENTAL AT BEDS - SECT.
NTS



3 LAWN AREA AT EDGING AT PLANTING BED - SECT.
NTS

CCA Landscape Architects, Inc.
12700 Hillcrest Road
Suite 149
Dallas, TX 75230
P: 214.739.9105

TC Investments, LLC

PROJECT NAME:
1600 ARROWHEAD
1600 ARROW HEAD DRIVE
SWC CROSS TIMBERS ROAD AND FIRESIDE DR.
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

INTERIM REVIEW ONLY
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Landscape Architect: Paul A. Cabré
Arch. Reg. No.: Texas 3165
Date: 07.22.2021

Cabré & Associates
Landscape Architecture
Texas Registered Engineering Firm F-3776
2201 Long Prairie, Suite 107-322
Flower Mound, Texas 75028
T: 214-513-8764
www.CabreandAssociates.com

DRAWING TITLE:
PLANTING DETAILS

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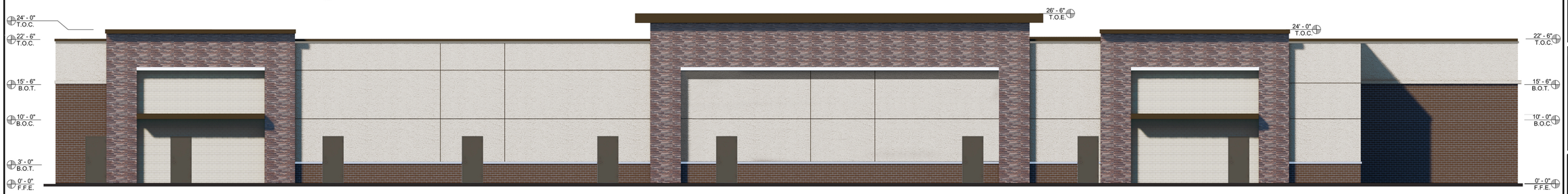
DATE: JULY 22, 2021
SCALE: 1"=20'
JOB NUMBER: 19-04
DRAWING NUMBER: L-301

PLOT DATE: Tuesday, September 07, 2021
FILE NAME: 22110-Arrowhead_PL_IFP_2021-08-26.dwg
FILE PATH: D:\OneDrive\CCA Projects\22110 - Arrowhead\CAD\2021-08-26_CityRev

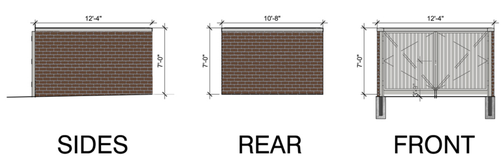
1 FRONT NORTH ELEVATION
SCALE: 1/8"=1'-0"

2 SIDE WEST ELEVATION
SCALE: 1/8"=1'-0"

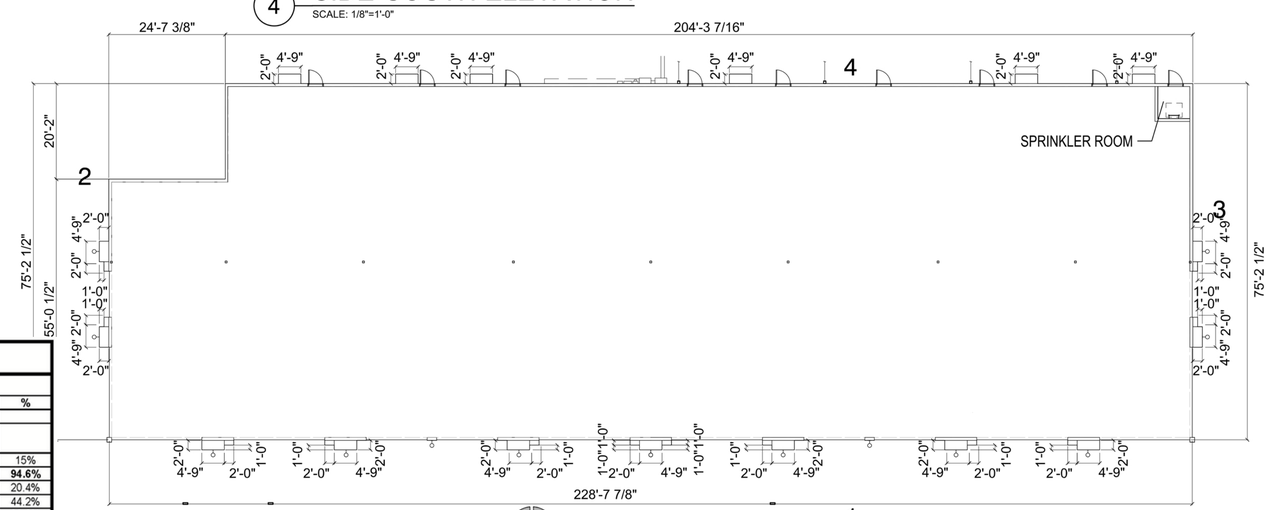
3 SIDE EAST ELEVATION
SCALE: 1/8"=1'-0"



4 SIDE SOUTH ELEVATION
SCALE: 1/8"=1'-0"



6 DUMPSTER ENCLOSURE ELEVATIONS
SCALE: 1/8"=1'-0"



5 FLOOR PLAN
SCALE: 1/8"=1'-0"

MATERIAL LEGEND

- Pro-Ledge Stone Dakota Brown
- Light Brick, Alabaster (Smooth Finish, Wire Cut)
- Brownstone Brick, (Smooth Finish, Wire Cut)
- Stucco, Fine Sand Texture (SW 7551 Greek Villa)
- Storefront, Aluminum (Dark Bronze)
- Glazing, 1" E-Low (Clear + Clear)
- Canopies, Top Accent Bonds and Copings, Aluminum (Dark Bronze)
- Rear Metal Doors and Frames, Paint (SW 7055 Enduring Bronze)

EXTERIOR ELEVATIONS - MATERIAL CALCULATION

DESCRIPTION	FACADES							
	SOUTH (SF)	%	NORTH (SF)	%	EAST (SF)	%	WEST (SF)	%
1. TOTAL FAÇADE S.F.	5,483		5,828		1,979		1,879	
2. FAÇADE S.F. (exclusive of doors and windows)	5,267		4,168		1,692		1,592	
3. DOORS AND WINDOWS S.F.	216	4%	1,660	28%	287	15%	287	15%
4. PRIMARY MASONRY TOTALS (min. 80%)	**5,097**	**96.8%**	**3,766**	**90.4%**	**1,606**	**94.9%**	**1,506**	**94.6%**
STONE	654	12.4%	1,506	36.1%	324	19.1%	324	20.4%
BRICK	1,029	19.5%	1,210	29.0%	452	26.7%	704	44.2%
STUCCO	3,414	64.8%	1,050	25.2%	830	49.1%	478	30.0%
SECONDARY MATERIALS (max. 20%)	**170**	**3.2%**	**402**	**9.6%**	**86**	**5.1%**	**86**	**5.4%**
ARCHITECTURAL METALS	170	3.2%	402	9.6%	86	5.1%	86	5.4%

TC Investments, LLC

PROJECT NAME:
1600 ARROWHEAD
1600 ARROW HEAD DRIVE
SWC CROSS TIMBERS ROAD AND FIRESIDE DR.
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

MCP ARCHITECTS
2201 LONG PRAIRIE RD.
STE. 107-771
FLOWER MOUND, TX 75022
T: 214.227.8469
E: cabe@mcparchitects.net

DRAWING TITLE:
RENDERED BUILDING ELEVATIONS

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DATE: JUNE 18, 2021
SCALE: AS SHOWN
JOB NUMBER: 19-04
DRAWING NUMBER: A-3.3

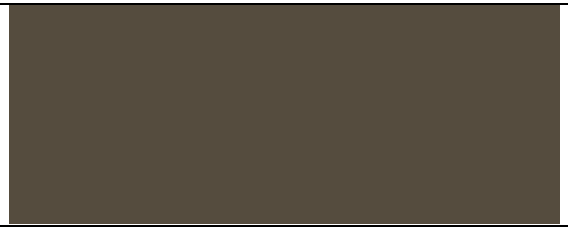
PROPOSED EXTERIOR FINISHES MATERIALS
1600 ARROWHEAD
FLOWER MOUND, TX

Date: 06-18-2021

Coronado, Precast sill, 900 series, Off white

Sherwin Williams, Greek Villa, SW 7551 at all Fine Sand Texture Stucco

Pac-Clad aluminum, Dark Bronze at storefront, canopies, top accent bonds, copings and downspouts. Lighting sconces



Sherwin Williams, Enduring Bronze, SW 7055 at rear doors and dumpster gates

Solarban, E-low, Clear + Clear at storefront

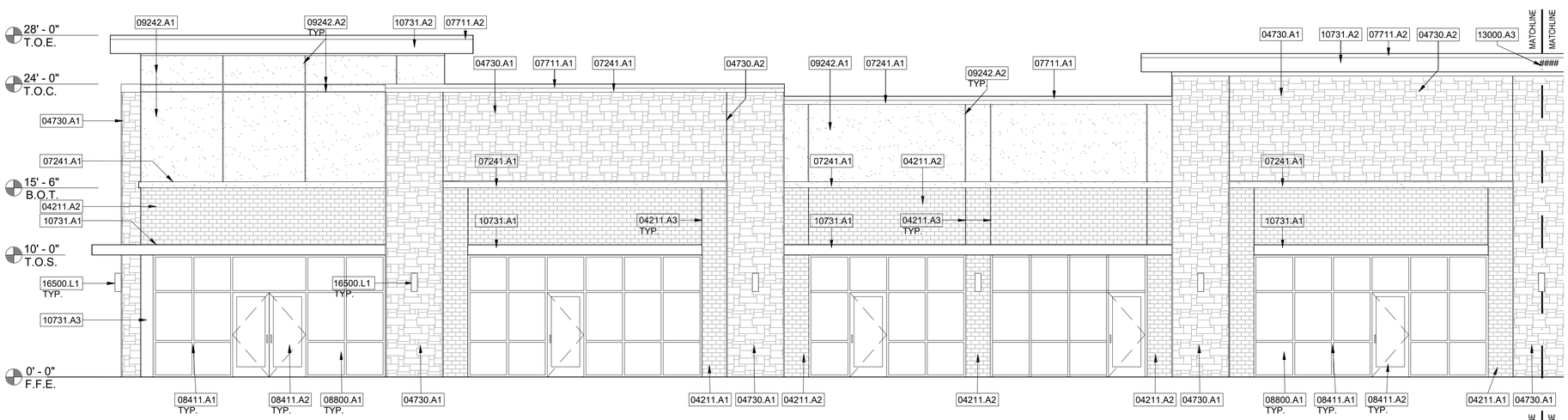
Metrobrick, thin brick, 108 brownstone, wire-cut

Coronado, ProLedge Stone, Dakota Brown

Metrobrick, thin brick, 100 Alabaster, wire-cut

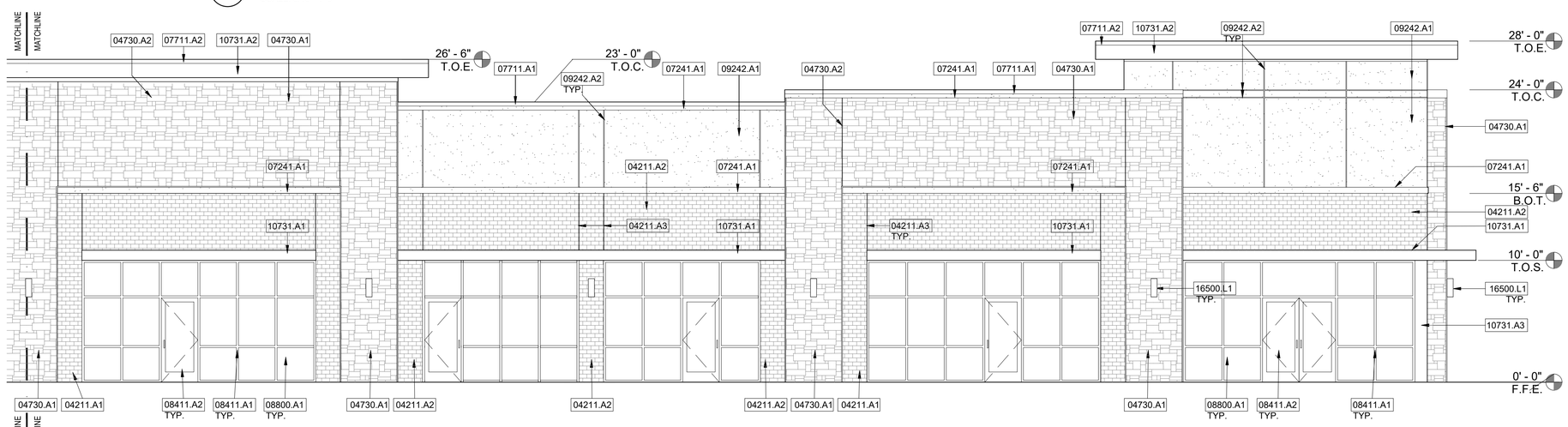
EXTERIOR VIEW
1600 ARROWHEAD
FLOWER MOUND, TX

Date: 06-18-2021



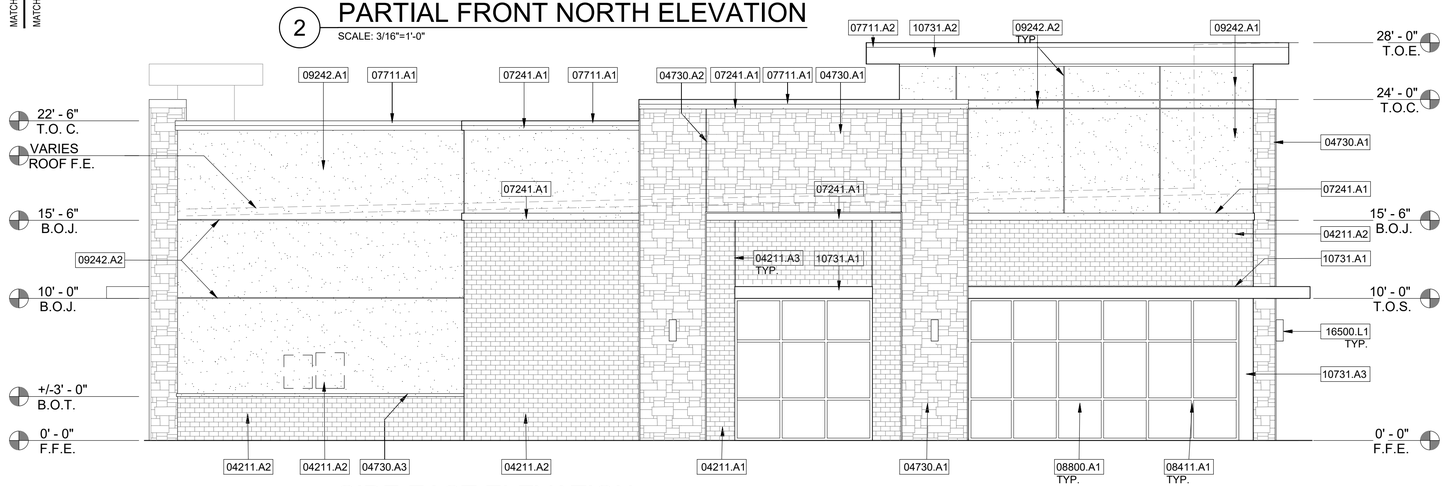
1 PARTIAL FRONT NORTH ELEVATION

SCALE: 3/16"=1'-0"



2 PARTIAL FRONT NORTH ELEVATION

SCALE: 3/16"=1'-0"



3 SIDE EAST ELEVATION

SCALE: 3/16"=1'-0"

SHEET NOTES
BUILDING ELEVATIONS

1. BUILDING TO BE FULLY WATERPROOF. ALL ENVELOPE WALLS WITH ONE LAYER OF WEATHER RESISTIVE BARRIER AND ONE DRAINAGE MAT.

KEYNOTES LEGEND
BUILDING ELEVATIONS

Spec #	Keynote Text
04211.A1	LIGHT COLOR THIN BRICK VENEER ADHERED EXTERIOR, ASTM C1088, MODULAR SIZE, 5/8" W X 2-1/4" H X 7-5/8" L, 100 ALABASTER, BY METROBRICK, WIRE-CUT AND SMOOTH FINISH, FIELD APPLY, RUNNING BOND WITH CORNER ACCESSORIES, BUFF GROUT
04211.A2	DARKER COLOR THIN BRICK VENEER ADHERED EXTERIOR, ASTM C1088, MODULAR SIZE, 5/8" W X 2-1/4" H X 7-5/8" L, 108 BROWNSTONE, BY METROBRICK, WIRE-CUT AND SMOOTH FINISH, FIELD APPLY, RUNNING BOND WITH CORNER ACCESSORIES, GRAY GROUT
04211.A3	BRICK VERTICAL CONTROL JOINT, SEALANT COLOR TO MATCH GROUT
04730.A1	STONE VENEER, DRY-STACK, PRO-LEDGE DAKOTA BROWN , BY CORONADO
04730.A2	STONE JOINTS, SEALANT COLOR TO MATCH THE STONE
04730.A3	PRECAST SILL, 900 SERIES, OFF WHITE, 2-2/1" W X 2-1/2" H, BY CORONADO
07241.A1	TRIMS AND CORNICES, FINE SAND TEXTURE, ACRYLIC STUCCO FINISH ON FOAM SHAPE, COLOR TO MATCH SW 7551 GREEK VILLA, 6" OR 8" H,RE: DETS.
07711.A1	PRE-FINISHED SHEET METAL PARAPET COPING AND EXPOSED FLASHING. DARK BRONZE COLOR, PAC-CLAD
07711.A2	PRE-FINISHED METAL EDGE FLASHING, DARK BRONZE COLOR, PAC-CLAD
08110.A1	SINGLE HOLLOW METAL DOOR, FRAME AND HARDWARE, TO COMPLY WITH TAS (EXCEPT AT RISER ROOM), PRIME AND PAINT, SW 7055 ENDURING BRONZE.
08411.A1	ALUMINUM FRAMING, KAWNEER 451T METAL FRAME WITH THERMAL BREAK, ANODIZED ALUMINUM, DARK BRONZE FINISH
08411.A2	DRIVE THRU WINDOW WITH SINGLE PANEL SLIDER, MANUAL OPEN/SELF CLOSE, ALUM. AND GLASS SPECS SAME AS STOREFRONT
08411.A3	SINGLE OR DOUBLE ALUMINUM AND GLASS ENTRANCE DOORS, RE: DOOR SCHEDULE, COLOR TO MATCH STOREFRONT
08800.A1	GLAZING LOW E-COATED, CLEAR INSULATING GLASS, 1", TWO LAYERS OF FULLY TEMPERED FLOAT GLASS WITH AIR IN BETWEEN. RE: WINDOW SCHEDULE
09242.A1	STUCCO WITH FINE SAND TEXTURE FINISH, COLOR SW 7551 GREEK VILLA. INSTALL CORNER BEADS, CASING BEAD/PLASTER STOP AT REAR DOORS , DRIP FLASHING ABOVE TRIMS AND REAR DOORS, DRIP AT SOFFITS.
09242.A2	3/4" REVEAL CONTROL JOINTS IN STUCCO: VERTICAL JOINTS AT EACH SIDE OF OPENING AND HORIZONTAL AS DIMENSIONED TO CENTERLINE OF REVEAL. INSTALL SPLICE CLIPS AT JOINTS AND FACTORY FABRICATED CONTROL JOINTS INTERSECTIONS. ALL SIDES TO BE SEALED.
09242.A3	M CONTROL JOINTS IN STUCCO, NON CORROSIVE AND PAINTABLE
10731.A1	ALUMINUM CANOPY SYSTEM, ATLAS BY ARCHITECTURAL FABRICATIONS, WITH 12" SOFFITS, NO OVERHEAD SUPPORT WITH RECESSED LIGHTING FIXTURES, FASCIA FLAT ALUM SHEET KYNAR 500 GA.20, DARK BRONZE
10731.A2	ALUMINUM FLAT FASCIA AND 12" SOFFIT AT ACCENT BANDS, .125 THICKNESS, COLOR TO MATCH CANOPIES
10731.A3	ALUMINUM COLUMN COVER, SAME FINISH AS STOREFRONTS
13000.A1	ATTACHED BUILDING SIGN LOCATION, BY TENANT, SEPARATE PERMIT, SIZE PER CITY ORDINANCE
13000.A3	BUILDING FIELD NUMBER #### SIGN 10" HIGH, WHITE, COORDINATE FINAL LOCATION, SIZE AND COLOR WITH POST OFFICE REP.
16000.E2	WALL MOUNTED TEL/TV CABINETS, PRIME AND PAINT SAME COLOR AS REAR DOORS, RE: ELECTRICAL DWGS.
16500.L1	WALL MOUNTED SCONCE LIGHT FIXTURE, LED, BRONZE, BOTTOM AT 7'-6" A.F.F., WATERPROOF OUTLET
16500.L2	WALL MOUNTED LIGHT PACKS, DARK BRONZE, 15' FROM CENTER TO A.F.F.

EXTERIOR ELEVATIONS - MATERIAL CALCULATION

DESCRIPTION	FACADES							
	SOUTH (SF)	%	NORTH (SF)	%	EAST (SF)	%	WEST (SF)	%
1. TOTAL FAÇADE S.F.	5,483		5,828		1,979		1,879	
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BRICK	1,029	19.5%	1,210	29.0%	452	26.7%	704	44.2%
STUCCO	3,414	64.8%	1,050	25.2%	830	49.1%	478	30.0%
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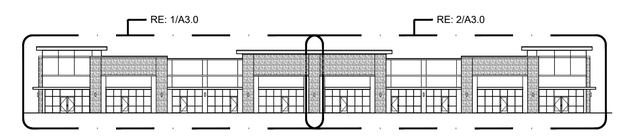
ARCHITECTURAL METALS	170	3.2%	402	9.6%	86	5.1%	86	5.4%



FRONT NORTH ELEVATION

TC Investments, LLC

PROJECT NAME:
1600 ARROWHEAD
1600 ARROW HEAD DRIVE
SWC CROSS TIMBERS ROAD AND FIRESIDE DR.
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

REGISTERED ARCHITECT
MELISSA CABRE
25050
STATE OF TEXAS
09.07.2021

MCP ARCHITECTS
2201 LONG PRAIRIE RD.
STE. 107-77
FLOWER MOUND, TX 75022
T: 214.227.8469
E: cabre@mcparchitects.net

DRAWING TITLE:
BUILDING ELEVATIONS

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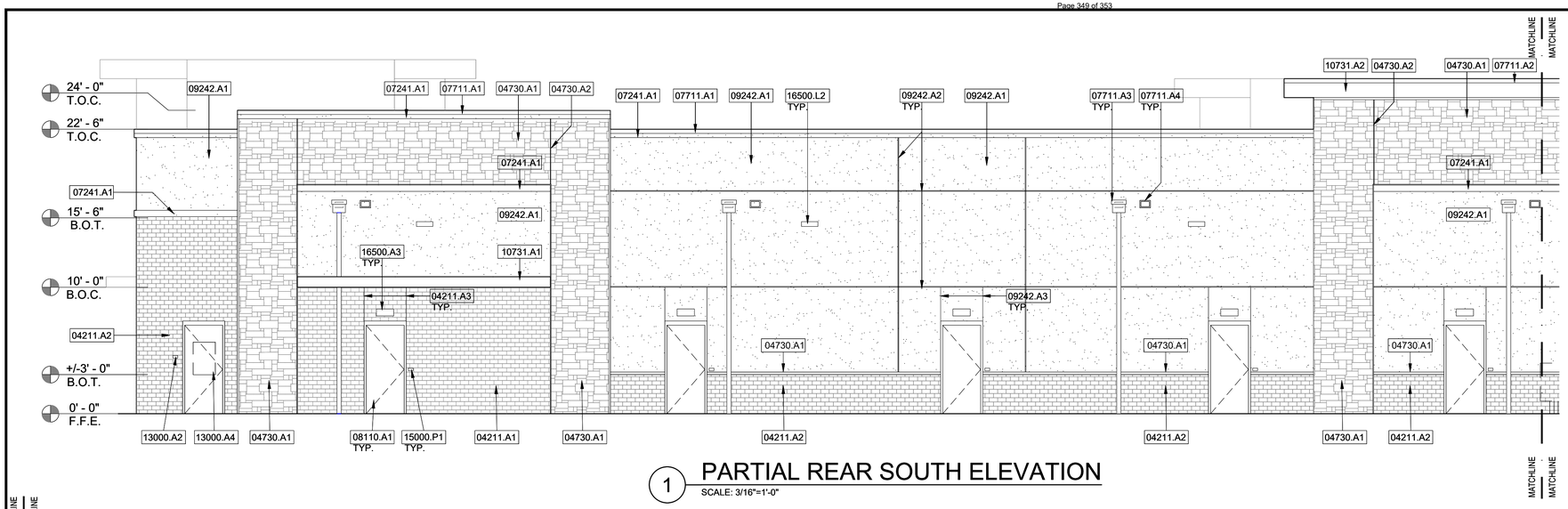
DATE: JUNE 18, 2021

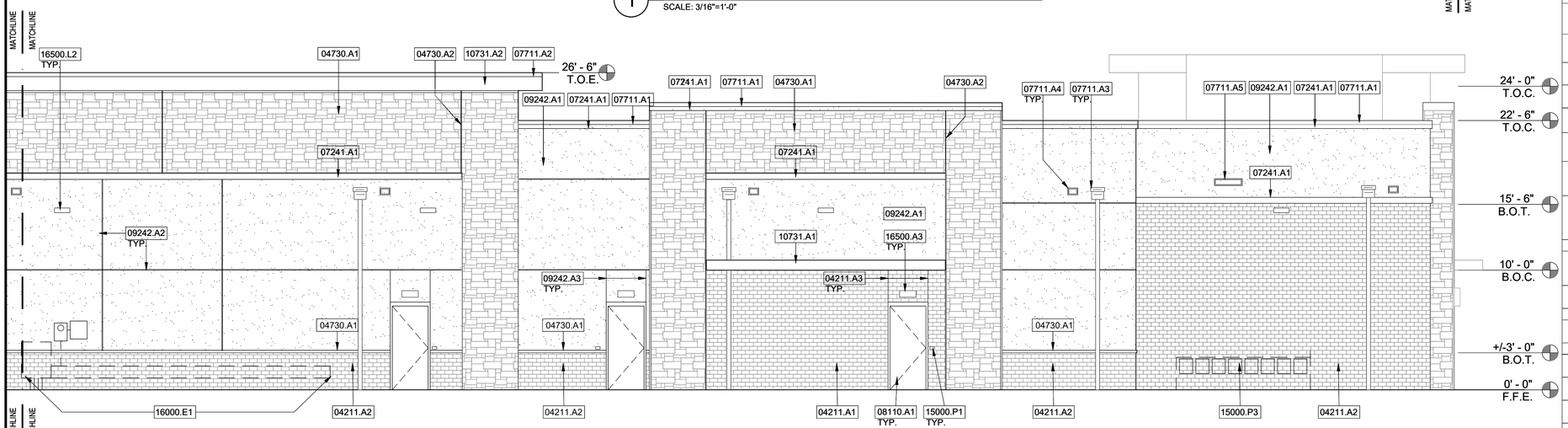
SCALE: AS SHOWN

JOB NUMBER: 19-04

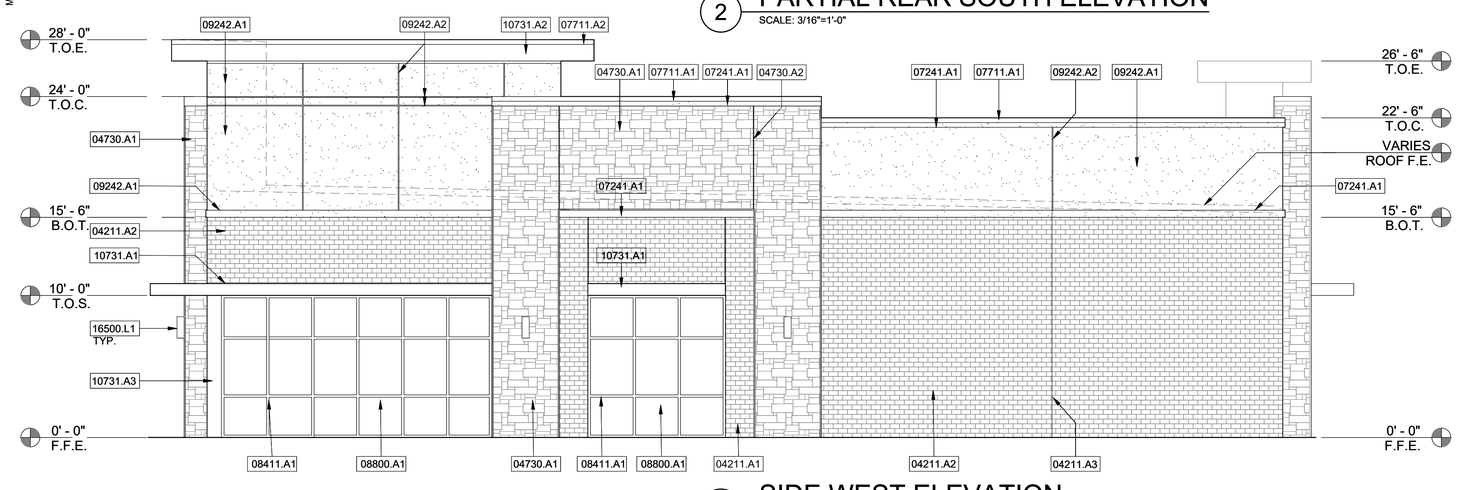
DRAWING NUMBER: A-3.0



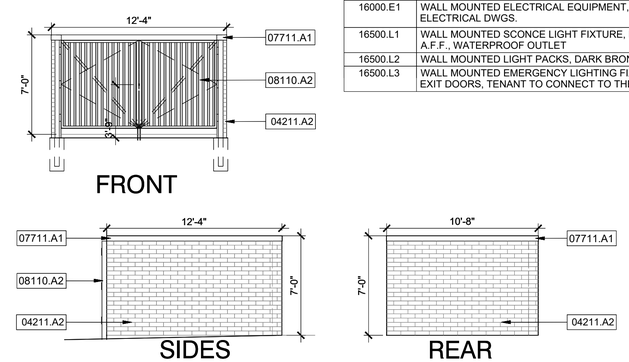
1 PARTIAL REAR SOUTH ELEVATION
SCALE: 3/16"=1'-0"



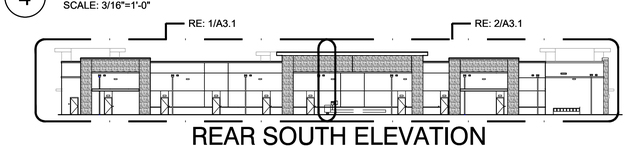
2 PARTIAL REAR SOUTH ELEVATION
SCALE: 3/16"=1'-0"



3 SIDE WEST ELEVATION
SCALE: 3/16"=1'-0"



4 DUMPSTER ENCLOSURE ELEVATIONS
SCALE: 3/16"=1'-0"



REAR SOUTH ELEVATION

SHEET NOTES
BUILDING ELEVATIONS

1. BUILDING TO BE FULLY WATERPROOF. ALL ENVELOPE WALLS WITH ONE LAYER OF WEATHER RESISTIVE BARRIER AND ONE DRAINAGE MAT.

KEYNOTES LEGEND
BUILDING ELEVATIONS

Spec #	Keynote Text
04211.A1	LIGHT COLOR THIN BRICK VENEER ADHERED EXTERIOR, ASTM C1088, MODULAR SIZE, 5/8" W X 2-1/4" H X 7-5/8" L, 100 ALABASTER, BY METROBRICK, WIRE-CUT AND SMOOTH FINISH, FIELD APPLY, RUNNING BOND WITH CORNER ACCESSORIES, BUFF GROUT
04211.A2	DARKER COLOR THIN BRICK VENEER ADHERED EXTERIOR, ASTM C1088, MODULAR SIZE, 5/8" W X 2-1/4" H X 7-5/8" L, 108 BROWNSTONE, BY METROBRICK, WIRE-CUT AND SMOOTH FINISH, FIELD APPLY, RUNNING BOND WITH CORNER ACCESSORIES, GRAY GROUT
04211.A3	BRICK VERTICAL CONTROL JOINT, SEALANT COLOR TO MATCH GROUT
04730.A1	STONE VENEER, DRY-STACK, PRO-LEDGE DAKOTA BROWN, BY CORONADO
04730.A2	STONE JOINTS, SEALANT COLOR TO MATCH THE STONE
04730.A3	PRECAST SILL, 900 SERIES, OFF WHITE, 2-2/1" W X 2-1/2" H, BY CORONADO
07241.A1	TRIMS AND CORNICES, FINE SAND TEXTURE, ACRYLIC STUCCO FINISH ON FOAM SHAPE, COLOR TO MATCH SW 7551 GREEK VILLA, 6" OR 8" H,RE: DETS.
07711.A1	PRE-FINISHED SHEET METAL PARAPET COPING AND EXPOSED FLASHING. DARK BRONZE COLOR, PAC-CLAD
07711.A2	PRE-FINISHED METAL EDGE FLASHING, DARK BRONZE COLOR, PAC-CLAD
07711.A3	PRE-FINISHED SHEET METAL SCUPPER THROUGH PARAPET WALL, 12" W X 8" H, CONNECTING TO COLLECTOR BOX AND 6"X6" DOWNSPOUT AT REAR ELEVATION, SURFACE DISCHARGE, SAME COLOR AS COLLECTORS.
07711.A4	OVERFLOW PRE-FINISHED SHEET METAL SCUPPER AT PARAPET, 12" W X 8" H. SAME COLOR AS SCUPPERS. OVERFLOW SCUPPER BOTTOM ELEVATION AT +1-1/2" MAX. FROM ADJACENT SCUPPER BOTTOM ELEVATION, ADJUST CRICKETS AT ROOF ACCORDINGLY. (PAINT FLASHING TO MATCH ADJACENT FINISH COLOR IF NECESSARY)
07711.A5	PRE-FINISH METAL SCUPPER FOR GAS PIPES PASS THROUGH TO ROOF SAME COLOR AS OTHER SCUPPERS. COORDINATE FINAL LOCATION WITH LOCATION OF GAS MANIFOLD
08110.A1	SINGLE HOLLOW METAL DOOR, FRAME AND HARDWARE, TO COMPLY WITH TAS (EXCEPT AT RISER ROOM), PRIME AND PAINT, SW 7055 ENDURING BRONZE
08110.A2	METAL POSTS AND GATES AT DUMPSTER ENCLOSURE, SW 7055 ENDURING BRONZE
08411.A1	ALUMINUM FRAMING, KAWNEER 451T METAL FRAME WITH THERMAL BREAK, ANODIZED ALUMINUM, DARK BRONZE FINISH
08411.A3	SINGLE OR DOUBLE ALUMINUM AND GLASS ENTRANCE DOORS, RE: DOOR SCHEDULE, COLOR TO MATCH STOREFRONT
08800.A1	GLAZING LOW E-COATED, CLEAR INSULATING GLASS, 1", TWO LAYERS OF FULLY TEMPERED FLOAT GLASS WITH AIR IN BETWEEN. RE: WINDOW SCHEDULE
09242.A1	STUCCO WITH FINE SAND TEXTURE FINISH, COLOR SW 7551 GREEK VILLA. INSTALL CORNER BEADS, CASING BEAD/PLASTER STOP AT REAR DOORS , DRIP FLASHING ABOVE TRIMS AND REAR DOORS, DRIP AT SOFFITS.
09242.A2	3/4" REVEAL CONTROL JOINTS IN STUCCO: VERTICAL JOINTS AT EACH SIDE OF OPENING AND HORIZONTAL AS DIMENSIONED TO CENTERLINE OF REVEAL. INSTALL SPLICE CLIPS AT JOINTS AND FACTORY FABRICATED CONTROL JOINTS INTERSECTIONS. ALL SIDES TO BE SEALED.
09242.A3	M CONTROL JOINTS IN STUCCO, NON CORROSIVE AND PAINTABLE
10731.A1	ALUMINUM CANOPY SYSTEM, ATLAS BY ARCHITECTURAL FABRICATIONS, WITH 12" SOFFITS, NO OVERHEAD SUPPORT WITH RECESSED LIGHTING FIXTURES, FASCIA FLAT ALUM SHEET KYNAR 500 GA.20, DARK BRONZE
10731.A2	ALUMINUM FLAT FASCIA AND 12" SOFFIT AT ACCENT BANDS, .125 THICKNESS, COLOR TO MATCH CANOPIES
10731.A3	ALUMINUM COLUMN COVER, SAME FINISH AS STOREFRONTS
13000.A1	ATTACHED BUILDING SIGN LOCATION, BY TENANT, SEPARATE PERMIT, SIZE PER CITY ORDENANCE
13000.A2	KNOX BOX DARK BRONZE AT 6' A.F.F., RE WITH FIRE MARSHALL
13000.A4	GC TO INSTALL ALL SIGNS AT SPRINKLER DOOR PER FIRE MARSHALL REQUIREMENTS
15000.P1	WALL MOUNTED SUB-WATER METER DIGITAL READER INSIDE A WATERPROOF ELECTRICAL BOX
15000.P3	GAS MANIFOLD, RE: PLUMBING DWGS. FINAL LOCATION TO BE COORDINATED WITH GAS COMPANY
16000.E1	WALL MOUNTED ELECTRICAL EQUIPMENT, PAINT DARK BRONZE, RE: ELECTRICAL DWGS.
16500.L1	WALL MOUNTED SCONCE LIGHT FIXTURE, LED, BRONZE, BOTTOM AT 7'-6" A.F.F., WATERPROOF OUTLET
16500.L2	WALL MOUNTED LIGHT PACKS, DARK BRONZE, 15' FROM CENTER TO A.F.F.
16500.L3	WALL MOUNTED EMERGENCY LIGHTING FIXTURE, DARK BRONZE, ABOVE EXIT DOORS, TENANT TO CONNECT TO THEIR PANEL

TC Investments, LLC

PROJECT NAME:
1600 ARROWHEAD
1600 ARROW HEAD DRIVE
SWC CROSS TIMBERS ROAD AND FIRESIDE DR.
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

REGISTERED ARCHITECT
MELISSA CABRE
25050
STATE OF TEXAS
09.07.2021

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2201 LONG PRAIRIE RD.
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BUILDING ELEVATIONS

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DATE: JUNE 18, 2021
SCALE: AS SHOWN
JOB NUMBER: 19-04
DRAWING NUMBER: A-3.1

Town Council Future Agenda Items

SCHEDULED	**10/4/2021**	Consent	Consider approval of an ordinance amending Appendix A "Fee Schedule" to update Library fees.
		Consent	Consider approval of the minutes from a special meeting of the Town Council held on September 27, 2021.
		Consent	Consider approval of an Interlocal Agreement with the TML Health Benefits Pool for continued access to the Deer Oaks Employee Assistance Program at a discounted rate for Town of Flower Mound Employees
		Consent	Consider approval of the award of RFP No. 2021-75-A for Administrative Services Only (ASO) for Medical, Dental & Vision to Blue Cross Blue Shield of Texas in the estimated annual amount of XXXXXXXXXXXXXXXXX and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Approval to repair Town of Flower Mound's Fire Station 4 and Fire Station 5 roof damage from April 2021 storms
		Consent	Placeholder: DCAD Board of Directors Nomination
		Consent	Consider approval of the minutes from a special meeting of the Town Council held on September 16, 2021.
		Consent	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 limit of residential streets within the Town of Flower Mound to 25 mph. (The Transportation Commission recommended approval by a vote of 5 to 1 at its October 13, 2020, meeting).
		Presentation	Presentation on the upcoming Shop Local Week (November 1-7, 2021)
		Presentation	Proclamation and presentation of Hometown Hero to brothers Ryan Dane and Taylor Behrens (Ryan will be accepting the proclamation on behalf of his brother)
		Regular	Public Hearing to consider an ordinance amending the Land Development Regulations (LDR21-0001 – Parking and Accessory Structures) by amending Chapter 74 entitled “General Provisions,” Chapter 82 entitled “Development Standards,” and Chapter 98 entitled “Zoning,” of the Town’s Code of Ordinances to amend and propose new standards for accessory buildings, and off-street parking and stacking standards for the purpose of clarifying and updating certain sections. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its September 27, 2021, meeting.)

SCHEDULED	**10/4/2021**	Regular	Public Hearing to consider an ordinance for rezoning (ZPD21-0004 – Spinks Road Tract) from Agricultural District uses to Planned Development District No. 182 (PD-182) with Single Family District-15 uses and with certain exceptions and modifications to the Code of Ordinances, including but not limited to an exception to 'Underground Utilities' pursuant to Section 82-377, Exceptions, and an exception to 'Depth' pursuant to Section 90-272, Lot depth, lines, and frontage. The property is generally located east of Long Prairie Road and north of Spinks Road. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its September 27, 2021, meeting.)
		Regular	Public Hearing to consider an ordinance amending the Master Plan (MPA21-0006 – Spinks Road Tract) to amend Section 1.0, Land Use Plan, of the Master Plan, and Section 2.0 Area Plans, of the Master Plan, to change the current land use designation from Estate Residential and Lakeside Business District with Campus Commercial uses to Low Density Residential uses. The property is generally located east of Long Prairie Road and north of Spinks Road. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its September 27, 2021, meeting.)
		Regular	Public Hearing to consider an ordinance amending the Land Development Regulations (LDR21-0002 – Legislative Updates) by amending Chapter 78 entitled "Administration," and Chapter 90 entitled "Subdivisions," of the Town's Code of Ordinances to amend and propose new regulations for variances considered by the Board of Adjustment, construction signs, and traffic signs for the purpose of meeting new state law requirements and creating sign requirements for future stub-outs. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its September 27, 2021, meeting.)
		Regular	Public Hearing to consider an application for a tree removal permit (TRP21-0012) for forty-eight (48) specimen trees on property proposed for development as Silveron Flower Mound Duke. The property is generally located north of Long Prairie Road and east of Silveron Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 7 to 0 at its July 6, 2021, 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 1.0, 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. (At their August 30, 2021 meeting, the Planning and Zoning Commission made a motion to table this item to their September 13, 2021 meeting. The motion passed by a vote of 6 to 0.) (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its September 13, 2021, meeting.)

SCHEDULED	**10/4/2021**	Regular	Public Hearing to consider an ordinance amending the zoning (ZPD21-0005 – Emerald Place) from Agricultural District uses to Planned Development District No. 183 (PD-183) 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 Roadand south of Kirkpatrick Lane. (At their August 30, 2021 meeting, the Planning and Zoning Commission made a motion to table this item to their September 13, 2021 meeting. The motion passed by a vote of 6 to 0.) (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its September 13, 2021, meeting.)
		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 by a vote of 5 to 1 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 by a vote of 5 to 1 at its August 30, 2021, meeting.)
	10/18/2021	Consent	Hound Mound Parking & Restroom - CO2
		Consent	Lift Station Improvements & Decommissioning Phase III - Desgin Amendment 1
		Presentation	Proclamation and presentation of Hometown Hero to Mathew Fleitman
	11/1/2021	Consent	Consider approval of Amendment No. 1 to the Fiscal Year 2021-2022 Capital Improvement Program.
		Presentation	Proclamation to designate November as Arts Month in Flower Mound.

SCHEDULED	**11/15/2021**	Consent	Consider approval of a Professional Services Contract with Promoter Line, Inc., to provide professional event production and planning services for the Independence Fest, in an amount not-to-exceed $_____ and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2022 Independence Fest (The Parks Board recommended approval by a vote of ___ to ___ at _____ meeting).
		Presentation	Animal Services Board Update
	12/1/2021	Consent	Consider approval of a Charter Service Agreement with _____ in an annual amount not-to-exceed $_____, to provide shuttle buses for various special events and the day camp program; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.
	12/20/2021	Presentation	Community Development Corporation and Parks Board Update
	1/17/2022	Presentation	Cultural Arts Commission Update
	2/21/2022	Presentation	Environmental Conservation Commission Update
	3/21/2022	Presentation	School Liaison Committee Update
	4/18/2022	Presentation	Veterans Liaison Update
	5/16/2022	Presentation	Transportation Commission Update