

Town Council Regular Meeting



June 5, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

Comments regarding any agenda item can be sent to the Town Council by emailing towncouncil@flower-mound.com or by calling 972.874.6005 and leaving a message.

AGENDA

A. CALL 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. PRESENTATION(S)

1. Proclamation and presentation of Hometown Hero banner to Andrew Upchurch
2. Community Support Organizations Presentations - Part 1

E. PUBLIC COMMENT

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- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects

3. Organizational Updates
4. Legislative Update
5. Adaptive Signalization Update

H. FUTURE AGENDA ITEM(S)

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 that 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. June 15 - Strategic Planning Retreat (10am - 5pm)
2. June 19 - Regular meeting

J. CONSENT ITEM(S)

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 5/16 & 5/18 - Consider approval of the minutes from a regular meeting held on 5/16, and a work session held on 5/18.
2. Lakeside Parkway Capacity Improvements - Design PSA - Consider approval of a Professional Services Agreement with Teague Nall and Perkins, Inc., for the design phase services associated with the Lakeside Parkway Capacity Improvements project, in the amount of \$760,000.00; and authorization for the Mayor to execute same on behalf of the Town.
3. Easement Abandonment 2141 Midway Road - Consider approval of an ordinance vacating and abandoning of the existing 15-foot utility easement for 2141 Midway Road located along the east property line of Tract 1, Lot 22A, Block B, Twin Coves Estates Subdivision. The property is located south of Wichita Trail and west of Simmons.
4. Easement Abandonment at 4816 Mesquite Street - Consider approval of an ordinance vacating and abandoning the southern 172 feet of the existing 15-foot utility easement located at 4816 Mesquite Street along the east property line of Lot 1R, Block 29, Pecan Acres Subdivision. The Pecan Acres is generally located west of 2499 and north of West Windsor Drive.
5. 4th FY 22-23 Budget Amendment - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2022, and ending on September 30, 2023, as adopted by Ordinance No. 45-22 and amended by Ordinance No. 60-22, No. 06-23 and No. 16-23 for adjustments to the General Fund and Vehicle and Equipment Replacement Fund.
6. Vehicle purchase - Consider approval of the purchase of (1) 2023 Chevrolet Express 3500 Van w/ KUV Body and Side Mount Ladder Racks for a grand total of \$60,566.60 utilizing the TIPS USA Contract # 210907.

7. Forest Vista AC Water Line Decommissioning - Design PSA - Consider approval of a Professional Services Agreement with Criado & Associates, Inc., for the design phase services associated with the Forest Vista AC Water Line Decommissioning project, in the amount of \$39,500.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Purchase custodial supplies - Consider approval to utilize the City of Mesquite's bid #2020-027 with Master Cleaning Supply, Inc. to provide additional custodial supplies for all Town facilities in the estimated annual amount of \$80,000.
9. Audit Engagement Letter 2023 - Consider approval of the engagement letter with Eide Bailly, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2023; and authorization for the Mayor to execute same on behalf of the Town.
10. 2023 PWERT Message Board Trailer - Consider approval of an MOU to accept the transfer of the Public Works Emergency Response Team (PWERT) message board trailer from the City of Rowlett that was awarded to the City as part of the Homeland Security Grant Program; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

1. SUP22-0006– 6201 Shoreview Accessory Dwelling - Public Hearing to consider an ordinance granting Specific Use Permit No. 483 (SUP22-0006– 6201 Shoreview Accessory Dwelling) to permit an accessory dwelling. The property is generally located south of Shoreview Court and west of Bayshore Drive. (PZ recommended approval by a vote of 6 to 0 at its May 8, 2023, meeting.)
2. Property Tax Exemptions - Hold a discussion and provide direction for property tax homestead and other exemptions.
3. Employee Surveys and Recruitment / Retention - Presentation and discussion regarding the 2022 Employee Survey, the 2022 Supplemental Employee Survey, and employee recruitment and retention practices.

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: All Together Flower Mound Commission, Animal Services Board, Capital Improvements Advisory Committee, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission Task Force, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (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 Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as follows:

1. Consultation with Town Attorney.
 - a. Canyon Falls Park Project

- b. Legal advice regarding Interim Holding parcels in Town
 - c. Oncor Switch and Substation project, and CCN for the Ramhorn Hill - Dunham 345 kv transmission line
 - d. Engagement of outside counsel for La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al.
 - e. Potential consultant engagement for economic development services
2. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
 3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
 4. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, and proposed Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, PID, MMD, and MUD.

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

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: June 2, 2023, at 9:30 a.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 accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

To preview upcoming items of business that may appear on future agendas click [HERE](#).

Town Council Regular Meeting



May 16, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

A public reception will be held at 5:30 pm in the Town Hall lobby for outgoing and newly elected council members.

DRAFT MINUTES

A. CALL TO ORDER

Mayor France called the meeting to order at 6:00 p.m. with the following members present:

Derek France, Mayor
Sandeep Sharma, Mayor Pro Tem (Items A-G)
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Brian Taylor, Councilmember Place 3
Jim Engel, Councilmember Place 4

Chris Drew, Place 2 (Items H - M)

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

Theresa Scott, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer

B. INVOCATION

Chaplain McNamer gave the 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."

Mayor France led the pledges.

D. PRESENTATION(S)

1. Certificate of Achievement, Marcus Girls Soccer - UIL 6a State Champions
Mayor France presented a Certificate of Achievement to the Marcus Girls Soccer team in recognition of their UIL 6a state championship.
2. Public Works Week Proclamation (May 21- 27)

Mayor France presented Clay Riggs, Director of Public Works, with a Proclamation in recognition of Public Works Week.

E. PUBLIC COMMENT

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- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

	Speaker name and address	Subject (as written on the form)
1.	Janvier Werner, 2829 Bob White Ln	Thank yous
2.	KC Walsh, 2120 Helmsford Dr	Not completed

F. CONSENT ITEM(S)

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.

ACTION: Mayor Pro Tem Sharma moved to approve as presented in the agenda caption. Councilmember Engel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes 5/1 - Consider approval of the minutes from a regular meeting held on 5/1.
2. Election Canvass (General) - Consideration and approval of an ordinance canvassing the returns and declaring the results of a General Election held May 6, 2023, for the purpose of electing Council Member Places 2 and 5 and providing an effective date.

ORDINANCE NO. 14-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 6, 2023, FOR THE PURPOSE OF ELECTING COUNCIL MEMBER PLACES 2 AND 5, OF THE TOWN OF FLOWER MOUND, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

3. Election Canvass (Special - Bond) - Consideration and approval of an ordinance canvassing the returns and declaring the results of a Bond Election held on May 6, 2023, by the Town of Flower Mound, Texas.

ORDINANCE NO. 15-23

AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH.

4. Upper Timber Interceptor - BuyBoard Award - Consider approval of Sanitary Sewer Rehabilitation Services related to the Upper Timber Interceptor (Morris Road to One Place Lane) project, to Insituform Technologies, LLC., utilizing The Local Government Purchasing Cooperative Contract #635-21, administered through BuyBoard, in the amount of \$281,576.00.
5. Alcoholic beverages at SIM Chef Competition - Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary Elite Chef Competition on June 22, 2023.
6. TxDOT Grant Resolution - Consider approval of a resolution authorizing the application of a grant proposal to the Texas Department of Transportation (TxDOT) Transportation Alternatives Set-Aside Program 2023 Call for Projects; and authorization for the Mayor to execute same on behalf of the Town.

RESOLUTION NO. 11-23

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS SUPPORTING THE TOWN'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS.

7. Twin Coves Park Housekeeping Agreement - Consider approval of a Contract for Services Agreement with Festac Building Construction, Inc. to provide housekeeping services for Twin Coves Park, at the unit prices bid and to establish an annual bid price contract for routine housekeeping services to clean the rented cabins in an annual estimated amount of \$42,000.00; and authorization for the Mayor to execute same on behalf of the Town. This is the award of Bid No 2023-39-A and the contract is for one-year with four one-year renewal options.
8. Consider approval of an ordinance amending the Tow - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2022, and ending on September 30, 2023, as adopted

by Ordinance No. 45-22 and amended by Ordinance No. 60-22 and No. 06-23 for adjustments to the General Fund.

ORDINANCE NO. 16-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023, AS ADOPTED BY ORDINANCE NO. 45-22 AND AMENDED BY ORDINANCE NO. 60-22 AND NO. 06-23, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

9. Breathing apparatus for firefighters - Consider approval of the purchase of replacement Self Contained Breathing Apparatus from Casco Industries, Inc through BuyBoard Purchasing Contract No. 698-23 in the total amount of \$921,662.43, and authorization for the Mayor to execute same on behalf of the Town.

G. RECOGNITION OF AND REMARKS FROM OUTGOING COUNCILMEMBER SANDEEP SHARMA

Mayor Pro Tem Sharma provided remarks regarding his service and time on Council. Mayor France and members of the Council also provided comments.

H. OATH OF OFFICE FOR NEWLY ELECTED/REELECTED OFFICIALS

1. Administer Oath of Office to newly elected Councilmember Place 2, Chris Drew and issue Certificate of Election.
Ms. Scott administered Oaths of Office to Chris Drew and Mayor France presented him with a Certificate of Election.
2. Administer Oath of Office to reelected Councilmember Place 5, Ann Martin and issue Certificate of Election.
Ms. Scott administered Oaths of Office to Ann Martin and Mayor France presented her with a Certificate of Election.

I. REMARKS FROM NEWLY ELECTED/REELECTED COUNCILMEMBERS

Councilmembers Martin and Drew offered comments relative to the election and Mayor France and members of Council also offered comments.

J. CLOSED MEETING

Mayor France announced that the time is now 6:48 p.m. and the Town Council is convening into a closed meeting pursuant to Texas Government Code chapter 551.074.

1. Discuss and consider election of Mayor Pro Tem

ACTION: Councilmember Adam Schiestel moved to elect Councilmember Jim Engel as Mayor Pro Tem. Councilmember Brian Taylor seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

2. Discuss and consider election of Deputy Mayor Pro Tem

ACTION: Councilmember Adam Schiestel moved to elect Councilmember Ann Martin as Deputy Mayor Pro Tem. Councilmember Chris Drew seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

K. RECONVENE TO REGULAR MEETING

Mayor France announced the time is now 6:54 p.m. and the Town Council is reconvening into an open meeting to take action on the above items.

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.

L. COORDINATION OF CALENDARS

1. May 18 - Work session
Mayor Pro Tem Engel indicated he will not be at the May 18th work session.
2. June 5 - Regular meeting
Mayor France indicated he would not be at the June 5th meeting.

3. Discuss and consider date and time options for a Strategic Planning Retreat on June 15.

Mr. Dalton provided background information on this item and indicated that staff is proposing having an in-town offsite, all-day (i.e. 9 am - 4 pm) retreat. There was Council consensus to proceed with the daytime retreat on June 15 between 10 am and 5 pm.

M. ADJOURN

Mayor France adjourned the meeting at 7:00 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session & Possible Quorum

May 18, 2023

Town Hall

2121 Cross Timbers Road

Flower Mound, TX 75028

6:00 p.m.



A quorum of the members of the boards, commissions, committees, and task force referenced below may be present at this Town Council work session.

No formal action will be taken, but it is possible that discussions could occur which could be construed to be "deliberations" within the meaning of the Open Meetings Act; therefore, this event will be treated as an "open meeting" and the public will be allowed to observe.

DRAFT MINUTES

A. CALL TO ORDER

Mayor France called the meeting to order at 6:00 p.m. with the following members present:

Derek France, Mayor
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3

with the following member(s) absent:
Jim Engel, Mayor Pro Tem

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

Theresa Scott, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer

B. INVOCATION

Mayor France gave the invocation.

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

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Mayor France led the pledges.

D. PUBLIC COMMENT

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- Speakers must address their comments to the Town Council
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	Speaker name and address	Subject (as written on the form)
1.	Fred Vincent, 3933 Bordeaux Cir, Flower Mound	Historical Commission Task Force

E. WORK SESSION ITEM

Mayor France provided background information regarding the purpose of tonight's work session.

At the end of the updates by board members there was Council discussion regarding:

- Appreciation for the various board representatives that came to speak
 - How both Council and the board members benefited from the discussion
 - Opportunities for chairs, vice chairs, and board members to collaborate and brainstorm ideas where they can work together given there is some overlap in their work and there could be heightened outcomes if they worked together on some things
1. The following Boards, Commissions, Committees, or Task Force to provide status update reports relative to their duties and responsibilities and receive feedback from Town Council:

Chairs and Vice Chairs from the following boards provided updates regarding accomplishments or projects they are currently working on.

- a. Animal Services

There was Council discussion regarding:

- If the board has enough work to do
- Volunteer outreach programs

- b. Cultural Arts

There was Council discussion regarding:

- Clarification regarding removing the function of grant reviews for Community Support Funding
- Wall art displays and if there is enough display space and a sufficient number of applicants requesting their art be displayed
- Mural reproductions

c. Environmental Conservation

There was Council discussion regarding:

- Composting collection and the pilot program
- Interest in a green waste program
- Wildlife certification criteria
- Interest in ECC having tree removal consideration for mixed-use
- Composting and recycling at Independence Fest
- Composting educational resources
- Green waste/composting, community garden, and acorn to oaks at Green Acres

d. Historic Commission Task Force

There was Council discussion regarding:

- Possibility of having a location to display their work done so far, as well as Town history in general
- Past interest in history

e. Parks

There was Council discussion regarding:

- Interested in the Park Board's recommendation for tennis and pickleball courts

f. School Liaison

There was Council discussion regarding:

- Other ISD's listings on the school resource page

g. Transportation

There was Council discussion regarding:

- Sidewalk links
- Kirkpatrick Ln CIP project
- Adaptive signal technology, including follow-up reporting
- Golf carts on the street
- Autonomous vehicles technology
- High-speed areas

h. Veterans Liaison

There was Council discussion regarding:

- Funding for speakers
- Veterans Day event could be bigger (potential)
- Consideration for family support groups
- Interest in capturing the history of residents and their service

F. ADJOURN

Mayor France adjourned the meeting at 8:23 p.m.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA J.2. CONSENT ITEM(S)

DATE: June 5, 2023

FROM: Blake Hummel, Senior Project Engineer

ITEM: **Consider approval of a Professional Services Agreement with Teague Nall and Perkins, Inc., for the design phase services associated with the Lakeside Parkway Capacity Improvements project, in the amount of \$760,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Lakeside Parkway Capacity Improvements project includes the widening of Lakeside Parkway between FM2499 and SH121 from the existing four lanes to the master-planned six-lane cross-section. The scope of the Professional Services Agreement includes topographic design survey, subsurface utility engineering, preparation of construction plans & bid documents, signal warrant analysis for Enterprise and Silveron signals, floodplain analysis, and record drawings.

The project will also include signal modifications at Long Prairie, Gerault Road, and Garden Ridge Blvd, assessment of potential traffic signals at the Lakeside Parkway/Enterprise Drive and Lakeside Parkway/Silveron Boulevard intersections, removal and replacement of failed concrete panels associated with the Lakeside Panel Replacement project, repairs to the existing storm sewer system along the project limits, and sidewalk and pedestrian ramp reconstruction, as required.

The project is scheduled to be funded with Roadway Impact Fees, Denton County Bond funds, and project savings.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The decision not to approve the proposed Professional Services Agreement for design would postpone the improvements for Lakeside Parkway required to improve capacity and condition between FM2499 and SH121.

FISCAL IMPACT: \$760,000.00

Proposed Expenditure/(Revenue)
\$760,000.00

Account Number(s):
550-117-78061-6160

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

ATTACHMENTS:

1. Professional Service Agreement - Teague Nall and Perkins, Inc.
2. Form 1295 (Internal Use)

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
TEAGUE NALL AND PERKINS, INC.**

This contract is entered into on this 5th day of June, 2023, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Teague Nall and Perkins, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 3200 S. Interstate 35E, Suite 1129, Denton, TX 76210.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Lakeside Parkway Capacity Improvements project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

**I.
Employment of Consultant**

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Seven Hundred Sixty Thousand and No/100 Dollars (\$760,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the

amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Blake Hummel, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.
Right to Inspect Records

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

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and

shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

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

XIX. **Notice Information**

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

Blake Hummel, P.E.
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 Telephone

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

Christopher Hartke, P.E., CFM
Director of Engineering Services, Principal
Teague Nall and Perkins, Inc.
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
940-205-4409 Telephone
chartke@tnpinc.com

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

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Teague Nall and Perkins, Inc.

By: Christopher Hartke
Name: Christopher Hartke
Title: Director of Engineering Services
Date Signed: 5/4/23

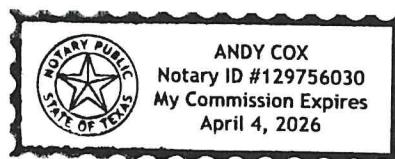
State of Texas §
 §
County of Denton §

This instrument was acknowledged before me on the 4th day of May, 2023, by Christopher Hartke in his capacity as Dir. Eng. Serv. of Teague Nall and Perkins, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Teague Nall and Perkins, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 4th DAY OF May, 2023.

[Signature]
Notary Public, State of Texas

My Commission Expires:
April 4, 2026



SCOPE OF WORK

PROJECT NAME: Lakeside Parkway Capacity Improvements

TNP PROJECT NUMBER: FMD 23092

CLIENT: Town of Flower Mound, TX

ADDRESS: 2121 Cross Timbers Road
Flower Mound, TX 75028

The Town of Flower Mound (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the CONSULTANT or TNP) to perform the following services:

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PROJECT SUMMARY

In general, the scope of Basic Services will provide professional engineering, surveying, and subsurface utility engineering services for preparation of construction plans and bid documents to increase the traffic capacity of Lakeside Parkway from Long Prairie Road (FM2499) to near the intersection of the State Highway 121 Frontage Road. The existing roadway section is a four-lane, median-divided roadway with nominal median widths of 30 to 44 feet wide. The proposed project will expand the existing roadway by adding a lane in each direction. Widening will be toward the centerline of the road and thereby reducing the median width. Additionally, the project goals include replacement of damaged storm drains and damaged sections of the existing roadway. A detailed scope of services is included as **Attachment A**.

Summary of the basic project elements:

- Task 1: Topographic Design Surveying
- Task 2: Subsurface Utility Engineering for Signals (SUE) (Level B Only)
- Task 3: Construction Plans & Bid Documents
- Task 4: Signal Modifications at Long Prairie, Gerault, and Garden Ridge
- Task 5: Signal Warrant Analysis for Enterprise and Silveron
- Task 6: Floodplain Analysis
- Task 7: Irrigation Plans
- Task 8: Stakeholder Meeting
- Task 9: Utility Coordination
- Task 10: Bid and Construction Support

ATTACHMENT A: Scope of Services

SCOPE OF BASIC SERVICES

Task 1: Topographic Design Survey

CONSULTANT shall provide office and field work necessary to perform a Topographic Design Survey for a portion of Lakeside Parkway between Long Prairie Road and TX 121 SB Frontage Road.

The Survey will identify the topography, visible features and above ground improvements including pavement, curbs, fences, signs, sidewalks, visible utilities, manholes, valves, landscaped areas, and other pertinent features within the project area as necessary for engineering design. In addition, specific pavement sections marked on the ground for replacement by the CLIENT will be located. The survey limits will extend to the approximate right of way on each side of Lakeside Parkway and will include approximately 300 LF of Lake Forest Boulevard south of its intersection with Lakeside Parkway. A minimum of sixteen (16) horizontal and vertical control points shall be established at strategic locations within or near the project area for use during the design and construction phases of the project.

Texas811 will be notified to coordinate marking of underground utilities. However, lacking excavation, the exact location of underground utilities and features cannot be accurately depicted. Occasionally, some utility owners elect to disregard 811 Survey/Design tickets, which results in those utilities not being marked. If more detailed information is required, then expanded Subsurface Utility Engineering (SUE) may be provided as an additional service.

All survey information provided by the CONSULTANT will be referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone No. 4202; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Elevations will be referenced to NAVD88 datum as derived from RTK observations. Orthometric heights will be calculated by applying the Geoid 12B model to ellipsoid heights.

CONSULTANT shall perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

Task 2: Subsurface Utility Engineering for Signals (SUE) (Level B only)

The CONSULTANT will provide Subsurface Utility Engineering (SUE) services for the cross-street intersections along Lakeside Parkway as described below. Survey services to tie utility crossing marks and identifiers placed during the subsurface utility designating and locating effort will be provided in this contract.

Quality Level B through D Utility Information & Designation - TNP will provide utility information, up to QL-B, for the following areas:

- a. The intersection of Lakeside Parkway and Long Prairie Rd (FM 2499) - 75 feet along each leg of Long Prairie and 100 feet along the east leg of Lakeside Parkway for the entire existing right of way. The west leg of the intersection is not included in this scope.
- b. The intersection of Lakeside Parkway and Gerault Rd - 100 feet along each leg of Gerault, 250 feet along the west leg of Lakeside Parkway, and 350 feet along the east leg of Lakeside Parkway for the entire existing right of way.
- c. The intersection of Lakeside Parkway and S Garden Ridge Blvd - 100 feet along Garden Ridge and 100 feet along each leg of Lakeside Parkway for the entire existing right of way.

This work includes:

- a. Requesting utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-C or D) will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
- b. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectable indications of the location of anticipated subsurface utilities.
- c. Marking all locations that can be validated, using paint, flags, or other devices.
- d. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
- e. Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed, and sealed by a professional engineer in the state of Texas.

GENERAL UNDERSTANDING:

The following represents the general understanding between the Client and Engineer regarding the basis and limitations under which these subsurface utility designating and locating services are provided:

- a. These services will be conducted and provided in general compliance with CI/ASCE 38-22 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
 - i. Quality Level D (QL-D) - Generally QL-D indicates information collected or derived from research of existing records and/or oral discussions.
 - ii. Quality Level C (QL-C) - Generally QL-C indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-D information. Incorporates QL-D information. (Limited in this scope, this scope is to cover underground utility crossings)
 - iii. Quality Level B (QL-B) - Generally QL-B, also known as “designating” indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-D & QL-C information.
 - iv. Quality Level A (QL-A) - Generally QL-A, also known as “locating,” indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-D QL-C & QL-B information.
- b. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities to allow potential utility conflicts to be minimized or eliminated.
- c. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-22 by exercising due diligence regarding records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
- d. Facilities that are discovered through field investigative efforts by the Engineer, but no plan

records or ownership data can be identified will be hereafter referred to as unknown. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.

- e. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
- f. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
- g. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
- h. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any excavation, grading and/or construction within the project site.

Task 3: Construction Plans & Bid Documents

The CONSULTANT will develop construction plans for the roadway improvements based on the survey, SUE data, and applicable Town requirements. The overall objective of the project is to expand the vehicular capacity of the roadway by adding one eastbound lane and one westbound lane within the existing median. Some portions of the existing corridor do not have sufficient width in the median to accommodate the new through lanes, therefore the overall width of the road will need to increase by means of ROW acquisitions. This expansion of the ROW may require additional services associated with the floodplain near the bridge, which can be added to this contract by an amendment. The additional lanes require modification of existing traffic signals at the intersections of Lakeside Parkway and Long Prairie, Gerault, and Garden Ridge. A secondary objective of the project is repair of existing damaged pavement and subgrade failures along the corridor. Additionally, the project will include replacement of sections of damaged storm drain pipes, addition of new storm drain manholes to improve drainage maintenance access, and adjustment of storm drain infrastructure as required for the roadway improvements. Finally, existing sidewalks and ramps will be reconstructed where it impacts design.

The Construction Plans will consist of the following elements:

- a. Street paving:
 - i. Cover sheet.
 - ii. General notes and proposed typical sections for lane widenings, turn lanes, and for repair sections.
 - iii. Paving plans showing additional lanes in the medians and areas designated for pavement replacement. Design of paving profiles are not included, and a corridor model will not be included.
 - iv. Grading spot elevations for pavement repair areas if required to adjust existing roadway slopes. Grading plans will not be provided for shorter repair sections or sections with straight

- slopes.
- v. Design for relocation of existing turn lanes.
- vi. Special details.
- vii. Paving details.
- viii. Assumes pavement repairs will be required for about one-third of the corridor length.
- ix. Plans will include light pole removals only. Illumination design and plans will be provided by others.
- b. Sidewalk replacements:
 - i. Sidewalk replacements will be shown on the paving plans.
 - ii. Sidewalk ramps and street crossings.
 - iii. Sidewalk details.
 - iv. Assumes sidewalk replacements will be required for 20% along both sides of the corridor length.
 - v. Includes coordinating and submitting plans to the TDLR for review. TDLR review fees will be reimbursable by the Town.
- c. Storm drainage
 - i. Overall replacement map showing the locations and limits of storm drain replacements based on the Town's investigation into existing damaged pipes.
 - ii. Storm drain plans and profiles for pipes being replaced and for inlet adjustments.
 - iii. Locations of additional manholes on existing storm drain lines.
 - iv. Storm drain details.
 - v. Assumes 25% of storm drain laterals along the roadway corridor will require replacement.
- d. Retaining walls
 - i. Plan and profiles for retaining walls along the roadways in locations where needed due to grading constraints in the ROW and along the floodplain.
 - ii. Structural details for wall over four feet tall.
 - iii. Retaining wall details
 - iv. Assumes up to 1,000 linear feet of retaining wall.
- e. Construction phasing and traffic control details
 - i. Construction phasing plans for up to four phases of construction.
 - 1. Utility adjustments and storm drain rehabilitation
 - 2. Panel replacements for eastbound lanes
 - 3. Panel replacements for westbound lanes
 - 4. Median lane paving
 - ii. Traffic control notes and project specific requirements.
 - iii. Traffic control details including standard details and project specific details.
- f. Pavement marking plans
 - i. Overall pavement marking plans
 - ii. Typical pavement marking details.
 - iii. Detailed pavement marking plans for major street intersections.
 - iv. Location, details, and specifications for a mid-block pedestrian crossing west of Garden Ridge utilizing a HAWK style pedestrian signal.
 - v. The Town will provide roadway signs; therefore, no signage plans are included.
- g. Restoration
 - i. Restoration will be handled by notes or shown on the paving plans.
 - ii. All disturbed areas within the medians will be restored by sodding.
 - iii. Select areas in the parkways will be identified for sod restoration where turn lanes or lane widening causes disturbance.
 - iv. Limited planting areas will be designated to match existing within select median sections.
 - v. The plans will identify the placement of stamped concrete in the medians per Town standard details.
 - vi. No detailed landscape plans will be prepared.
 - vii. Design or replacement of existing monument signage is not included.

- viii. No tree plantings are included.
- h. Project Manual
 - i. The project manual will be based on front-end contract documents provided by the Town.
 - ii. Technical specifications will refer to Town standard specifications first, NCTCOG standard specifications second, and TxDOT specifications third.
 - iii. Bid proposal quantities will be provided in Town standard format.
- i. Opinion of Construction Cost
 - i. The CONSULTANT will provide opinions of cost at each deliverable phase of the project in order to help the Town determine the best options to accomplish the project.

The preparation of the construction plans will include submittals according to the deliverables listed in Attachment B and the timeline for the project will be according to the schedule provided in Attachment D.

Task 4: Signal Modifications at Long Prairie, Gerault, and Garden Ridge

This task will consist of coordination and design for necessary modifications to the intersections of Lakeside Parkway and Long Prairie, Gerault, and Garden Ridge. Design Intersection signalization for Silveron and Enterprise is included below as an additional service. The CONSULTANT will coordinate with the Town staff to establish design requirements and collect relevant design data including traffic counts and the Town's signal design format and preferences. The CONSULTANT will conduct a field visit to verify items shown in the collected data files. Based on the information provided, The CONSULTANT will prepare signal modification plans more specifically described as follows:

Design Plans and calculations will be a part of the roadway construction plans and will include the following:

- a. Develop plan sheets for permanent traffic signal improvements based on files provided.
- b. Location of poles and foundations, signal cabinet, power source, signal heads, vehicle detectors, and emergency vehicle pre-emption.
- c. Existing utility information, based on Subsurface Utility Engineering (SUE), provided will be included on design plan sheets.
- d. The plan sheets for the signal modification plans will include:
 - i. General notes
 - ii. Existing Conditions with removals
 - iii. Traffic signal design plan sheet showing proposed conditions with pavement markings and curb ramps.
 - iv. Corner details sheet
 - v. Signal design summary tables and charts
 - vi. City and/or TxDOT standard detail sheets

The preparation of the signal modification plans will include submittals at 60%, 90%, and 100% according to the deliverables listed in Attachment B and the timeline for the project will be according to the schedule provided in Attachment D.

Task 5: Signal Warrant Analysis for Enterprise and Silveron

TNP will perform Traffic Counts and a Traffic Signal Warrant Analysis to determine whether installation of a traffic control signal is justified at the intersection of Lakeside Parkway and Silveron. The effort will include 24 hour turning movement counts performed by a subconsultant. It is assumed that intersection accident history data will be provided by the City.

The Traffic Signal Warrant Analysis will include a model to show the LOS of the existing intersections and potential signal improvements including auxiliary turn lanes. A technical memo will be prepared with results of the Warrant and LOS analysis results and conclusion and submitted in Draft form for

review and comment. TNP will attend once (1) comment review meeting. Deliverables will include a Draft and a Final technical memo in PDF format.

Task 6: Floodplain Analysis

The lane expansions will require widening of the roadway corridor near the existing bridge, which will require evaluation of the floodplain adjacent to the roadway to determine potential impacts to the water surface elevation and flow velocities.

The CONSULTANT will obtain available FEMA models for the floodplain and perform analysis on the proposed roadway expansion to determine whether the improvements cause any impacts to the floodplain. The CONSULTANT will evaluate design options to eliminate any rise in the water surface elevation due to the proposed roadway widening. If the proposed improvements cause impacts to the floodplain that cannot be mitigated, then additional FEMA coordination and permitting services may be required.

Task 7: Irrigation Plans

CONSULTANT will provide irrigation design plans for the medians along approximately one mile of Lakeside Parkway eastward from the east side of Gerault Road and ending near the Mohawk Industries building. that will consist of minimum requirements to meet the applicable landscape ordinance for the Town of Flower Mound.

Included in this item:

- a. Drawing submittals at 90% (mainline and parts only), and 100% (detailed irrigation plans)
- b. Irrigation Plan Submittal: Consultant will submit an Irrigation Plan for Town review and approval and then revise plans based upon Town comments.
- c. Up to three (3) virtual design team meetings to coordinate design elements and verify owner expectations for the level of finish.
- d. Construction Documents: Plans to include irrigation design with applicable details to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules.
- e. Technical specifications.
- f. OPCC - Opinion of Probable Construction Cost.
- g. Coordinate with the Town on irrigation standards to determine and recommend irrigation equipment for turf.

Not included in this item:

- a. Meters, controllers, and service connections for irrigation. Since the design will be replacing an existing system, it is assumed that all service connections, backflow preventors, controllers, and cabinets can be re-used. The Town will obtain all information necessary to utilize existing equipment in the design and the contractor will be responsible for confirming the locations of all connection points.
- b. Landscaping, signage, decorative paving, monuments, site furnishings, landscape or decorative lighting, fences, or water features.
- c. Coordination, meetings, or permitting with any public agencies other than the Town of Flower Mound.
- d. Any work outside the medians such as parkways or intersections or roundabouts.
- e. Enhanced landscape design beyond sod only.
- f. Irrigation systems utilizing reclaimed water that require pumps, filters, or controls.
- g. LEED or SITES pursuit.
- h. Landscape or hardscape or irrigation design within roundabouts.
- i. All these services can be provided upon request for an additional fee.

RECORD DRAWINGS:

Based on project construction records, maintained, and provided by the Contractor, CONSULTANT will prepare final Record Drawings of the referenced project in conformance with Town requirements. These drawings will rely solely on the information provided by the Contractor. Field verification of actual construction is not included in this item. If the Contractor claims no changes were made to the plans during construction, then the Contractor must provide a letter on their letterhead positively stating that all construction was done per the construction documents.

Task 8: Stakeholder Meeting

The CONSULTANT will attend and participate in up to one stakeholder meeting to present the project to neighborhood stakeholders. This effort includes the production of up to three copies of a project strip map and up to three TNP staff members to attend the meeting and assist with answering questions and fielding feedback from stakeholders at the meeting.

Task 9: Utility Coordination

The CONSULTANT will assist the Town in coordinating with franchise utility owners by providing and distributing utility notification plans, attending utility coordination meetings, and maintaining communications with utility companies as needed to reduce or eliminate utility conflicts during the construction phase of the project.

The CONSULTANT will provide specific assistance with Oncor regarding the relocation of existing street lighting in the median that must be moved to accommodate the additional lanes. The CONSULTANT will participate in up to three meetings and provide suggested locations for the relocation of the lights.

This task will be billed at HOURLY rates and will be as directed by the Town.

Task 10: Bid and Construction Support

The CONSULTANT will provide up to 10 hard copy sets and an electronic version of the bid documents for use in bidding, award of contracts and construction. The Town will be responsible for advertisement for bids and for dispersing all plans and specifications to prospective bidders. The CONSULTANT will provide technical support to the Town during the bidding and contract award phase by responding to questions and preparing or assisting with the preparation of addenda for distribution to prospective bidders.

This task will include limited construction support services during construction. The primary intent of this effort will be plan revisions if field conditions during construction require a design change. This will be as directed by the Town and may include minor plan revisions, one site visit, and coordination with the Town and the Contractor. This task does not include submittal reviews, RFI responses or other construction support services beyond what is described above

This task will include preparation of record drawings based on project construction records, maintained and provided by the Contractor. CONSULTANT will prepare final Record Drawings of the referenced project in conformance with Town requirements. These drawings will rely solely on the information provided by the Contractor. Field verification of actual construction is not included in this item. In the event the Contractor claims no changes were made to the plans during construction, Contractor will provide a letter on their letterhead positively stating that all construction was done per the construction documents.

This task will be billed at HOURLY rates and will be as directed by the Town.

ATTACHMENT B: Deliverables

Deliverables:

TNP will provide the following deliverables:

- Schematic Plans (30%):
 - Preliminary roadway plans and cross sections
 - Storm drain overall map
 - Anticipated sidewalk replacement limits
 - Anticipated retaining wall locations
 - Opinion of construction cost
- Preliminary Plans (60%):
 - Preliminary construction plans for all project elements
 - Standard details
 - Preliminary technical specifications
 - Conceptual traffic signal plans
 - Opinion of construction cost
- Prefinal Plans (90%):
 - Prefinal construction plans for all project elements
 - Standard details
 - Project specific details
 - Prefinal project manual and technical specifications
 - Opinion of construction cost
- Bid Documents (100%):
 - Sealed Construction Plans
 - Opinion of Construction Cost
 - Project Manual (Contract documents and technical specification)

The bid documents will include technical specifications, estimated quantities, instructions to bidders regarding insurance and bonds, maps identifying the streets to be rehabilitated, and plans and details as necessary to convey the intent of the work. The CONSULTANT will prepare an Opinion of Probable Construction Cost based on the proposed improvements.

ATTACHMENT C: Compensation

COMPENSATION to be on a basis of the following:

1. **BASIC SERVICES:** The CLIENT agrees to pay the CONSULTANT the following fees for **BASIC SERVICES** as outlined above. **BASIC SERVICES** shall be in accordance with payment terms.

Basic Services Tasks	Fees:
Task 1: Topographic Design Survey	\$ 99,500.00
Task 2: Subsurface Utility Engineering for Signals (SUE) (Level B only)	\$ 42,500.00
Task 3: Construction Plans and Bid Documents	\$ 455,000.00
Task 4: Signal Modifications at Long Prairie, Gerault, and Garden Ridge	\$ 65,000.00
Task 5: Signal Warrant Analysis for Enterprise and Silveron	\$ 15,000.00
Task 6: Floodplain Analysis	\$ 20,000.00
Task 7: Irrigation Plans	\$ 20,000.00
Task 8: Stakeholder Meeting (1 Meeting)	\$ 6,000.00
Task 9: Utility Coordination (Hourly)	\$ 10,000.00
Task 10: Bid and Construction Support (Hourly)	\$ 12,000.00
Reimbursable Expenses (~2%)	\$ 15,000.00
Total Basic Services	\$ 760,000.00

2. **BASIC SERVICES FIXED FEE:** The CLIENT agrees to pay the CONSULTANT the fees shown above for the tasks identified not identified as Hourly. **BASIC SERVICES** shall be in accordance with payment terms.
3. **BASIC SERVICES HOURLY:** The ENGINEER shall be compensated on an hourly basis for those tasks identified above as Hourly tasks. Payment will be at ENGINEER's standard hourly rates for personnel working on the project. A schedule of ENGINEER's hourly rates is provided as Attachment D. Services shall be billed monthly based on actual time spent working on the project by ENGINEER's staff. The fees shown above for hourly services are estimates only. The ENGINEER makes no guarantee that the fees will not exceed the amounts shown. The ENGINEER will notify the CLIENT prior to exceeding the estimated fees shown.
4. **ADDITIONAL SERVICES:** **ADDITIONAL SERVICES** shall be any service provided by the CONSULTANT which is not specifically included in **BASIC SERVICES** as defined above.

ADDITIONAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract, or mileage items.

5. **DIRECT EXPENSES:** A fee equal to 2% of labor billings shall be included on each invoice to account for the direct costs associated with the Project. Examples of direct costs include, but are not limited to prints, plots, photocopies, courier services, postage, mileage, etc. No individual or separate accounting of these items will be performed by TNP. Based on the proposed **BASIC SERVICES** fees for the surveying, and civil engineering services, the anticipated fee associated with direct expenses is **\$15,000** for the Basic Services. Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost and is not included in the amount identified above.

6. **PAYMENT TERMS:** The CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Billings for fixed fee services shall be based on the percentage of work complete. Delays of payment in excess of 30 days from invoice date may result in cessation of services until payment is received. Additionally, CONSULTANT may withhold all work products and documents until payment is received in full. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render timely payment.

Agreement by CLIENT to this contract acknowledges available funding for the proposed services provided by the CONSULTANT. Payment for services shall not be contingent upon the CLIENT's available project specific funds or anticipated future funding.

ATTACHMENT D: Schedule

Project Schedule: The project will proceed generally as follows:

The design survey and geotechnical investigation will be conducted concurrently.

Construction Plans and Bid Documents

Design Survey	Will begin within ten working days of written authorization
Project Kickoff	2 weeks after written authorization
Topographic Survey	8 weeks after written authorization
SUE Investigation	8 weeks after written authorization
Schematic Plans (30%)	6 weeks after completion of Topographic survey
Schematic Review Charette	2 weeks after Schematic plans submittal
Preliminary Plans (60%)	10 weeks from receipt of schematic comments
Prefinal Plans (90%)	8 weeks from receipt of preliminary comments
Bid Documents (100%)	4 weeks after receipt of pre-final comments

ATTACHMENT E: Additional Services, Exclusions, and Clarifications

Additional Services, Exclusions, and Clarifications:

Additional Services:

Following is a list of services which are not included in the scope of services. These services can be added to the project if needed. Additional services shall be billed at hourly rates according to the terms defined in Attachment C.

- a. Drainage maps, hydrology, and drainage studies other than what is included in Basic Services
- b. Roadway profiles, corridor models, and cross sections
- c. Driveway profiles and grading plans
- d. Water design and construction plans
- e. Sewer design and construction plans
- f. Traffic impact analysis
- g. Traffic signal timing
- h. Traffic operations analysis
- i. Traffic signal interconnection, ITS, or other connectivity
- j. FEMA coordination, LOMR or CLOMR applications
- k. Roadway lighting design
- l. Utility relocation design
- m. Roadway capacity calculations
- n. Roundabout design
- o. Monument signs
- p. Construction support services other than what is included in Basic Services

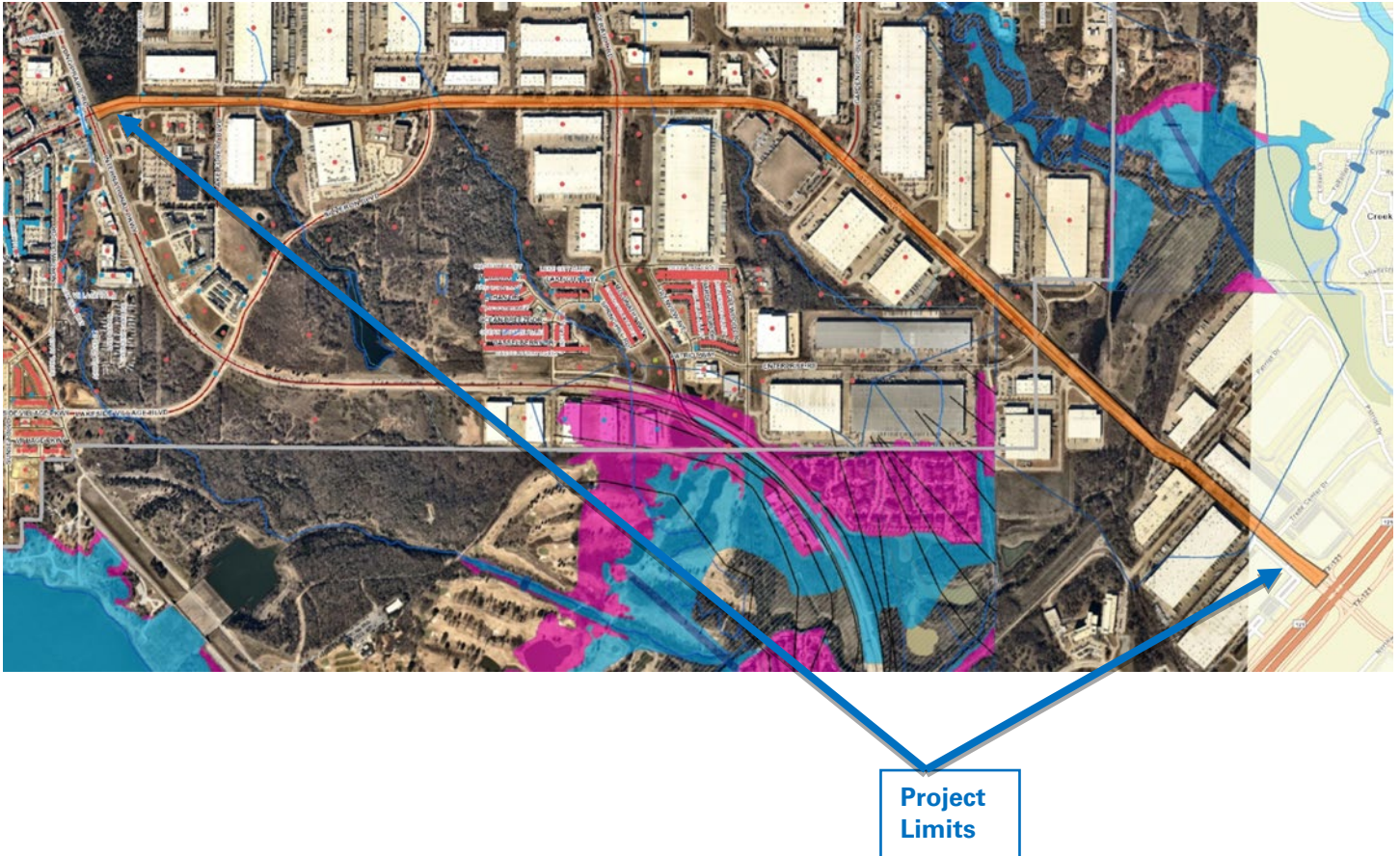
Exclusions and Clarifications:

The following items are excluded from the scope of the project. These items may be added as additional services if deemed necessary by the Town.

- a. No coordination is anticipated with municipal or government entities other than the CLIENT.
- b. Sidewalk will be reconstructed only. No extensions to close existing gaps are included.
- c. No boundary surveying is included in the scope of this agreement except as needed to develop ROW or easement documents.
- d. Turn lane length and capacity calculations are not included. Proposed turn lane lengths will match existing turn lane lengths.
- e. No Geotechnical Engineering is included in the scope of this agreement. The proposed pavement will be per the Town typical section standards.
- f. The scope of this agreement does not include construction staking, construction inspection or materials testing. However, all these services can be provided upon request.
- g. No drainage capacity calculations or proposed storm drainage sizing will be performed. Proposed drainage improvements will match the sizes of existing pipes or structures unless directed otherwise by the CLIENT. It is understood that the existing drainage system may or may not have the capacity to convey any specific design storm.

ATTACHMENT F: Project Location Map

Lakeside Parkway Improvements Limits



ATTACHMENT G: Standard Rate Table

Teague Nall and Perkins, Inc.
2023 Standard Hourly Rates
Effective January 1, 2023 to December 31, 2023*

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$290
Team Leader	\$275
Senior Project Manager	\$270
Project Manager	\$230
Senior Engineer	\$280
Project Engineer	\$180
Senior Structural Engineer	\$285
Structural Engineer	\$200
Engineer III/IV	\$160
Engineer I/II	\$135
Senior Landscape Architect/Planner	\$280
Landscape Architect / Planner	\$200
Landscape Designer	\$140
Senior Designer	\$185
Designer	\$160
Senior CAD Technician	\$150
CAD Technician	\$120
IT Technician	\$180
Clerical	\$85
ROW Manager	\$250
Senior ROW Agent	\$185
ROW Agent	\$145
Relocation Agent	\$185
ROW Admin	\$100
Intern	\$80
Surveying	Hourly Billing Rate
Survey Manager	\$290
Registered Professional Land Surveyor (RPLS)	\$250
Field Coordinator	\$155
S.I.T. or Senior Survey Technician	\$150
Survey Technician	\$130
1-Person Field Crew w/Equipment**	\$160
2-Person Field Crew w/Equipment**	\$190
3-Person Field Crew w/Equipment**	\$215
4-Person Field Crew w/Equipment**	\$235
Flagger	\$60
Abstractor (Property Deed Research)	\$100
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$450
Terrestrial Scanning Equipment & Crew	\$280

Hourly

Utility Management, Utility Coordination, and SUE	Billing Rate
Senior Utility Coordinator	\$180
Utility Coordinator	\$160
SUE Field Manager	\$180
Sr. Utility Location Specialist	\$180
Utility Location Specialist	\$110
1-Person Designator Crew w/Equipment***	\$155
2-Person Designator Crew w/Equipment***	\$200
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$320 (4 hr. min.)
Core Drill (equipment only)	\$800 per day
SUE QL-A Test Hole (0 < 8 ft)***	\$2,300 each
SUE QL-A Test Hole (> 8 < 15 ft)***	\$2,800 each

Construction Management, Construction Engineering, and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	\$110
Construction Inspector III	\$135
Senior Construction Inspector	\$150
Construction Superintendent	\$185
Construction Manager	\$220
Senior Construction Manager	\$270
Construction Records Keeper	\$120

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* Rates shown are for 2023 and are subject to change in subsequent years.

** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

*** Includes crew labor, vehicle costs, and field supplies.



TOWN COUNCIL AGENDA J.3. CONSENT ITEM(S)

DATE: June 5, 2023

FROM: Robert Pegg, Assistant Director of Engineering

ITEM: **Consider approval of an ordinance vacating and abandoning of the existing 15-foot utility easement for 2141 Midway Road located along the east property line of Tract 1, Lot 22A, Block B, Twin Coves Estates Subdivision. The property is located south of Wichita Trail and west of Simmons.**

BACKGROUND: The owners of this property are requesting the abandonment of the existing 15-foot utility easement to allow the construction of a pool on their property.

The current owners of the lot will sign the Hold Harmless Agreement for this abandonment. By signing the Hold Harmless Agreement, the owners agree to indemnify, hold harmless and defend the Town of Flower Mound, Texas, its agents, officers and employees from any loss, damage, liability or judgment, including reasonable attorney fees and costs, on account of any damage to property and injuries whatsoever to all persons which may arise as a result of the vacation, closing and abandonment of the existing 15-foot utility easement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance
2. Hold Harmless
3. Quitclaim Deed
4. Survey

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

**TOWN OF FLOWER MOUND
ORDINANCE NO. _____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE EXISTING 15-FOOT UTILITY EASEMENT LOCATED ALONG THE NORTH PROPERTY LINE OF TRACT 1, LOT 22A, BLOCK B OF TWIN COVES ESTATES SUBDIVISION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS; DETERMINING THAT THERE IS NO CURRENT NOR PROJECTED FUTURE NEED FOR A PORTION OF SAID EASEMENT DEPICTED IN EXHIBIT "A;" AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING AND ASSIGNING THE REAL PROPERTY TO THE OWNERS OF THE FEE ESTATE; REQUIRING A HOLD HARMLESS AND INDEMNITY AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, James Brock and Yasaman Stewart are the sole and current owner ("Owner") of Tract 1, Lot 22A, Block B of Twin Coves Estates Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, also known as 2141 Midway Road (the "Property"); and

WHEREAS, the Town of Flower Mound ("Town") has determined that the existing 15-foot utility easement located along the north Property line, as depicted and described in Exhibits A attached hereto and incorporated herein, is not needed for access to and maintenance of any public improvements in said easement; and

WHEREAS, the Property Owner, has requested the Town to abandon all rights, title, and interest to the said existing 15-foot utility easement depicted and described in Exhibit A.

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 and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Town does hereby vacate and abandon all of the rights, title, and interest of the Town and the public in the existing 15-foot utility easement depicted and described in Exhibit A.

SECTION 3

The Mayor of the Town of Flower Mound, Texas, is hereby authorized and empowered to execute a quitclaim deed to the said easement, which deed is attached to this Ordinance as Exhibit B, to the current owner of the fee estate on which the easement is located.

SECTION 4

The Property Owner has requested the vacation and abandonment of the existing 15-foot utility easement described herein and shall immediately file with the Town Manager a fully executed Hold Harmless and Indemnity Agreement ("Agreement") on a form provided by the Town, which Agreement shall constitute a covenant which runs with the Property.

SECTION 5

The Town Secretary is directed to file a certified copy of this Ordinance and the Agreement referred to in Section 3, in the Map and Plat Records and in the Deed Records of Denton County, Texas.

SECTION 6

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a 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 this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

ORDINANCE NO. _____

PAGE 3

SECTION 7

The fact that no present Ordinance of the Town of Flower Mound, Texas provides for the vacation and abandonment of the existing 15-foot utility easement creates an urgency and emergency and in the preservation of the public health, safety, and welfare, requires that this Ordinance become effective from and after the date of its passage and it is accordingly ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 5TH DAY OF JUNE, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

**Theresa Scott, TRMC, MMC,
TOWN SECRETARY**

STATE OF TEXAS)
)
COUNTY OF DENTON)

**HOLD HARMLESS AND
INDEMNITY AGREEMENT**

James Brock and Yasaman Leyla Stewart are the sole and current owner ("Owner") of that certain property described as Tract 1, Lot 22A, Block B of Twin Coves Estates Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat recorded in Volume 2, Page 43, Plat Records, Denton County, Texas, and also known as 2141 Midway Road (the "Property"). The Owner has requested the Town of Flower Mound ("Town") to abandon all rights, title, and interest to the existing 15-foot utility easement located along the north property line, as depicted and described in Exhibit A, attached hereto.

NOW, THEREFORE, in consideration of the Town vacating and abandoning all rights, title, and interest to the existing 15-foot utility easement located along the north property line, as depicted and described in Exhibit A, dominant owners of the land on which said easement lies, shall indemnify, hold harmless, and defend the Town, its agents, officers, and employees from any loss, damage, liability, or judgement, including reasonable attorneys fees and costs, on account of any damage to property and injuries whatsoever to all persons, that may arise as a result of the vacation, closing, and abandonment of said existing 15-foot utility easement located along the northern property line as depicted and described in Exhibit A, attached.

It is agreed and understood that this Agreement shall be filed in the Map and Plat Records and in the Deed Records of Denton County, Texas, and that the covenants made herein shall run with the land as described above.

EXECUTED this _____ day of _____ June _____, 2023.

OWNER:

James Brock Stewart

Yasaman Leyla Stewart

STATE OF TEXAS)
)
COUNTY OF DENTON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared James Brock and Yasaman Leyla Stewart known to me to be the person whose name is subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that he has the authority and power to enter into the foregoing instruments.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the _____ day of June, 2023.

NOTARY PUBLIC, State of TEXAS

My Commission Expires:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

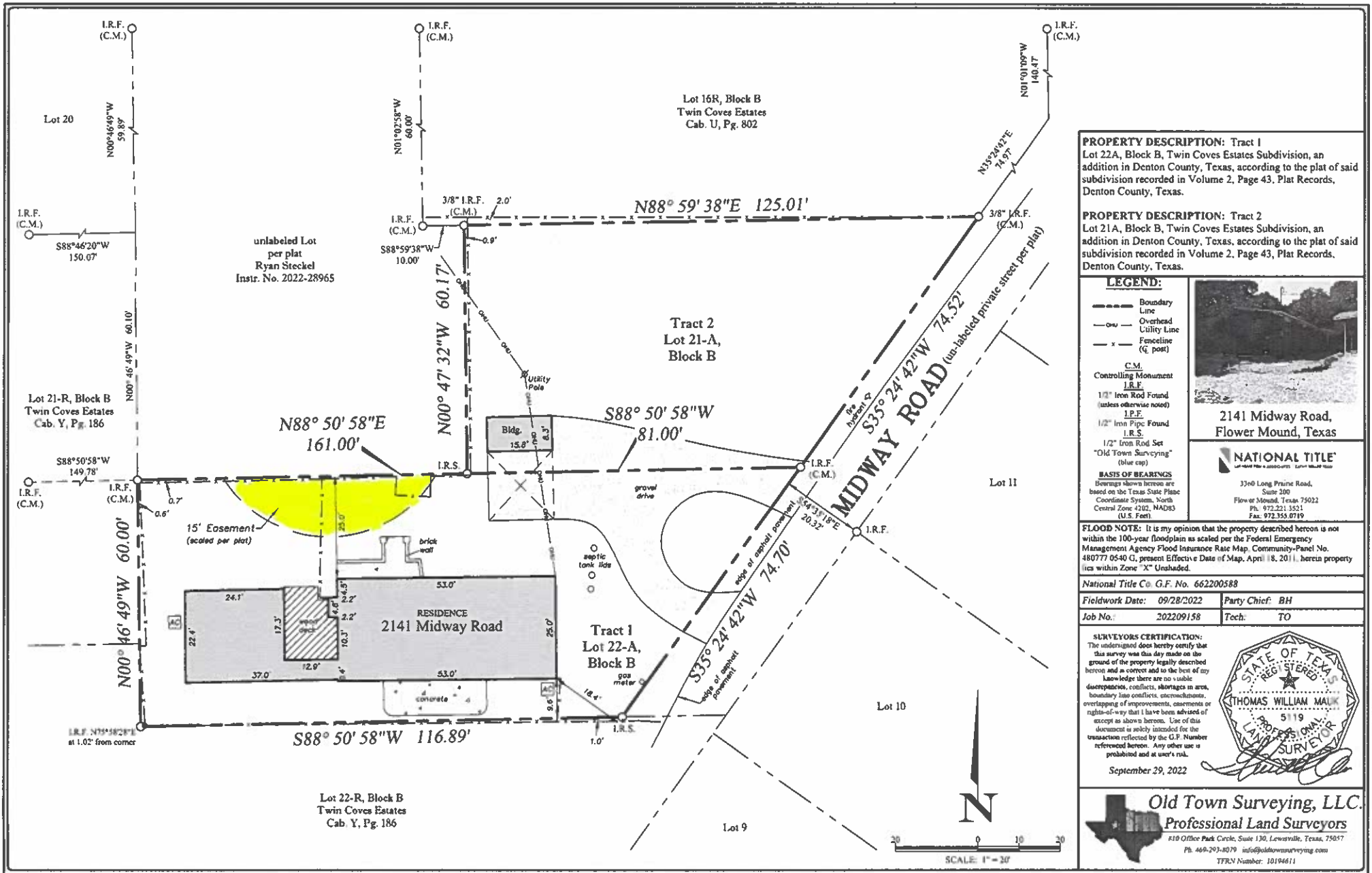
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town Council of the Town of Flower Mound, Texas, after careful study and consideration, found and determined that the 15-foot utility easement which is located on property located at 2141 Midway Road, Town of Flower Mound, Denton County, Texas ("Property"), was not being used by, nor useful or convenient to, the public in general, and constituted a public charge without a corresponding public benefit, and that the public would be better served and benefitted by the vacation and abandonment of such portion of the utility easement; and

WHEREAS, on the 5th day of June, 2023, based on such findings and determinations, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. _____ which vacated and abandoned such portion of the utility easement, in the Town of Flower Mound, Denton County, Texas; and

WHEREAS, JAMES BROCK AND YASAMAN LEYLA STEWART owns the underlying title to the hereinafter described property where the vacated and abandoned portion of a utility easement was located and desire a quitclaim deed to remove any question concerning the continued interest of the Town of Flower Mound in such vacated and abandoned portion of the utility easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN OF FLOWER MOUND, TEXAS, Grantor, does hereby bargain, sell, release, vacate, abandon, and forever quitclaim unto JAMES BROCK AND YASAMAN LEYLA STEWART Grantee, and the heirs, successors, and assigns, all of Grantor's right, title, and interest, if any, in and to that portion of a utility easement described on Exhibit "A" attached hereto and incorporated herein for all purposes.



PROPERTY DESCRIPTION: Tract 1
 Lot 22A, Block B, Twin Coves Estates Subdivision, an addition in Denton County, Texas, according to the plat of said subdivision recorded in Volume 2, Page 43, Plat Records, Denton County, Texas.

PROPERTY DESCRIPTION: Tract 2
 Lot 21A, Block B, Twin Coves Estates Subdivision, an addition in Denton County, Texas, according to the plat of said subdivision recorded in Volume 2, Page 43, Plat Records, Denton County, Texas.

LEGEND:

- Boundary Line
- Overhead Utility Line
- Fenceline (q. post)
- C.M. Controlling Monument
- I.R.F. 1/2" Iron Rod Found (unless otherwise noted)
- I.P.F. 1/2" Iron Pipe Found
- I.R.S. 1/2" Iron Rod Set "Old Town Surveying" (blue cap)

BASIS OF BEARINGS:
 Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD83 (U.S. Feet).

NATIONAL TITLE
 3340 Long Prairie Road, Suite 200
 Flower Mound, Texas 75022
 Ph. 972.221.1521 Fax. 972.355.0719

FLOOD NOTE: It is my opinion that the property described hereon is not within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 480777 05-40 G, present Effective Date of Map, April 18, 2011, herein property lies within Zone "X" Unshaded.

National Title Co. G.F. No. 662200588
 Fieldwork Date: 09/28/2022 Party Chief: BH
 Job No.: 202209158 Tech: TO

SURVEYORS CERTIFICATION:
 The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and as correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, encroachments or rights-of-way that I have been advised of except as shown hereon. Use of this document is solely intended for the transactions reflected by the S.F. Number referenced hereon. Any other use is prohibited and at user's risk.

September 29, 2022

STATE OF TEXAS
 REGISTERED
 THOMAS WILLIAM MAUK
 5119
 LAND SURVEYOR

Old Town Surveying, LLC.
 Professional Land Surveyors
 810 Office Park Circle, Suite 130, Lewisville, Texas, 75057
 Ph. 469-293-8079 info@oldtownsurveying.com
 TFRN Number: 10194611



TOWN COUNCIL AGENDA J.4. CONSENT ITEM(S)

DATE: June 5, 2023

FROM: Robert Pegg, Assistant Director of Engineering

ITEM: **Consider approval of an ordinance vacating and abandoning the southern 172 feet of the existing 15-foot utility easement located at 4816 Mesquite Street along the east property line of Lot 1R, Block 29, Pecan Acres Subdivision. The Pecan Acres is generally located west of 2499 and north of West Windsor Drive.**

BACKGROUND: The owners of this property are requesting the abandonment of the southern 172 feet of the 15-foot utility easement to allow the construction of a pool on their property.

The current owners of the lot will sign the Hold Harmless Agreement for this abandonment. By signing the Hold Harmless Agreement, the owners agree to indemnify, hold harmless and defend the Town of Flower Mound, Texas, its agents, officers and employees from any loss, damage liability or judgment, including reasonable attorney fees and costs, on account of any damage to property and injuries whatsoever to all persons which may arise as a result of the vacation, closing and abandonment of said portion of the 15-foot utility easement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance
2. Hold Harmless
3. Quitclaim Deed
4. Survey

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

**TOWN OF FLOWER MOUND
ORDINANCE NO. _____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE SOUTHERN 172 FEET OF THE EXISTING 15-FOOT UTILITY EASEMENT LOCATED ALONG THE EAST PROPERTY LINE OF LOT 1R, BLOCK 29 OF PECAN ACRES SUBDIVISION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS; DETERMINING THAT THERE IS NO CURRENT NOR PROJECTED FUTURE NEED FOR A PORTION OF SAID EASEMENT DEPICTED IN EXHIBIT "A;" AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING AND ASSIGNING THE REAL PROPERTY TO THE OWNERS OF THE FEE ESTATE; REQUIRING A HOLD HARMLESS AND INDEMNITY AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nicholas Eric and Emily Strittmatter are the sole and current owner ("Owner") of Lot 1R, Block 29 of Pecan Acres Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, also known as 4816 Mesquite Street (the "Property"); and

WHEREAS, the Town of Flower Mound ("Town") has determined that the southern 172 feet of the existing 15-foot utility easement located along the east Property line, as depicted and described in Exhibits A and B attached hereto and incorporated herein, is not needed for access to and maintenance of any public improvements in said easement; and

WHEREAS, the Property Owner, has requested the Town to abandon all rights, title, and interest to the southern 172 feet of the said existing 15-foot utility easement depicted and described in Exhibit A.

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 and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Town does hereby vacate and abandon all of the rights, title, and interest of the Town and the public in the said southern 172 feet of the existing 15-foot utility easement depicted and described in Exhibit A.

SECTION 3

The Mayor of the Town of Flower Mound, Texas, is hereby authorized and empowered to execute a quitclaim deed to the said easement, which deed is attached to this Ordinance as Exhibit B, to the current owner of the fee estate on which the easement is located.

SECTION 4

The Property Owner has requested the vacation and abandonment of the southern 172 feet of the existing 15-foot utility easement described herein and shall immediately file with the Town Manager a fully executed Hold Harmless and Indemnity Agreement ("Agreement") on a form provided by the Town, which Agreement shall constitute a covenant which runs with the Property.

SECTION 5

The Town Secretary is directed to file a certified copy of this Ordinance and the Agreement referred to in Section 3, in the Map and Plat Records and in the Deed Records of Denton County, Texas.

SECTION 6

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a 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 this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 7

The fact that no present Ordinance of the Town of Flower Mound, Texas provides for the vacation and abandonment of the said eastern 172 feet of the existing 15-foot utility easement creates an urgency and emergency and in the preservation of the public health, safety, and welfare, requires that this Ordinance become effective from and after the date of its passage and it is accordingly ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 5TH DAY OF JUNE, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

**Theresa Scott, TRMC, MMC,
TOWN SECRETARY**

STATE OF TEXAS)
)
COUNTY OF DENTON)

**HOLD HARMLESS AND
INDEMNITY AGREEMENT**

Nicholas Eric and Emily Strittmatter are the sole and current owner ("Owner") of that certain property described as Lot 1R, Block 29 of Pecan Acres Subdivision, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat recorded in Cabinet R, Slide 99, Plat Records, Denton County, Texas, and also known as 4816 Mesquite Street (the "Property"). The Owner has requested the Town of Flower Mound ("Town") to abandon all rights, title, and interest to the southern 172 feet of the existing 15-foot utility easement located along the east property line, as depicted and described in Exhibit A, attached hereto.

NOW, THEREFORE, in consideration of the Town vacating and abandoning all rights, title, and interest to the southern 172 feet of the existing 15-foot utility easement located along the east property line, as depicted and described in Exhibit A, Nicholas Eric and Emily Strittmatter, dominant owners of the land on which said easement lies, shall indemnify, hold harmless, and defend the Town, its agents, officers, and employees from any loss, damage, liability, or judgement, including reasonable attorneys fees and costs, on account of any damage to property and injuries whatsoever to all persons, that may arise as a result of the vacation, closing, and abandonment of said southern 172 feet of the existing 15-foot utility easement located along the eastern property line as depicted and described in Exhibit A, attached.

It is agreed and understood that this Agreement shall be filed in the Map and Plat Records and in the Deed Records of Denton County, Texas, and that the covenants made herein shall run with the land as described above.

EXECUTED this ____ day of ____ June ____, 2023.

OWNER:

Nicholas Eric Strittmatter

Emily Strittmatter

STATE OF TEXAS)
)
COUNTY OF DENTON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Nicholas Eric and Emily Strittmatter known to me to be the person whose name is subscribed to the foregoing Hold Harmless and Indemnity Agreement and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that he has the authority and power to enter into the foregoing instruments.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the _____ day of June, 2023.

NOTARY PUBLIC, State of TEXAS

My Commission Expires:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

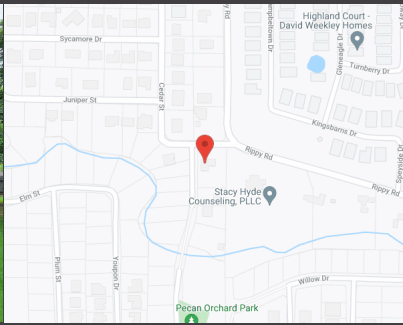
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town Council of the Town of Flower Mound, Texas, after careful study and consideration, found and determined that the southern 172 feet of a 15-foot utility easement which is located on property located at 4816 Mesquite Street, Town of Flower Mound, Denton County, Texas ("Property"), was not being used by, nor useful or convenient to, the public in general, and constituted a public charge without a corresponding public benefit, and that the public would be better served and benefitted by the vacation and abandonment of such portion of the utility easement; and

WHEREAS, on the 5th day of June, 2023, based on such findings and determinations, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. _____ which vacated and abandoned such portion of the utility easement, in the Town of Flower Mound, Denton County, Texas; and

WHEREAS, NICHOLAS ERIC AND EMILY STRITTMATTER owns the underlying title to the hereinafter described property where the vacated and abandoned portion of a utility easement was located and desire a quitclaim deed to remove any question concerning the continued interest of the Town of Flower Mound in such vacated and abandoned portion of the utility easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN OF FLOWER MOUND, TEXAS, Grantor, does hereby bargain, sell, release, vacate, abandon, and forever quitclaim unto NICHOLAS ERIC AND EMILY STRITTMATTER, Grantee, and the heirs, successors, and assigns, all of Grantor's right, title, and interest, if any, in and to that portion of a utility easement described on Exhibit "A" attached hereto and incorporated herein for all purposes.



STATE OF TEXAS
REGISTERED
★
PAUL A. JURICA JR.
4264
PROFESSIONAL
LAND SURVEYOR

PLAKA

[illegible]

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PROPERTY ADDRESS:
4816 MESQUITE STREET, FLOWER MOUND, Texas 75028

SURVEY NUMBER: 2105.8182

CERTIFIED TO:
.

DATE OF SURVEY: 06/10/21

BUYER:

LENDER:

TITLE COMPANY:

TITLE COMMITMENT:

CLIENT FILE NO:

LEGAL DESCRIPTION:
LOT 1R, BLOCK 29, PECAN ACRES SUBDIVISION, BEING AN AMENDMENT OF LOTS 1 AND 2, BLOCK 29, PECAN ACRES SUBDIVISION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET R, PAGE 99, PLAT RECORDS, DENTON COUNTY, TEXAS.

FLOOD ZONE INFORMATION:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X, X SHADED AND AE, PER 480777 0540G, DATED: 04/18/2011.

GENERAL SURVEYORS NOTES:

1. Unless otherwise noted, the Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.

2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.

3. Controlling Monuments (“CM”) designated on the survey indicate the corners found or recovered and are the basis of the referenced bearing for this survey. Unless otherwise noted the bearings depicted hereon are based on the record map or plat.

4. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection only. No excavation was performed to determine its location.

5. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.

6. Alterations to this survey map and report by other than the signing surveyor are prohibited.

7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.

8. Unless otherwise noted “SIRC” indicates a Set Iron Rebar with Cap stamped LB# 10063800 or LB# 10194357, a minimum half inch in diameter and eighteen inches long.

9. If you are reading this survey in an electronic format, the information contained on this document is only valid if this document is electronically signed as specified in Texas State Statutes 663.18. The Electronic Signature File related to this document is prominently displayed on the invoice for this survey which is sent under separate cover. Manually signed and sealed logs of all survey signature files are kept in the office of the performing surveyor.

10. The symbols reflected in the surveyor’s legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.

11. Points of Interest (POI’s) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI’s may not represent all items of interest to the viewer. There may be additional POI’s which are not shown or called-out as POI’s, or which are otherwise unknown to the surveyor.

12. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.

13. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.

14. Due to varying construction standards, house dimensions are approximate and are not intended to be used for new construction or planning. Dimensions are in feet and decimals thereof.

SURVEYORS LEGEND:

LINETYPES

Boundary Line

Center Line

Chain Link or Wire Fence

Easement

Edge of Water

Iron Fence

Overhead Lines

Structure

Survey Tie Line

Vinyl Fence

Wall or Party Wall

Wood Fence

SURFACE TYPES

Asphalt

Brick or Tile

Concrete

Covered Area

Water

Wood

SYMBOLS

Benchmark

Center Line

Central Angle or Delta

Common Ownership

Control Point

Catch Basin

Elevation

Fire Hydrant

Find or Set Monument

Guywire or Anchor

Manhole

Tree

Utility or Light Pole

Well

ABBREVIATIONS

(C) - Calculated

(D) - Deed

(F) - Field

(M) - Measured

(P) - Plat

(S) - Survey

A/C - Air Conditioning

AE - Access Easement

ANE - Anchor Easement

ASBL - Accessory Setback Line

B/W - Bay/Box Window

BC - Block Corner

BFP - Backflow Preventer

BLDG - Building

BLK - Block

BM - Benchmark

BR - Bearing Reference

BRL - Building Restriction Line

BSMT - Basement

C - Curve

C/L - Center Line

C/P - Covered Porch

C/S - Concrete Slab

CATV - Cable TV Riser

CB - Concrete Block

CH - Chord Bearing

CHIM - Chimney

CLF - Chain Link Fence

CME - Canal Maintenance Easement

CO - Clean Out

CONC - Concrete

COR - Corner

CS/W - Concrete Sidewalk

CUE - Control Utility Easement

CVG - Concrete Valley Gutter

D/W - Driveway

DE - Drainage Easement

DF - Drain Field

DH - Drill Hole

DUE - Drainage & Utility Easement

ELEV - Elevation

EM - Electric Meter

ENCL - Enclosure

ENT - Entrance

EOP - Edge of Pavement

EOW - Edge of Water

ESMT - Easement

EUB - Electric Utility Box

F/DH - Found Drill Hole

FCM - Found Concrete Monument

FF - Finished Floor

FIP - Found Iron Pipe

FIPC - Found Iron Pipe & Cap

FIR - Found Iron Rod

FIRC - Found Iron Rod & Cap

FN - Found Nail

FN&D - Found Nail & Disc

FRRSPK - Found Rail Road Spike

GAR - Garage

GM - Gas Meter

ID - Identification

IE/EE - Ingress/Egress Easement

ILL - Illegible

INST - Instrument

INT - Intersection

IRRE - Irrigation Easement

L - Length

LAE - Limited Access Easement

LB# - License No. (Business)

LBE - Limited Buffer Easement

LE - Landscape Easement

LME - Lake/Landscape Maintenance Easement

LS# - License No. (Surveyor)

MB - Map Book

ME - Maintenance Easement

MES - Mitered End Section

MF - Metal Fence

MH - Manhole

NR - Non-Radial

NTS - Not to Scale

NAVD88 - North American Vertical Datum 1988

NGVD29 - National Geodetic Vertical Datum 1929

OG - On Ground

ORB - Official Records Book

ORV - Official Record Volume

O/A - Overall

O/S - Offset

OFF - Outside Subject Property

OH - Overhang

OHL - Overhead Utility Lines

ON - Inside Subject Property

P/E - Pool Equipment

PB - Plat Book

PC - Point of Curvature

PCC - Point of Compound Curvature

PCP - Permanent Control Point

PI - Point of Intersection

PLS - Professional Land Surveyor

PLT - Planter

POB - Point of Beginning

POC - Point of Commencement

PRC - Point of Reverse Curvature

PRM - Permanent Reference Monument

PSM - Professional Surveyor & Mapper

PT - Point of Tangency

PUE - Public Utility Easement

R - Radius or Radial

R/W - Right of Way

RES - Residential

REG - Range

ROE - Roof Overhang Easement

RP - Radius Point

S/W - Sidewalk

SBL - Setback Line

SCL - Survey Closure Line

SCR - Screen

SEC - Section

SEP - Septic Tank

SEW - Sewer

SIRC - Set Iron Rod & Cap

SMWE - Storm Water Management Easement

SN&D - Set Nail and Disc

SQFT - Square Feet

STL - Survey Tie Line

STY - Story

SV - Sewer Valve

SWE - Sidewalk Easement

TBM - Temporary Bench Mark

TEL - Telephone Facilities

TOB - Top of Bank

TUE - Technological Utility Easement

TWP - Township

TX - Transformer

TYP - Typical

UE - Utility Easement

UG - Underground

UP - Utility Pole

UR - Utility Riser

VF - Vinyl Fence

W/C - Witness Corner

W/F - Water Filter

WF - Wood Fence

WM - Water Meter/Valve Box

WV - Water valve

JOB SPECIFIC SURVEYOR NOTES:

Note: This survey was prepared without the benefit of a title search, therefore no search of recorded easements was performed on subject property.

EXACTA

Land Surveyors, LLC

Headquarter’s Office

o: 866.735.1916 | f: 866.744.2882

1955 Lakeway Drive, Ste 220 | Lewisville, TX 75057

Firm No: 10063800

Branch Office

o: 866.735.1916 | f: 866.744.2882

11111 Richmond Ave, Suite 150 | Houston, TX 77082

Firm No: 10194357

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY

PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

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TOWN COUNCIL AGENDA J.5. CONSENT ITEM(S)

DATE: June 5, 2023

FROM: Kay Wilkinson, Director of Budget Services

ITEM: **Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2022, and ending on September 30, 2023, as adopted by Ordinance No. 45-22 and amended by Ordinance No. 60-22, No. 06-23 and No. 16-23 for adjustments to the General Fund and Vehicle and Equipment Replacement Fund.**

BACKGROUND:

The attached budget amendment represents the fourth proposed adjustment of the FY 2022-2023 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

If approved, General Fund revenues will increase by \$804,081 from \$83,470,549 to \$84,274,630. Expenditures will increase by \$2,679,081 from \$85,178,984 to \$87,858,065.

Expenditures in the Facilities division of the Administrative Services Department will increase by \$25,000 to account for an emergency project at the Library. The main concrete walkway at the south entrance to the Library was designed to allow brick pavers with inscriptions to be placed in a recessed area. The concrete walkway was originally built in 1999. The walkway is failing due to tree roots, undermining of the concrete sub straight from rain, freezing, etc. The brick pavers will need to be cataloged for location and removed before the concrete can be demolished and replaced. Then the brick pavers will be reinstalled in their original location. This is a labor-intensive project due to the brick pavers.

Expenditures in the Fire and Emergency Services Department will increase by \$738,000. The Fire Department has been working with the Texas Division of Emergency Management supporting Operation Lonestar in Del Rio, Texas. The state reimbursed the Town for employee salary, overtime, and backfill expenses and expenditures such as lodging and food for the employees on deployment. Additionally, the State is paying the Town an hourly rate for a fire engine to be deployed. Intergovernmental revenue will also increase by \$738,000 to account for the payments from the state.

Expenditures in the Non-Departmental Department will increase by \$1,850,000 to account for the purchase of land in Canyon Falls for a permanent Fire Station 6. The permanent station will allow for future expansion of FMFD's services in Western Flower Mound, west of 377, as the area continues to grow.

Expenditures in the Public Works Department will increase by \$66,081 to account for maintaining traffic signals outside the Town's boundaries. The Town participates in an agreement with TxDOT, Denton County, Highland Village, Argyle, Double Oak, Bartonville, and Copper Canyon to maintain and repair traffic signals that are not within the Town's limits. The Town receives \$66,081 from TxDOT yearly for the maintenance of these locations. Previously, the payments were deposited in a Public Works expenditure account to reimburse the department. To follow proper accounting procedures, the Department's budget will increase by \$66,081 and the Intergovernmental Revenue account will increase by \$66,081.

In the Vehicle and Equipment Replacement Fund (VERF), expenditures will increase by \$60,570 from \$4,913,051 to \$4,973,621 to account for the replacement purchase of a Facilities vehicle. A vehicle that was budgeted in FY 21-22 was cancelled by the vendor because of supply chain issues and has to be reordered this fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$804,081 Revenues, \$2,739,651 Expenditures

Proposed Revenue

\$804,081

Account Number(s):

Fund 100 General Fund

Proposed Expenditure

\$2,679,081

\$60,570

Account Number(s):

Fund 100 General Fund

Fund 565 Vehicle and Equipment Replacement
Fund

LEGAL REVIEW: No alteration to the legal content of this ordinance was made, which had originally been approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Ordinance- Budget Amendment-4th FY 22-23

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023, AS ADOPTED BY ORDINANCE NO. 45-22 AND AMENDED BY ORDINANCE NO. 60-22, NO. 06-23 AND NO. 16-23, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND AND VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 45-22 on September 19, 2022 and amended by Ordinance 60-22 on December 19, 2022, Ordinance 06-23 on March 6, 2023 and Ordinance 16-23 on May 16, 2023; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

WHEREAS, Section 102.010 of the Local Government Code allows the Town to make changes to the budget for municipal reasons;

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 factual and legislative determinations of the Town of Flower Mound and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, as heretofore adopted by Ordinance No. 45-22 and amended by Ordinance No. 60-22, No. 06-23 and No. 16-23, is hereby amended to provide for adjustments to the General Fund and Vehicle and Equipment Replacement Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 5th DAY OF JUNE, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"**Town of Flower Mound
Amended Budget
Fiscal Year 2022-2023****REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:**

General Fund revenues will increase by \$804,081 from \$83,470,549 to \$84,274,630. Expenditures will increase by \$2,679,081 from \$85,178,984 to \$87,858,065.

Expenditures in the Facilities division of the Administrative Services Department will increase by \$25,000 to account for an emergency project at the Library. The main concrete walkway on the south entrance to the Library was designed to allow brick pavers with inscriptions to be placed in a recessed area. The concrete walkway was originally built in 1999. The walkway is failing due to tree roots, undermining of the concrete sub straight from rain, freezing, etc. The brick pavers will need to cataloged for location and removed before the concrete can be demolished and replaced. Then the brick pavers will be reinstalled in their original location. This is a labor-intensive project due to the brick pavers.

Expenditures in the Fire and Emergency Services Department will increase by \$738,000. The Fire Department has been working with the Texas Division of Emergency Management supporting Operation Lonestar in Del Rio, Texas. The state reimbursed the Town for employee salary, overtime, and backfill expenses and expenditures such as lodging and food for the employees on deployment. Additionally, the State is paying the Town an hourly rate for a fire engine to be deployed. Intergovernmental revenue will also increase by \$738,000 to account for the payments from the state.

Expenditures in the Non-Departmental Department will increase by \$1,850,000 to account for the purchase of land in Canyon Falls for a permanent Fire Station 6. The permanent station will allow for future expansion of FMFD's services in Western Flower Mound, west of 377, as the area continues to grow.

Expenditures in the Public Works Department will increase by \$66,081 to account for maintaining traffic signals outside the Town's boundaries. The Town participates in an agreement with TxDOT, Denton County, Highland Village, Argyle, Double Oak, Bartonville, and Copper Canyon to maintain and repair traffic signals that are not within the Town's limits. The Town receives \$66,081 from TxDOT yearly for the maintenance of these locations. Previously, the payments were deposited in a Public Works expenditure account to reimburse the department. To follow proper accounting procedures, the Department's budget will increase by \$66,081 and the Intergovernmental Revenue account will increase by \$66,081.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 70,200,253	70,200,253	\$ 70,200,253	\$ -
Charges for services	4,568,900	4,568,900	4,568,900	-
Licenses and permits	2,718,360	2,718,360	2,718,360	-
Fines and forfeits	745,950	745,950	745,950	-
Interest Income	200,000	200,000	200,000	-
Intergovernmental Revenue	1,380,190	1,380,190	2,184,271	804,081
Interfund Transfer	3,091,837	3,091,837	3,091,837	-
Other revenue	563,739	565,059	565,059	-
Total	\$ 83,469,229	\$ 83,470,549	\$ 84,274,630	\$ 804,081
Expenditures:				
Town Manager's Office	\$ 3,633,625	\$ 3,633,625	\$ 3,633,625	\$ -
Town Secretary's Office	547,589	598,329	598,329	-
Development Services	2,365,145	2,365,145	2,365,145	-
Parks and Recreation Services	10,772,827	10,831,100	10,831,100	-
Library Services	2,123,151	2,129,173	2,129,173	-
Police Services	17,976,186	18,105,409	18,105,409	-
Financial Services	4,234,015	4,259,015	4,259,015	-
Administrative Services	7,807,437	8,415,674	8,440,674	25,000
Fire and Emergency Services	19,499,281	20,420,946	21,158,946	738,000
Communications	834,813	834,813	834,813	-
Non-Departmental Services	4,098,834	4,098,834	5,948,834	1,850,000
Public Works	7,782,525	7,882,609	7,948,690	66,081
Environmental Services	1,604,312	1,604,312	1,604,312	-
Total	\$ 83,279,740	\$ 85,178,984	\$ 87,858,065	\$ 2,679,081

REASON FOR ADJUSTING THE VEHICLE AND EQUIPMENT REPLACEMENT FUND APPROPRIATION:

In the Vehicle and Equipment Replacement Fund (VERF), expenditures will increase by \$60,570 from \$4,913,051 to \$4,973,621 to account for the replacement purchase of a Facilities vehicle. A vehicle that was budgeted in FY 21-22 was cancelled by the vendor because of supply chain issues and has to be reordered this fiscal year.

Vehicle & Equipment Replacement Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Vehicles & Equipment	\$ 2,800,000	\$ 4,913,051	\$ 4,973,621	\$ 60,570
Total	\$ 2,800,000	\$ 4,913,051	\$ 4,973,621	\$ 60,570



TOWN COUNCIL AGENDA J.6. CONSENT ITEM(S)

DATE: June 5, 2023
FROM: Jeff Garner, Director of Facilities Management
ITEM: **Consider approval of the purchase of (1) 2023 Chevrolet Express 3500 Van w/ KUV Body and Side Mount Ladder Racks for a grand total of \$60,566.60 utilizing the TIPS USA Contract # 210907.**

BACKGROUND: This item is to purchase a 2023 Chevrolet Express 3500 Van w/ KUV Body and Side Mount Ladder Racks for Facilities Department, for a grand total of \$60,566.60 utilizing the TIPS USA Contract # 210907.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$60,566.60

Proposed Expenditure/(Revenue)
\$60,566.60

Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote
2. Bid Award Recommendation

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



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 521.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMA

Product Description: CHEVROLET EXPRESS

Date: May 1, 2023

A. Bid Item: CG23405

A. Base Price: \$ **29,783.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2023 CHEVROLET EXPRESS 3500			EXTERIOR - WHITE	\$ -
	CUTAWAY / 139" CA	\$ 5,608.00		INTERIOR - PEWTER CLOTH	\$ 70.00
L8T	6.6L GAS ENGINE	\$ 1,695.00	UY7	TRAILER WIRING HARNESS	\$ 80.00
ATG	REMOTE KEYLESS ENTRY	\$ 175.00	U0H	AM / FM MP3	\$ 150.00
G80	HD LOCKING REAR	\$ 325.00	ZQ2	POWER CONV PACKAGE	\$ 485.00
NP5	LEATHER WRAPPED STEERING WHEEL	\$ 185.00	ZQ3	CONV PACKAGE	\$ 395.00
UFA	OUTSIDE TEMP DISPLAY	\$ 10.00	ZR7	CHROME APP PACKAGE	\$ 260.00
UPF	BLUETOOTH	\$ 50.00	6M2	MID STANCE SAIL MIRRORS	\$ 300.00

Total of B. Published Options: \$ **9,788.00**

Published Option Discount (5%) \$ **(389.40)**

C.

Description	Bid Price	Options	Bid Price
9R5-REAR MULTI LEAF SUSPENSION	\$ 105.00		
KNAPHEIDE KUV BODY UPFIT	\$ 19,930.00		
TOUGHRAK SIDE MOUNT LADDER RACK	\$ 775.00		

Total of C. Unpublished Options: \$ **20,810.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ **350.00**

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ **-**

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 275 miles

\$ **225.00**

H. Subtotal:

\$ **60,566.60**

I. Quantity Ordered 1 x H =

\$ **60,566.60**

J. Trade in: _____

\$ **-**

K.

\$ **-**

L. Total Purchase Price

\$ **60,566.60**



Bid Award Recommendation

Date: 5/1/2023 – VERF FY23 (Originally FY22)

Description: **Chevrolet Express Cut-A-Way Van with KUV Body**

Qty.: 1

Replaces: 5920-12, a 2011 Ford E250 Van - Facilities

Bidder: Lake Country Chevrolet, Seth Gamblin 512-436-1313
sgamblin.silsbeefleet@gmail.com
Via TIPS USA Cooperative Contract# 210907.

Item: **1 – Chevrolet Express 3500 Van with Knapheide KUV body and Ladder Racks**

Total Cost of Vehicles, Equipment & Installation:

\$60,566.60

It is Fleet Services recommendation to award the bid to **Lake Country Chevrolet** in the amount of **\$60,566.60** utilizing the **TIPS USA Cooperative Contract #210907**.

Fleet Services Manager

5/1/2023

Date



TOWN COUNCIL AGENDA J.7. CONSENT ITEM(S)

DATE: June 5, 2023

FROM: Blake Hummel, Senior Project Engineer

ITEM: **Consider approval of a Professional Services Agreement with Criado & Associates, Inc., for the design phase services associated with the Forest Vista AC Water Line Decommissioning project, in the amount of \$39,500.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Forest Vista AC Water Line Decommissioning project includes the abandonment of approximately 1,500 linear-feet of existing 6-inch AC water line that runs north from Forest Vista Drive along the east property line of the Stone Creek Addition Ph. III to Princewood Drive. Two residential services and meters that are currently serviced from the water line will be relocated to be in the Right-of-Way of Forest Vista Drive and connected to the Forest Vista Drive water main.

The scope of the Professional Services Agreement includes the preparation of surveys, design plans, contract specifications and record drawings.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The decision not to approve the proposed Professional Services Agreement for design would postpone the abandonment of the aging water line between Forest Vista Drive and Princewood Drive, as well as the relocation of existing residential water meters from private property to the ROW.

FISCAL IMPACT: \$39,500.00

Proposed Expenditure/(Revenue)
\$39,500.00

Account Number(s):
630-960-98773-6070

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

ATTACHMENTS:

1. Professional Service Agreement - Criado and Associates, Inc.
2. Form 1295 (Internal Use)

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
CRIADO & ASSOCIATES, INC.**

This contract is entered into on this 5th day of June, 2023, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Criado & Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 4100 Spring Valley Road, Suite 1001, Dallas, TX 75244.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Forest Vista AC Water Line Decommissioning project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

**I.
Employment of Consultant**

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Forest Vista AC Water Line Decommissioning project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Thirty-Nine Thousand Five Hundred and No/100 Dollars (\$39,500.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Blake Hummel, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.
Right to Inspect Records

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

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and

shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

XV. Provisions Surviving Termination

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

XVI. Changes

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

XVII. Conflicts of Interest

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

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

XVIII. Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

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

XIX. **Notice Information**

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

Blake Hummel, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 Telephone

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

David B. Hawkins, P.E.
Director of Utility Infrastructure
Criado & Associates, Inc.
4100 Spring Valley Road, Suite 1001
Dallas, Texas 75244
469-547-6072 Telephone
dhawkins@criadoassociates.com

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

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Criado & Associates, Inc.

By: [Signature]
Name: Cristina Criado, PE
Title: President/CEO

Date Signed: 05-23-2023

State of Texas §
 §
County of Dallas §

This instrument was acknowledged before me on the 23rd day of May, 2023, by Cristina Criado in her capacity as President/CEO of Criado & Associates, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same on behalf of and as the act of President/CEO.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 23rd DAY OF May 2023.

[Signature]
Notary Public, State of Texas

My Commission Expires:
7-18-26



EXHIBIT A
SCOPE OF SERVICES
FOREST VISTA AC WATER PIPE ABANDONMENT
FLOWER MOUND, TEXAS

0.0 GENERAL

0.1 Project Description

The project consists of the abandonment, in place, of approximately 1,500 LF of existing 6" AC pipe that runs from Forest Vista Dr. north along the east property line of Stone Creek Addition (Ph. III) and terminates at Princewood Dr. (The precise location of the existing 6" AC pipe is unknown.) The existing 6" AC pipe will be disconnected from the existing 12" water main along Forest Vista Dr. and a main line valve will be inserted. The meters from customer Nos. 1000 & 1004 will be relocated to the ROW line (verify existing bullhead meters located on customer No. 1002 lot) and install new service pipe to each customer (1000 & 1004), if needed. (See attached Exhibit B)

Plans will be prepared using conventional ground topographic surveying tied to the Texas State Plane Coordinate System, (NAD '83) and will be developed using 1"=40' scale for 11"X17" construction documents.

0.2 Project Phasing

NOT APPLICABLE

0.3 Design Standards

Design and preparation of construction drawings and technical specifications required for the project shall be in accordance with the most recent version of the following standards.

- a. City of Flower Mound Design Standards
- b. NCTCOG Construction Specifications and Details

1.0 PRELIMINARY DESIGN (60% PS&E)

1.1 Data Collection

Obtain and review available reports, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other features within the project area.

1.2 Design Meeting

Meet with City staff to review and discuss the primary design criteria, project scope, budgetary constraints, utility replacement priorities and other

preliminary data. Prepare a record of the preliminary design meeting and distribute it to all attendees.

1.3 Preliminary Design

- a. Work with other affected utilities such as gas, telephone, cable TV, and electric to obtain accurate information for horizontal and vertical data for their facilities.
- b. Distribute the plans to local utility companies (if any) to obtain information regarding impacts to their facilities.
- c. Review existing meter/valve vault data and dimensions to develop proposed valve replacement design details.
- d. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet
 - Quantity sheet
 - General notes sheet
 - Typical plan sheets (no profile needed) for water line abandonment, valve placement, meter relocations and service pipe install (Scale 1"=40' horizontal)
 - Miscellaneous Detail sheets

1.4 Preliminary Cost Estimate

Prepare a preliminary estimate of construction quantities and develop preliminary statement of probable construction cost.

1.5 Construction Specifications

Prepare outline of required construction specifications.

1.6 Preliminary Submittal

Submit three (3) sets of half size 11"x17" preliminary plans, digital PDF, outline of specifications, and preliminary estimates to City for review.

1.7 Client Review Meeting

Meet with City to discuss preliminary plans, outline of specifications, and cost estimate.

2.0 FINAL DESIGN (Construction Documents)

2.1 Address Client Comments

Revise preliminary plans incorporating comments received from City staff.

2.2 Franchise Utility Coordination

Incorporate comments from the utility companies.

2.3 Right-of-way Parcel / Easement Preparation (Not Applicable)

2.4 Prepare Final Plans

Prepare final plans for the proposed water improvements, including plans, details, notes and related information required for bidding.

2.5 Final Construction Cost Estimate

Prepare a final estimate of construction quantities and develop final statement of probable construction cost.

2.6 Construction Specifications

Finalize the technical special provisions. Prepare additional technical specifications, if necessary, for the proposed improvements to supplement the North Central Texas Council of Governments Specifications for Public Works Construction, City of Flower Mound standards, and other applicable standard specifications.

2.7 Contract Bid Documents

Assist the Client in preparing final bid documents, suitable for use by the Client and proposed bidders. Bid documents shall include bid proposal forms, construction plans, specifications, and other documents required by the Client.

2.8 Final Review Submittal

Submit three (3) sets of half size 11"x17" final plans, digital PDF, contract documents, and bid proposal forms prepared by the Engineer to the Client.

3.0 BID PHASE SERVICES**3.1 Plan Distribution**

Furnish plans and specifications to the Client for use by the potential bidders. Cost for these to be paid for under the "Reimbursable" section of the contract.

3.2 Addenda

Prepare and distribute addendum required to modify the requirements of the project during the bid phase, respond to requests for clarification, and issue instructions to the bidders as directed by the Client.

3.3 Prepare Final Plans and Specifications

A final specification and contract book will be prepared incorporating the contractor's executed contract documents and unit bid prices. Provide 3 sets of 11" x 17" plans and 3 sets of the specifications to the Client for construction purposes.

4.0 SPECIAL SERVICES (Hourly Billing with a Cap)

4.1 Topographic Survey for Design

- a. Establish Project Control. Horizontal Control shall be referenced to the Allterra VRS Network NAD-83 (2011 realization). Data shall be delivered in Surface Coordinates, utilizing the TxDOT Denton County Scale Factor of 1.00015063. Vertical Control shall be referenced to NAVD-88.
- b. Criado will not be required to obtain right-of-entry from private property owners. Should formal right-of-entry be required, the City of Flower Mound will secure formal right-of-entry on the behalf of Criado Survey.
- c. Criado Survey personnel will have access to the sites from 7:00 AM to 6:00 PM, Monday thru Friday throughout the duration of the project.
- d. Topographic services will be conducted to obtain features as outline in the Scope of Work description in the provided "Forest Vista Topo flat 20230208.pdf".
- e. Locate sufficient monumentation to provide "best-fit" right-of way and property line location.
- f. All easement identified within subject area will be reflected.
- g. Provide Texas811 coordination to obtain utility markings of underground utilities within the project limits. However, we do not accept responsibility for unresponsiveness by Texas811 or locating utilities not marked by Texas811.
- h. Coordinate right-of-entry to private property within the outline in this Scope of Work.

4.2 Permitting and Miscellaneous Services

- a. Efforts to obtain plan approval by TCEQ will be billed on an hourly basis. Any associated fees will be paid directly by the City.
- b. Efforts to obtain any required City and/or TxDOT permits will be billed on an hourly basis. Any associated fees will be paid directly by the City.
- c. Preparation of traffic control plan(s) will be billed on an hourly basis.
- d. Preparation of erosion control plan(s) will be billed on an hourly basis.

4.3 Subsurface Utility Engineering (SUE)

SUE has not been identified as needed at this time. However, Criado can be provide this service if needed.

5.4 Geotechnical Services NOT APPLICABLE.

5.0 EXCLUSIONS

The intent of the scope is to include only the services specifically listed above and none others. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:

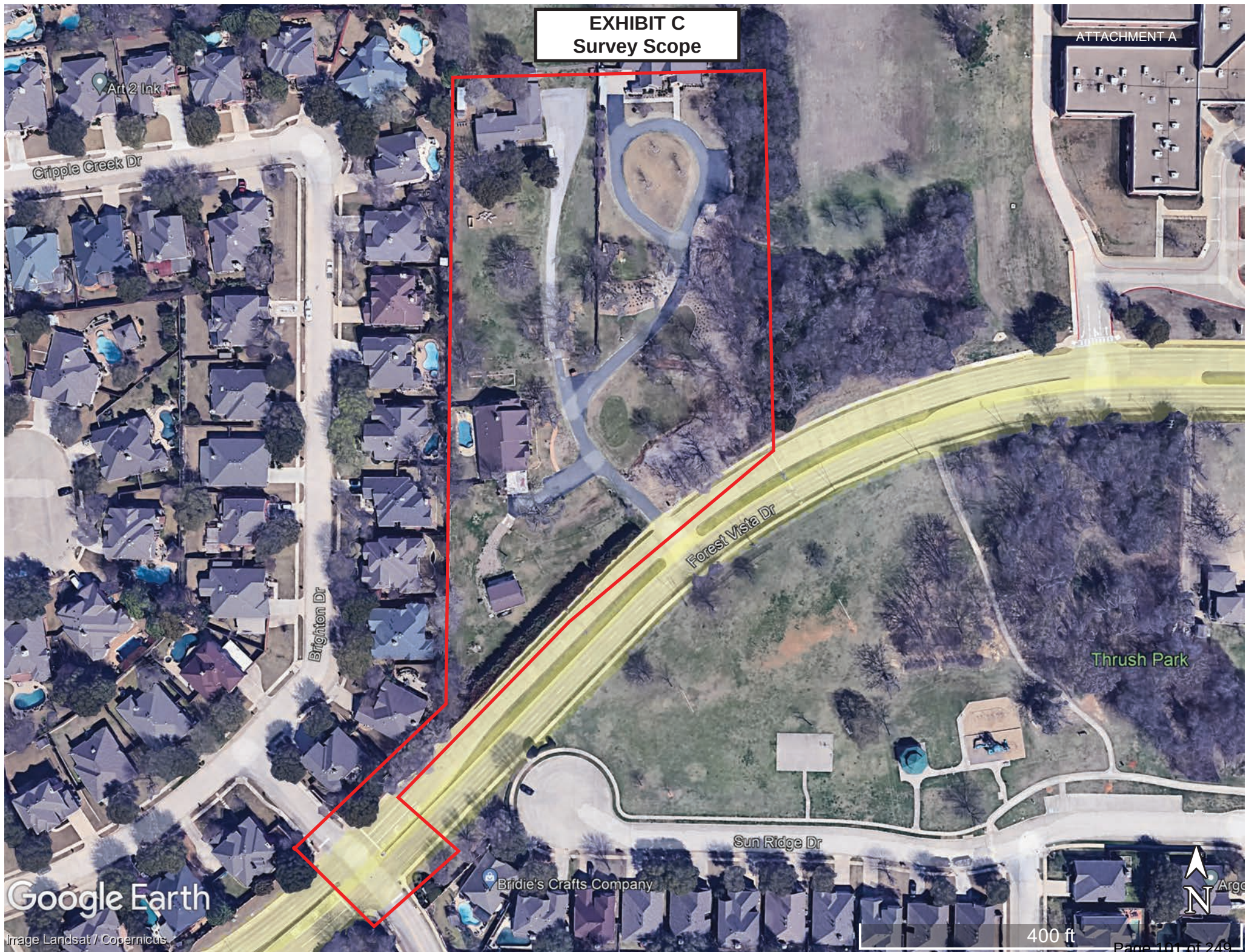
- Computer modeling and routing of wastewater flows and the hydraulic modeling of the water system.
- Title searches
- Fees for permits and advertising
- Easement preparation and documents
- Traffic engineering report or studies
- Floodplain reclamation plans
- Construction Inspection Services
- Designs for trench safety
- Retaining walls, etc., not included in proposal
- Revisions to plans as a result of revisions after completion of original final design (unless to correct error on plans)
- Consulting services by others not included in proposal
- Quality control and testing services during construction
- Prints furnished after acceptance of the required sets for construction in accordance with this Agreement
- Environmental Services / Archeological Research
- Prepare to serve or serve as an expert witness on behalf of the City in connection with any public hearings or legal proceedings
- Review monthly requests for payment from the contractor and prepare a recommendation for action by the Client
- Review the Contractor's monthly progress reports and provide review comments to the Client

- This project includes the design of on-site facilities only. Design of any off-site road, utility or drainage facility extensions which may be required to serve the project is not included in the engineer's scope
- Storm drainage and hydraulic design
- Landscape and Irrigation Design
- TV Inspection of existing wastewater system
- Right-of –Way Determination or Acquisition Services
- Storm Water Pollution Prevention Plan (SWP3)



EXHIBIT C
Survey Scope

ATTACHMENT A



Google Earth

Image Landsat / Copernicus

400 ft

April 20, 2023

Mr. Blake Hummel, PE, CFM
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**Re: Civil Engineering Fee Proposal for AC Pipe Abandonment and Meter Service Changeover
Forest Vista Drive (west and adjacent to the Forest Vista Elementary School)**

Dear Mr. Hummel:

We are most pleased to submit our revised fee proposal for the engineering services for the following water system improvements:

6" AC Pipe Abandonment: Abandon, in place, approximately 1,500 LF of existing 6" AC pipe that runs from Forest Vista Dr. north along the east property line of Stone Creek Addition (Ph. III) and will terminate at Princewood Dr. The precise location of the existing 6" AC pipe is unknown. Only one plan sheet (no profile) will be prepared showing the approximate location of the pipe to be abandoned and with notes providing directions to the contractor for pipe abandonment.

Forest Vista Dr. Improvements: Disconnect the existing 6" AC pipe from the existing 12" water main along Forest Vista Dr. and insert a main line valve; relocate the meters from customer Nos. 1000 & 1004 to the ROW line (verify existing bullhead meters located on customer No. 1002 lot); install new service pipe to each customer (1000 & 1004) with a relocated meter. Three plan sheets (maximum, with no profile) will be prepared showing the 12" main line valve to be installed and the meter reconnections on the north side of Forest Vista.

This lump sum fee proposal, for engineering and surveying services, includes the preparation of plans and specifications (suitable for construction and contractor pricing) for these improvements.

CRIADO will perform services for the project in accordance with the Scope of Work contained in **Exhibit A**, attached. The Fee Schedule for the work as described herein and **Exhibit A** is summarized below:

Basic Services:	Fee Not to Exceed
• Preliminary Design (60%)	\$ 16,000
• Final Design (Construction Documents)	\$ 6,000
• Bid Phase Services	\$ 1,500
Subtotal:	\$ 23,500
Special Services (Reimbursable Expenses):	
• Field Survey and Base mapping	\$ 11,500
• Right-of-Entry Coordination ¹	\$ 1,500
• Texas811 Coordination	\$ 1,200
• Misc. Reimbursables (billed with 1.1 markup) ²	\$ 1,800
Subtotal:	\$ 16,000
Total:	\$ 39,500

Note 1: We will make 3 attempts to gain right-of-entry

Note 2: Printing, mileage, etc

The above fee does not include any easements or permitting (TCEQ, Erosion Control Plan, TCP, etc.). We estimated 5 plan sheets will be needed in addition to the cover sheet, general notes sheet and standard detail sheet(s). We have attached the following: Criado's General Terms and Conditions, Scope of work (**Exhibit A**), project location map (**Exhibit B**) and survey scope of work (**Exhibit C**). The General Terms and Conditions will require approval and signature.

We appreciate the opportunity to be of service to you and the City of Flower Mound. If you have any questions, please do not hesitate to call me at 972-392-9092.

Sincerely,
Criado & Associates, Inc.



David B. Hawkins, PE
Director of Utility Infrastructure

Attachments:

- General Terms and Conditions
- Exhibit A – Scope of Work
- Exhibit B – Project Location Map
- Exhibit C – Survey Scope Location Map

N:\PROSPECT\P15178.01 Flower Mound_Forest Vista AC Water Line\02_Project Information\021_Proposal\Flower Mound AC Pipe abandon Proposal Letter 20230420.docx



TOWN COUNCIL AGENDA J.8. CONSENT ITEM(S)

DATE: June 5, 2023
FROM: Jeff Garner, Director of Facilities Management
ITEM: **Consider approval to utilize the City of Mesquite's bid #2020-027 with Master Cleaning Supply, Inc. to provide additional custodial supplies for all Town facilities in the estimated annual amount of \$80,000.**

BACKGROUND: This item is to seek Town Council's approval to utilize the City of Mesquite's bid #2020-027 with Master Cleaning Supply, Inc. for the purchase of additional custodial supplies. Master Cleaning Supply, Inc. can provide custodial supplies on a just-in-time basis, in larger quantities, at a lesser cost than our current provider for several items we purchase.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$80,000

Proposed Expenditure/(Revenue)
\$80,000

Account Number(s):
100-655-59200-2120

LEGAL REVIEW: N.A.

ATTACHMENTS:

1. 2020-027; Master Cleaning Renewal 2023
2. 2020-027 Master Cleaning

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



November 28, 2022

Mr. Huy Dang
Master Cleaning Supply, Inc.
2254 Royal Lane, Suite 200
Dallas, Texas 75229
huy@mastercleaningsupply.com

RE: Bid Renewal Option
Bid No.: 2020-027; Annual Supply of Janitorial Supplies
Contract Renewal Period: January 21, 2023 to January 20, 2024

Dear Mr. Dang:

Please allow this letter to serve as notice to proceed with renewal on the above-mentioned contract. The term is for a one-year period with an option to renew for four additional one-year periods. This is the ***third*** of four (4) one-year periods, renewable on the anniversary of the original date, provided bidder can maintain bid prices and both parties are in mutual agreement.

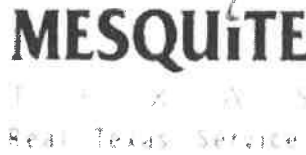
Thank you for your interest in serving our needs. We look forward to a successful business relationship. If you have any questions, please contact me at 972.216.6392.

Sincerely,

Ryan Williams

Ryan Williams
Purchasing Manager

Master Cleaning



RECEIVED
NOV 21 2019
CITY OF MESQUITE
PURCHASING DIVISION *RB*

BID NUMBER 2020-027

Annual Supply of Janitorial Supplies

DOCUMENTS ARE DUE PRIOR TO:

Nov 21, 2019 2:00:00 PM CST

NO LATE BIDS WILL BE ACCEPTED

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

DOCUMENTS MAY BE DELIVERED TO:

1515 N. GALLOWAY AVE.
PURCHASING DIVISION
MESQUITE, TX 75149

DOCUMENTS MAY BE MAILED TO:
CITY OF MESQUITE PURCHASING DIVISION
P.O. BOX 850137
MESQUITE, TX 75185-0137

Bids will be publicly opened and read by the Purchasing Manager. If mailed or delivered in person, write the bid number on the envelope in the lower left corner. Time Critical Bid/Proposal Deliveries: The City of Mesquite cannot guarantee, due to internal procedures, that any bids/proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either in person or via an alternate delivery method.

Bid 2020-027
Annual Supply of Janitorial Supplies

Bid Number 2020-027
Bid Title Annual Supply of Janitorial Supplies

Bid Start Date In Held
Bid End Date Nov 21, 2019 2:00:00 PM CST

Bid Contact Kelly E Espejo
Buyer
Purchasing
972-216-6390
respejo@cityofmesquite.com

Contract Duration 365 days
Contract Renewal 4 annual renewals
Prices Good for 45 days

Bid Comments Please see General Clauses and Conditions, Special Provisions and Bid Specifications
PRICES MUST BE QUOTED AS F.O.B. MESQUITE, TEXAS

Item Response Form

Item 2020-027--01-01 - Paper Products: Tissue
Quantity 500 case
Unit Price 34.99
Brand VON DREHLE
Item Number 5022
Delivery Location City of Mesquite
City of Mesquite, Warehouse
1101 E. Main St.
Mesquite TX 75149
Qty 500

Description

Tissue, 4-1/2" x 4-1/2", 500 2-ply sheets per roll, 96 rolls per case, "Facial Grade", ONLY City number 95-2-00000

Item 2020-027--01-02 - Paper Products: White Hand Towels, Single-fold
Quantity 300 case
Unit Price 24.70
Brand VON DREHLE
Item Number 540-W
Delivery Location City of Mesquite
City of Mesquite, Warehouse

1101 E. Main St.
Mesquite TX 75149
Qty 300

Description

White hand towels, single-fold, 9.25" x 10.25", 16 pkgs., 4,000 towels per case, Georgia Pacific No. GPC 209-04, or approved equivalent City number 95-2-00001

Item 2020-027--01-03 - Paper Products: White Hand Towels, Multi-fold
Quantity 800 case
Unit Price 17.90
Brand VON KUEHLE
Item Number B925B
Delivery Location City of Mesquite
City of Mesquite, Warehouse
1101 E. Main St.
Mesquite TX 75149
Qty 800

Description

White hand towels, multi-fold, 9.125" x 9.5", 16 pkgs., 4,000 towels per case, Georgia Pacific No. GPC 202-04, or approved equivalent City number 95-2-00002

Item 2020-027--01-04 - Paper Products: Paper Rim Cups
Quantity 25 case
Unit Price 46.10
Brand KONIE
Item Number 4.5 KR
Delivery Location City of Mesquite
City of Mesquite, Warehouse
1101 E. Main St.
Mesquite TX 75149
Qty 25

Description

Paper rim cups, 4.5 oz, 5,000 per case, SOLO No. 42RCP, or approved equivalent City number 95-2-00003

Item 2020-027--01-05 - Paper Products: Sure Wipe
Quantity 450 case
Unit Price
Brand
Item Number
Delivery Location City of Mesquite
City of Mesquite, Warehouse
1101 E. Main St.
Mesquite TX 75149
Qty 450

Description

Sure Wipe, 148 per box, 20 boxes per case, Georgia Pacific No. GP29221, or approved equivalent City number 95-2-00004

Item 2020-027--01-06 - Paper Products: Center Pull Towels

Quantity 50 case

Unit Price 18.50

Brand LONGHORN

Item Number CP600

Delivery Location City of Mesquite

City of Mesquite Warehouse

1101 E. Main St.

Mesquite TX 75149

Qty 50

Description

Center pull towels, 8" x 660 linear feet, embossed, 2-Ply, 6 rolls per case, Encore No. 4872, or approved equivalent City number 95-2-00016

Item 2020-027--01-07 - Paper Products: 1/2 Fold Paper Toilet Seat Covers

Quantity 20 case

Unit Price 26.75

Brand KARAT

Item Number JS-TSC5000

Delivery Location City of Mesquite

City of Mesquite Warehouse

1101 E. Main St.

Mesquite TX 75149

Qty 20

Description

1/2 fold paper toilet seat covers, Krystal Brand K-2500, or approved equivalent City number 95-2-00019

INVITATION TO BID (ITB) NO. 2020-027**CLOSING DATE AND TIME: NOVEMBER 21, 2019 - 2:00 P.M.****ANNUAL SUPPLY OF JANITORIAL SUPPLIES**

The City of Mesquite, Texas invites electronic bids, mailed bids or hand delivered bids from all qualified vendors desiring to bid on the Annual Supply of Janitorial Supplies, complying with the following specifications as listed herein.

The City of Mesquite strongly encourages all vendors to submit bids online through BidSync (www.bidsync.com). If you are unable to submit your bid electronically, you may submit a paper copy by courier or hand deliver **in a sealed envelope** to Ryan Williams, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Bids may be mailed to Ryan Williams, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "ITB No. 2020-027; Annual Supply of Janitorial Supplies," so the bids will not be opened until the appointed hour. Bids submitted must be received before bid closing on Thursday, November 21, 2019 at 2:00 p.m. Faxed or emailed bids will not be accepted on sealed bids.

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your bid, you may contact: purchasing@cityofmesquite.com.
2. If you do not intend to bid on this project, please complete the bottom portion of the bid sheet, mark bid sheet "NO BID" and return form to the Purchasing Department. Your assistance in this matter is greatly appreciated.
3. **Protection of Resident Workers:** The City of Mesquite actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
4. **Laws and Ordinances:** The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
5. Bidders desiring a copy of the bid tabulation sheet may request same by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE OR EMAIL.** If you have any questions, please contact the City of Mesquite Purchasing Department at 972-216-6201. Or, check our Web site at www.cityofmesquite.com 24-48 hours after bid opening for a bid tabulation.
6. Bid must be **received in duplicate**, on this form, prior to the closing date and time to be considered. Bids must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the ITB. The City of Mesquite will not be responsible for mail delivered from the post office. Bids received after the published time and date cannot be considered and will be returned unopened.

7. Bidder shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. This data is for informational purposes only and will not affect the bid award.
8. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
9. A completed W-9 form will be required within five (5) business days by the apparent low bidder once notification has been received.
10. The attached Non-Exclusion Affidavit for General Contractors form shall be signed, notarized and submitted with bid.
11. All bids must be signed by an authorized representative of the company.
12. The prices quoted in this bid proposal shall be F.O.B. Mesquite and cover costs for packaging, delivery, and handling. REGARDLESS OF THE SIZE OF ORDER, to the City of Mesquite Warehouse, 1101 E. Main Street, Mesquite, Texas 75149.
13. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the City.
14. The City of Mesquite reserves the right to reject any and all bids, waive formalities and to make award of bid as may be deemed to the best advantage of the City. No bid may be withdrawn within forty-five (45) days after date of opening.
15. This Contract may be terminated at any time with thirty-(30) days written notice by either the City of Mesquite or successful bidder.
16. Prices shall be filled in and extended on the item response form. In case of discrepancy between the unit price and the extension, the unit price will be taken.
17. Bidder shall complete all information requested and blanks provided shall be filled in on the item response sheet. Failure to completely describe the merchandise being bid may result in rejection of your bid.
18. The City is exempt from all sales and excise taxes.
19. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, bidder shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being bid may result in rejection of your bid.
20. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid at the regular quoted price. The contractor shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid amount.
21. Award of contract shall be made on an "item by item" basis at the discretion of the City of Mesquite.
22. Delivery upon request only. Bidder shall ship only quantities requested. There will not be any back orders.
23. Orders shall be placed on an "as-needed" basis at the discretion of the City of Mesquite. Bidders shall advise if there is a minimum dollar amount per order.
24. It is the vendor's responsibility to check for any addendums that might have been issued before the bid closing date and time.

25. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Mesquite and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Mesquite shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Mesquite ☒ Yes ☐ No.

26. Price quoted shall prevail for the entire term of the contract; one (1) year starting after bid is awarded by City Council to the successful bidder. A renewal option is included as a part of this bid for an additional four (4) one-year periods, renewable on anniversary of the original date, provided bidder can maintain bid prices and both parties are in mutual agreement.

SPECIAL PROVISIONS

1. Price escalation: The City of Mesquite favors fixed pricing. However, due to market conditions, which may result in an increase in the costs of materials awarded by this contract during the contract term, the City may consider, at its option, a request by the successful bidder for a price escalation equivalent to the percentage increase of materials. Price escalation will be made under the following conditions: 1) no request for a price escalation will be considered for the first year of the contract period; 2) Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation; 3) The City reserves the right to accept or reject the price increase; and 4) If the price increase is rejected, the Contractor shall provide the materials at the contracted price or may cancel the contract for the remaining term.
2. Successful bidder shall be able to deliver orders within one (1) week after receipt of order to the warehouse dock.
3. Bidder shall specify (on the Item Response form) the brand name and item number of janitorial items being bid on.
4. Samples shall be furnished upon request for test purposes.
5. All items shall be bid as specified when possible. Exceptions are to be taken if vendor is unable to supply the specified product. If exceptions are made to the specified quantities or quality products, the items shall be **"equal to" or "better than"** those items specified. Exceptions will be considered and shall be noted on a separate sheet. The sheet shall include the **MANUFACTURER and CATALOG NUMBER**. When exception is made, the bidder shall provide a catalog with the items marked in the catalog. In lieu of providing a catalog, a web link of the product description and picture will be acceptable. The City shall make the final decision as to the acceptability of item submitted.
6. Bidders shall fill out the following required documents and submit with bid. If the following forms are not included, the bid may be considered non-responsive.

Bid Check List:

- ☐ Item Response Form
- ☐ Conflict of Interest Form
- ☐ Non-Exclusion Affidavit for General Contractors
- ☐ Prohibition On Contracts With Companies Boycotting Israel - House Bill 793 Form
- ☐ Special Conditions, Terms, Delivery and Signature Page **(must be filled out completely)**

NOTICE

The following blank spaces in the contract are NOT to be filled in by the Respondent at the time of submitting his response. The contract form is submitted at this time to familiarize the Respondent with the form of contract, which the successful Respondent will be required to execute.

CONTRACT FOR GOODS AND SERVICES

THIS CONTRACT is made and entered into this the _____ day of _____, 2019 by and between the **CITY OF MESQUITE**, a Texas municipal corporation located in Dallas County, Texas, (hereinafter called CITY), acting through its duly authorized _____ City _____ Manager, _____ Cliff _____ Keheley, _____ and _____, a Texas corporation, located at _____, (hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

(BID NAME AND CONTRACT NO.)

for the bid sum of _____ **00/100 DOLLARS (\$0)** to be paid upon completion of service and/or acceptance of goods, in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement and the bid proposal including special and general provisions, advertisement for bid, instruction to bidders, COMPANY'S bid, all addenda issued prior to award of contract, all plans, drawings, technical specifications and all other documents identified as pertaining to this Contract all of which are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the other contract documents. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. PURCHASE/WORK ORDER

The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. Time is of the essence for this Contract.

IV. MODIFICATION AND ASSIGNMENT

This Contract may not be altered, modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

V. TERM

The term of this Contract commences on _____ 2019 and terminates on _____ 2020 (the "Term"). CITY may, at its sole discretion and subject to the annual appropriation of sufficient funds, renew this Contract for four (4) additional Terms.

VI. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty (30) days written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide

the goods and/or services in accordance with the contract documents after giving seven (7) days prior written notice. Irrespective of which party shall effect termination or the cause therefor, CITY shall within thirty (30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

VII. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Dallas County, Texas.

VIII. INDEPENDENT CONTRACTOR/INDEMNITY

IT IS AGREED FOR ALL PURPOSES HEREUNDER, THE COMPANY IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO THEIR ACTS OR OMISSIONS, BE DEEMED AN AGENT OR EMPLOYEE OF CITY.

COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM COMPANY'S GOODS AND/OR SERVICES PROVIDED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF, OR RESULTING FROM, THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS WHETHER OR NOT ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE OFFICERS, EMPLOYEES, OR AGENTS OF THE CITY.

COMPANY FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE ENGAGED IN THE DELIVERY OF SUCH GOODS AND/OR SERVICES PURSUANT TO THIS CONTRACT OR WHILE ON CITY'S PREMISES WHERE THE SERVICES ARE BEING PROVIDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS, REAL OR ALLEGED, IN THE VICINITY WHERE SUCH GOODS AND/OR SERVICES ARE TO BE DELIVERED BY COMPANY, WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, RESPONSIBILITY FOR ANY AND ALL SUCH DEFECTS BEING EXPRESSLY ASSUMED BY COMPANY. COMPANY UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND COMPANY WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

IX. INSURANCE

COMPANY shall provide and maintain, for the term hereof, all such insurance as set forth in the contract documents and it is the responsibility of COMPANY to provide CITY with a Certificate of Insurance, evidencing compliance at the time of execution hereof.

X. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap, or disability.

XI. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to CITY at the following address: **CITY OF MESQUITE, C/O PURCHASING MANAGER, 1515 NORTH GALLOWAY AVENUE, MESQUITE, TEXAS 75149**. Mailed notices shall be deemed to have been received three (3) days after mailing.

XII. COMPLIANCE WITH APPLICABLE LAWS

COMPANY shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect COMPANY or the services and/or items to be provided, specifically and not limited to any ethics laws. In particular, COMPANY is put on notice that CITY will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as "Chapter 176") requiring any person who contracts or seeks to contract with CITY to disclose potential conflicts of interest as defined in Chapter 176 by completing the attached Conflict of Interest Questionnaire and returning same to CITY in accordance with Chapter 176. Additionally, Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and instructions on filing Form 1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Failure to comply with any applicable laws, including Chapter 176, may result in: (i) the forfeiture by COMPANY of all benefits of this Contract; (ii) the retainage by CITY of all services performed by COMPANY; and (iii) the recovery by CITY of all consideration, or the value of all consideration, paid to COMPANY pursuant to this Contract.

XIII. MISCELLANEOUS

Pursuant to Section 2270.002, Texas Government Code, if the COMPANY employs 10 or more full-time employees and the Contract has a value of \$100,000 or more, the COMPANY hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001, Texas Government Code.

COMPANY further represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

XIV. SEVERABILITY

If any part of this Contract shall be stricken for any reason whatsoever or found to be invalid or unenforceable, that part will be severed and the remainder of this CONTRACT will continue in full force and effect.

XV. SURVIVAL

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Contract, and any other provisions of this Contract which, by their terms, are contemplated to survive (or to be performed after) termination of this Contract, shall survive cancellation or termination thereof.

XVI. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the parties hereto.

IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in three (3) counterparts, each of which shall be deemed an original, the day and year first written above.

**CITY OF MESQUITE
(CITY)**

(COMPANY)

By: _____
Cliff Keheley, City Manager

By: _____

Printed Name: _____

ATTEST:

Printed Title: _____

By: _____
Sonja Land, City Secretary

Acknowledgment

State of Texas, County of _____: Before me the undersigned authority on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing document and known to me to be the _____ (title) of _____, and acknowledged to me that (s) he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the ____ day of _____, 20____.

APPROVED AS TO FORM:

By: _____
City Attorney or designee

Notary Public in and for the State of Texas

STANDARDS OF CONDUCT

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please don't offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethic's officer at **972-329-8723**. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City's ethics officer at 972-329-8723. All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Cliff Keheley
City Manager

CONTRACTING WITH THE CITY OF MESQUITE

Updated: January 8, 2016

Conflict of Interest Questionnaire
And Disclosure of Interested Parties (Form 1295)

YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods or services. Further information regarding Texas Conflict of Interest laws and the ***Conflict of Interest Questionnaire*** (FORM CIQ) can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR RESPONSE.

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and FORM 1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.003(1)(a) with a local governmental entity and the vendor meets requirements under Section 176.005(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 176.005(a)(1), Local Government Code.) A vendor commits an offense if the vendor knowingly violates Section 176.005, 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. Master Cleaning Supply, 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. Huy Dang 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. N/A 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. N/A		
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] Signature of officer doing business with the governmental entity 11-20-19 Date		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/20/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.state.tx.us/Docs/LG/tit176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Non-Exclusion Affidavit for General Contractors

(System for Award Management)

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, Young Kim (Contractor Representative), hereby certify that neither I nor (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Mesquite staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

[Signature]
Signature of Contractor Representative

11/21/19.
Date

State of Texas

County of Dallas

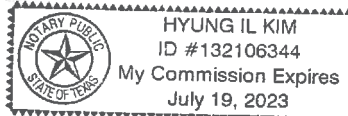
Before me, (insert the name and character of the officer), on this day personally appeared Young Kim, Manager, known to me (or proved to me on the oath of Young Kim or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of November, 2019 (year).

(Personalized Seal) Notary Public's

Signature

[Signature]
Notary Public's Signature



PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Chapter 2270, as amended by House Bill 793, provides that the City may not enter into a contract* with a company for goods or services unless the contract contains a written verification from the company that it: (i) does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean 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. "Company" is defined to mean a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

*** The requirement applies only to a contract that: (1) is between the City and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from City funds.**

I, Huy Dang
(Name of Certifying Official)

the Director of Sales
(Title or Position of Certifying Official)

of Master Cleaning Supply, Inc.
(Name of Company)

does hereby verify on behalf of said

company to the City of Mesquite that said company does not Boycott Israel and will not Boycott Israel during the term of this contract.

Huy Dang
Signature of Certifying Official

Director of Sales
Title

11-20-19
Date of Certification

SPECIAL CONDITIONS

The undersigned hereby certifies that he understands all the above specifications, has read them carefully and will deliver and furnish all merchandise and services as specified above in this bid.

DELIVERY

The delivery date shall be one of the determining factors in selecting the best bid for the City.

Within 4 calendar days/complete work in full, after receipt of order.

Minimum dollar amount per order \$ 400.

Contact information for checking status of orders and delivery:

Contact Name: Huy Dang Telephone: (972) 406-9165

Title: Director of Sales Fax: (972) 243-6712

TERMS

Payment terms are NET 30 unless otherwise specified. Prompt payment discounts will be used by the City in determining the lowest responsible bidder.

0 % discount if paid within 30 calendar days from delivery and acceptance of goods or completion of service.

Master Cleaning Supply, Inc.
Firm Name Submitting Bid

Huy Dang Director of Sales
Print/Type Name of Authorized Representative Title of Authorized Representative

Huy Dang 11-20-19
Signature of Authorized Representative Date

2254 Royal Ln. STE 200 Dallas, TX 75229
Address City, State, Zip

(972) 243-6747 (972) 243-6712
Telephone Number Telefax Number

huy@mastercleaningsupply.com
Email Address

TO THE VENDOR**DID YOU REMEMBER TO:**

- Abide by the General Clauses and Special Conditions
- Make note of the opening date and time. All bids must be submitted by 2:00 p.m. Bids received after 2:00 p.m. will not be accepted.
- Fill in the unit and extended price on your bid proposal.
- Fill in the total amount.
- Fill in the terms, if requested.
- Acknowledge receipt of all addendums.
- Fill in the delivery time or the calendar days (if applicable).
- Fill in the company name, address and phone number.
- Sign bid proposal.
- If submitting bid in paper format, include on the front of your sealed envelope the following information: Company name, address, bid number, opening date and time.

NOTE:

The city of Mesquite strongly encourages all vendors to submit bids online through BidSync (www.bidsync.com). If you are unable to submit your bid electronically, you may submit a paper copy to either of the locations listed below.

Mailing Address:

City of Mesquite
P.O. Box 850137
Mesquite, TX 75185-0137
Purchasing Office
972-216-6201
972-216-6397 Fax

Physical Address:

City of Mesquite
1515 N. Galloway
Mesquite, TX 75149

If the procedures are not followed, your bid could be disqualified.

Thank you

Ryan Williams
Manager of Purchasing

Question and Answers for Bid #2020-027 - Annual Supply of Janitorial Supplies

Overall Bid Questions

There are no questions associated with this bid.



TOWN COUNCIL AGENDA J.9. CONSENT ITEM(S)

DATE: June 5, 2023

FROM: Tammy Wilson, Chief Financial Officer

ITEM: **Consider approval of the engagement letter with Eide Bailly, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2023; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On July 20, 2020, an agreement with Eide Bailly, L.L.P., was approved for one year with an option to renew, at the Town's discretion, for four additional one-year terms. This request is to exercise the third renewal option, and to approve the engagement letter with Eide Bailly, L.L.P., for the fiscal year ending September 30, 2023. Each year a new engagement letter is submitted outlining the rights and responsibilities of both the auditors and Town staff.

The Town Charter requires an independent annual audit to be made of the books and accounts of each and every department. Eide Bailly, L.L.P., performed the audit for the fiscal year ending September 30, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$65,880

Proposed Expenditure/(Revenue)
\$65,880

Account Number(s):
100-650-51000-5110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. FLOWER MOUND - 2023 Eng Ltr

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



May 19, 2023

To the Town Manager and
Members of the Town Council of
Town of Flower Mound, Texas
C/O Ms. Tammy Wilson
2121 Cross Timbers Road
Flower Mound, Tx. 75028

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of **Town of Flower Mound, Texas (the Town)** as of September 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise **the Town's** basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual - General Fund
- TMRS Schedule of Changes in Net Pension Liability and Related Ratios
- TMRS Schedule of Contributions
- TMRS SDBF Schedule of Changes in Total OPEB Liability and Related Ratios
- Retiree Insurance Schedule of Changes in Total OPEB Liability and Related Ratios

Supplementary information other than RSI will accompany **the Town's** basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual Nonmajor Fund Statements and Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse.

We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about **the Town's** ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of **the Town's** basic financial statements. Our report will be addressed to the governing body of **the Town**. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit.

Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of **the Town's** major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS [*and, if applicable, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements*], we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;

14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
16. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including
 - i. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - ii. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report;
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and

(d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Assist with preparing the schedule of expenditures of federal awards in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Complete the auditee's portion of the Data Collection Form.

We will not assume management responsibilities on behalf of **the Town**. **The Town's** management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Shelby Ebarb is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in approximately January 2024.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$57,100 and our fee for the Single Audit will be \$8,750.

In addition to the noted fees, and due to the adoption of “GASB No. 96: Subscription-Based Information Technology Arrangements (SBITAs)” during fiscal year 2023, we expect to have a one-time fee of \$1,500 to audit the implementation of this standard. If **the Town** requires assistance with implementation of “GASB No. 96: SBITAs” we will negotiate fees with management at that time.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use **the Town’s** personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm’s performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney’s fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly’s secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to “read only” to prevent any unintentional deletion or alteration of your data;

(3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Town Manager and Members of the Town Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Abilene, Texas. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly’s services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly’s breach of this agreement or Eide Bailly’s violation of applicable professional standards. In no event shall Eide Bailly’s aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys’ fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months (“Limitation Period”) after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Texas law. Any unresolved Dispute shall be submitted to a federal or state court located in Abilene, Texas.

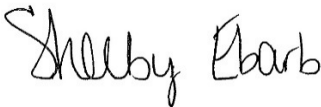
ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Shelby Ebarb
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of management of **Town of Flower Mound, Texas** by:

Name: _____

Title: Town Manager

Date: _____

Acknowledged and agreed on behalf of the Honorable Mayor and Members of the Town Council of **Town of Flower Mound, Texas** by:

Name: _____

Title: Mayor

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Eide Bailly LLP
Abilene, TX United States

Certificate Number:
2023-1020834

Date Filed:
05/15/2023

Date Acknowledged:

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

Town of Flower Mound, Texas

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

2023 Eng Ltr
Audit of 2023 Financial Statements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Flanagan, Chad	Fargo, ND United States	X	
	Kaiser, Andy	Denver, CO United States	X	
	Skeen, Paul	Salt Lake City, UT United States	X	
	Larson, Derrick	Sioux Falls, SD United States	X	
	Gorospe, Shilo	Rancho Cucamonga, CA United States	X	
	Daugherty, Jodi	Boise, ID United States	X	
	Hauk, Jeremy	Billings, MT United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Shelby Ebarb, and my date of birth is _____.

My address is 400 Pine Street, Suite 600, Abilene, TX, 79601, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Taylor County, State of Texas, on the 15th day of May, 2023.
(month) (year)

Shelby Ebarb

Signature of authorized agent of contracting business entity
(Declarant)



TOWN COUNCIL AGENDA J.10. CONSENT ITEM(S)

DATE: June 5, 2023
FROM: Brittni Barnett, Grants and Financial Analyst
ITEM: **Consider approval of an MOU to accept the transfer of the Public Works Emergency Response Team (PWERT) message board trailer from the City of Rowlett that was awarded to the City as part of the Homeland Security Grant Program; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The City of Rowlett applied for and was awarded a grant through the Office of the Governor as part of the Homeland Security Grant Program. This funding was utilized to purchase various Dynamic Message Boards (DMBs) to be added to the existing regional cache of DMBs spread across the north central Texas region. This equipment was identified by the North Central Texas Public Works Emergency Response Team (PWERT) member jurisdictions as a critical need for before, during and after a possible terrorism incident.

One of these DMBs, a Solar Technology Message Board, is being transferred from the City of Rowlett to the Town of Flower Mound so that it can be utilized regionally to aid in emergency responses as well as incidents within the Town of Flower Mound. Once the transfer is made, the message board will become Town of Flower Mound property and will be maintained and stored by the Town.

An MOU detailing the terms and conditions of the transfer must be signed by the Town.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Regional Equipment Transfer MOU
2. Grant Guidelines and Application

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

Regional Equipment Transfer MOU

Between

CITY OF ROWLETT

Sub-Recipient

and

TOWN OF FLOWER MOUND

Receiving Jurisdiction/Agency

Purpose

This Memorandum of Understanding (“MOU”) sets forth the terms, conditions, and understanding between the City of Rowlett (“Sub-recipient”) and the Town of Flower Mound (“Receiving Jurisdiction/Agency”) with regard to transferring and receiving equipment purchased with State and/or Federal grant funds.

Duration

This MOU shall become effective upon signature by the authorized officials from each Party and may be modified and/or terminated upon mutual consent of both authorized officials.

Certification

This is to certify that the equipment being transferred was acquired by the expenditure of grant funds awarded to the Sub-recipient.

The Receiving Jurisdiction/Agency certifies that they have received a copy of the Grantee Conditions and Responsibilities Memo (Attachment A) and have knowledge of, and are in compliance with, the laws, rules, and regulations of the grant, including compliance with all State and Federal grant eligibility requirements.

The Receiving Jurisdiction/Agency further certifies that they have received a copy of the Sub-Recipient’s Grant Award (“Award”) (Attachment B) and agrees to be bound by all the contract covenants and exhibits to the Award and any modifications or amendments to that Award. Sub-Recipient certifies that all Award documents and amendments are included in Attachment B.

The Sub-Recipient and Receiving Jurisdiction/Agency further certify that they are duly authorized and empowered by their governing body to enter into this MOU.

Equipment being transferred:

Item Description:	Solar Technology Message Board
Inventory Number:	N/A
Serial Number/VIN:	4GM2R1514M1440173
Model Number:	Silent Messenger II-SS IRT-112-1548
Acquisition Date:	June 28, 2021
Unit Cost/Fair Market Value:	\$18,724.64
% of Cost Federally Funded:	100
Grant Year/Program:	2020
FAIN:	EMW-2020-SS-00054
eGrants Grant Number:	4000801

Regional Equipment Transfer MOU

Sub-recipient Responsibilities:

The Sub-recipient agrees to:

- Notify Receiving Jurisdiction/Agency of any known modifications to applicable Award requirements within 15 business days of receipt.

Receiving Jurisdiction/Agency Responsibilities:

The Receiving Jurisdiction/Agency agrees to:

- Maintain compliance with the requirements of Federal and State granting agencies;
- Maintain all aspects of the asset, including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all Award requirements;
- Make available to Federal and State granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
- Ensure the Sub-recipient is notified by notifying the signatory at the address listed below when pass-through equipment is disposed of by the Receiving Jurisdiction/Agency in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management Standards (UGMS) Part III, Subpart C, Sec. 32 (e) Disposition;
- Ensure the equipment is maintained in good working order;
- Ensure a physical inventory is conducted every two (2) years;
- Ensure the equipment is used only as allowable under the Award; and
- Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response.

Certified & Agreed by:

Name of Sub-Recipient

Street/Mailing Address, City, County, Zip

Printed Name and Title

Signature

Date

Certified & Agreed by:

Name of Receiving Jurisdiction/Agency

Street/Mailing Address, City, County, Zip

Printed Name and Title

Signature

Date

Date of Transfer:

Sub-Recipient Signature

Printed Name and Title

Receiving Jurisdiction Signature

Printed Name and Title



Office of the Governor

Public Safety Office

Criminal Justice Division &
Homeland Security Grants Division

Grantee Standard Conditions and Responsibilities

September 2020

About This Document

In this document, grantees (also referred to as subrecipients) will find state and federal requirements and conditions applicable to grant funds administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at <http://eGrants.Gov.Texas.Gov> or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

If any term or provision of this Grant Agreement is found to be invalid or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The invalid term or invalid provision shall be deemed severable and stricken from the Grant Agreement as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.

1.3 *Amendments and Changes to the Grant Agreement*

OOG and the grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, Period of Performance, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

1.4 General Responsibility

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met. The Texas Uniform Grant Management Standards (UGMS), or any other guidance published by the Texas Comptroller of Public Accounts that supersedes UGMS, has more guidance on this topic.

1.5 Terms and Conditions

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with the grant agreement. The failure of OOG to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of OOG's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this grant agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this grant agreement.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

1.6 Special Conditions

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

1.7 *Public Information*

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the “PIA”). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively “Confidential Information”) shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may not render the whole of the information confidential. Any information which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee’s Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

1.8 *Remedies for Non-Compliance*

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;

6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.9 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.10 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding

the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

1.11 Fraud, Waste, and Abuse

- A. The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

- B. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an

investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants") or procurement contracts, or both:
 - a. It represents that:
 - i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

These provisions apply to all grantees and subgrantees or subcontractors.

1.12 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise

requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by OOG in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.13 Funds Limited by Agreement and Subject to Availability

The grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this grant. The grantee agrees that funding for this grant is subject to the actual receipt by OOG of grant funds (state and/or federal) appropriated to OOG for the grant program. The grantee agrees that the grant funds, if any, received from OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this grant. The grantee agrees that notwithstanding any other provision of this grant, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, OOG is not liable to pay the grantee the maximum liability amount specified in the SOGA or any other remaining balance of unpaid funds. If OOG or the program fund becomes subject to legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render performance under this grant agreement impossible, this grant agreement may be immediately terminated without recourse, liability, or penalty against OOG upon written notice to grantee.

1.14 Termination of the Agreement

OOG may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against OOG, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, OOG may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

OOG and grantee may mutually agree to terminate this Grant Agreement. OOG in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the

disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement. Following termination by OOG, grantee shall continue to be obligated to OOG for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, OOG's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by OOG in its sole discretion to be reasonable and necessary to cost-effectively terminate the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Communication with Grantee

Notice may be given to the grantee via eGrants, email, hand-delivery, delivery service, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in eGrants.

1.16 Limitation of Liability

To the extent allowed by law, the grantee agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands or suits whatsoever, including any litigation costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in grantee's performance under this grant agreement. The grantee shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by grantee with OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee further agrees to indemnify and hold harmless, to the extent allowed by law, the OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands, or suits, whatsoever, including any litigation costs, attorneys' fees, and expenses, that arise from any acts or omissions of grantee or any of its officers, employees, agents, contractors, and assignees, relating to this grant agreement regardless of whether the act or omission is related to this grant agreement. The defense shall be coordinated by grantee, OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by OOG, its officers, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that OOG or the State of Texas may have by operation of law.

1.17 Liability for Taxes

The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. OOG and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of OOG.

1.18 Force Majeure

Neither the grantee nor OOG shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.19 Debt to State

The grantee agrees, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.20 Grantee an Independent Contractor

The grantee expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. All persons furnished, used, retained, or hired by or on behalf of the grantee or any of the grantee's contractors shall be considered to be solely the employees or agents of the grantee or the grantee's contractors. The grantee or grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. The grantee agrees to take such steps as may be necessary to ensure that each contractor of the grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is responsible for all types of claims whatsoever due to actions or performance under this Grant Agreement, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

1.21 No Assignment of Rights or Obligations

The grantee may not assign this Grant Agreement or any of its rights or obligations under this Grant Agreement to any third party or entity. Any attempted assignment without OOG's prior written consent is void and may result in the termination of this Grant Agreement.

1.22 Funds Are for Sole Benefit of Grantee

It is expressly agreed that any solicitation for or receipt of funds of any type by the grantee is for the sole benefit of the grantee and is not a solicitation for or receipt of funds on behalf of OOG or the Governor of the State of Texas.

1.23 Permission for Use of OOG Name and Labeling

Other than the required statements listed in this document, grantee shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG. This Section is not intended to and does not limit the grantee's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act. This Section is not intended to and does not limit OOG's duties and obligations to report this Grant Agreement, any grant payments made under this Grant Agreement, any contract compliance or performance information or other state or federal reporting requirements applicable to OOG.

1.24 Acknowledgement of Funding and Disclaimer

All publications, including websites, produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency. In general, no publication may convey OOG's or any federal funding agency's (i.e. DOJ or FEMA) official recognition or endorsement of the recipient's project simply based on having received funding. For websites, the acknowledgement should be present somewhere on all major entry pages. Acknowledgement language for grants made through state fund sources is below and language for grants made through specific federal fund sources is included within the fund specific conditions memo.

For any state grant program: "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Public Safety Office of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

1.25 Royalty-Free License

Pursuant to 2 CFR 200.315(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OOG (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes:

- A. Any work subject to copyright developed under an award or subaward; and
- B. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

The recipient acknowledges that OOG (and the federal funding agency) have the right to:

- A. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and
- B. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data-general).

It is the responsibility of the grantee (and of each subgrantee or subcontractor if applicable) to ensure that this condition is included in any subaward under this award. The grantee has the responsibility to obtain from subgrantees, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subgrantee contractor, or subcontractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the OOG program manager for the award and not proceed with the agreement in question without further authorization from OOG.

1.26 Project Period

The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. OOG will not be obligated to reimburse expenses incurred after the performance period.

1.27 Project Commencement

The grantee must take reasonable steps to commence project activities upon receiving notice of a grant award. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a statement to OOG explaining the implementation delay. Upon receipt of the 90-day letter, OOG may cancel the project and redistribute the funds to other project areas. OOG may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

1.28 Project Close Out

OOG will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with OOG.

The grantee must promptly refund any balances of unobligated cash that OOG paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

1.29 Federal Program Laws, Rules, and Guidelines

The grantee must comply with applicable provisions of federal and state law and regulations, terms and conditions applicable to the federal awards providing funding for the grant award, and any applicable program guidelines, which may include:

- A. The Omnibus Crime Control and Safe Streets Act of 1968 (as amended - 42 U.S.C 3711 etseq.);
- B. Victims of Crime Act (VOCA) program guidelines, including the VOCA Final Rule effective August 8, 2016 and included in 28 CFR 94;
- C. Violence Against Women Act (VAWA) relevant statutory and regulatory requirements, including the Violence Against Women Act of 1994 (P.L., 103-322), the Violence Against Women Act of 2000 (P.L. 106-386), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113- 4), the Office on Violence Against Women's (OVW) implementing regulations at 28 CFR Part 90, OVW's general terms and conditions available at <http://www.justice.gov/ovw/grantees> (these do not supersede any specific conditions in the grant agreement), and the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide;
- D. The provisions of the current edition of the Department of Justice Grants Financial Guide;
- E. If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice (OJP) policies and requirements adopted by OOG related to human subjects found in 28 CFR Part 46;
- F. Section 2002 of the Homeland Security Act of 2002, as amended (P.L. 107-296) (6 U.S.C. § 603);
- G. If grantee receives a grant award in excess of \$150,000, it will 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). Any subgrants or contracts made by the grantee in excess of \$150,000 must contain this provision.
- H. All other applicable Federal laws, orders, circulars, or regulations.

1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 apply to any grants funded through an award from a Federal agency.

1.31 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, __.14, or any other guidance published by the Texas Comptroller of Public Accounts that supersedes UGMS, which are incorporated here by reference in the award terms and conditions.

2 Organizational Eligibility

2.1 *Good Standing for Eligible Grantees*

- A. The grantee is in good standing under the laws of the State in which it was formed or organized, and has provided OOG with any requested or required documentation to support this certification.
- B. The grantee agrees to remain in good standing with any state or federal governmental bodies related to the grantee's right to conduct its business in Texas, including but not limited to the Texas Secretary of State and the Texas Comptroller of Public Accounts, as applicable.
- C. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.
- D. The grantee is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 for additional information and guidance.
- E. The grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Grant Agreement, without costs to OOG.
- F. The grantee is currently in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.
- G. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
- H. The grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Grant Agreement.
- I. The grantee does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

2.2 *System for Award Management (SAM) Requirements*

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- B. Applicable to this Grant Agreement is the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
- C. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award

(see 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 1986 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. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

- D. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

2.3 Criminal History Reporting

Counties or other governmental entities required to maintain and report criminal history records per the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute and Governor's Executive Order GA-07, Order 8, in order to obtain or maintain eligibility for OOG grant funds.

2.4 Uniform Crime Reporting

Local units of governments receiving funds from OOG must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

2.5 National Incident-Based Reporting System

The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS). Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Local units of governments receiving funds from OOG must be actively working to transition to a NIBRS-based reporting system.

2.6 Immigration Related Matters

Compliance with 8 USC §§ 1373 & 1644 – In order to foster state and local cooperation in the enforcement of our nation's immigration laws, federal law provides that a government entity or official may NOT prohibit or otherwise restrict any government entity or official from exchanging information with federal immigration authorities about the immigration or citizenship status of any individual.

Furthermore, no individual or entity may prohibit or otherwise restrict a government entity from: (1) sending or receiving citizenship or immigration related information to and from federal immigration authorities; (2) maintaining the information; or (3) exchanging the information with any other federal,

state, or local government entity. Any grant applicant or recipient that has policies or practices (written or unwritten) that contravene the restrictions outlined above is not eligible for a grant that is awarded by or through the Office of the Governor.

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code which prohibits local entity or campus police departments from: (1) adopting, enforcing, or endorsing a policy under which the entity or department prohibits or materially limits the enforcement of immigration laws; (2) as demonstrated by pattern or practice, prohibiting or materially limiting the enforcement of immigration laws; or (3) for an entity that is a law enforcement agency or for a department, as demonstrated by pattern or practice, intentionally violate Article 2.251, Code of Criminal Procedure.

2.7 *E-Verify*

- A. The grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 (“IRCA”) regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (“IIRIRA”) enacted on September 30, 1996.
- B. The grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:
 1. All persons employed to perform duties within Texas, during the term of the Grant; and
 2. All persons employed or assigned by the grantee to perform work pursuant to the Grant Agreement, within the United States of America.

If this certification is falsely made, the Grant Agreement may be terminated.

- C. If applicable, grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security’s E-Verify system.

2.8 Deceptive Trade Practices Violations

The grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the grantee has not been found to be liable for such practices in such proceedings. The grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings. The grantee shall notify OOG in writing within five (5) calendar days if grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that the grantee or officers have been found to be liable for such practices in such proceedings.

2.9 Hurricane Contract Violations

Texas law prohibits OOG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, Hurricane Harvey, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 of the Texas Government Code, the grantee certifies that the entity named in this Grant Agreement is not ineligible from entering into this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.11 Special Requirements for Units of Local Government

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

- A. Texas General Appropriations Act, Art. IX, Parts 2, 3, and 5, except there is no requirement for increased salaries for local government employees;
- B. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

- C. Texas Government Code, Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

2.12 Special Requirements for Non-Profit Grantees

Each non-profit corporation receiving funds from OOG must obtain and have on file a blanket fidelity bond that indemnifies OOG against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the OOG grant period.

By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

- A. A copy of the recipient's 501(c)(3) designation letter;
- B. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or
- C. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

Grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Non-profit recipients of Victims of Crime Act (VOCA) funding that are not a 501(c)(3) organization finally certified by the Internal Revenue Service must make their financial statements available online.

Non-profit recipients of funds provided under the Juvenile Justice and Delinquency Prevention Act must have 501(c)(3) status recognized by the Internal Revenue Service.

Church, mosque, and synagogue recipients of Nonprofit Security Grant Program funding are not required to apply for and receive a recognition of exemption under section 501(c)(3). Such organizations are automatically exempt if they meet the requirements of section 501(c)(3).

2.13 Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses

Texas Government Code, Section 420.034, requires any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, to participate in a statewide electronic tracking system developed and implemented by the Texas Department of Public Safety.

3 Civil Rights

3.1 Compliance with Civil Rights and Nondiscrimination Requirements

- A. The grantee will comply with all State and Federal statutes relating to civil rights and nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

- B. The grantee will comply, and all its contractors and subgrantees will comply, with all federal statutes and rules relating to civil rights and nondiscrimination. These include but are not limited to:
1. 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;
 2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990 (42 USC § 12131-34);
 4. The Age Discrimination Act of 1974, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 6. 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;
 7. Sections §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 8. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 9. Any other nondiscrimination provisions in the specific statute(s) or the state or federal solicitation or funding announcement under which application for grant funds is being made, including but not limited to:
 - i. **Section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968** (codified at 34 U.S.C. 10228(c); see also 34 U.S.C. 11182(b)),
 - ii. **Section 1407(e) of the Victims of Crime Act of 1984** (codified at 34 U.S.C. 20110(e))
 - iii. **Section 40002(b)(13) of the Violence Against Women Act of 1994** (codified at 34 U.S.C. 12291(b)(13))
- C. A nondiscrimination provision that deals with discrimination in employment on the basis of religion is read *together* with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a recipient or subrecipient may not discriminate in employment based on religion, an OJP recipient or subrecipient that is a faith-based organization *may* consider religion in hiring, *provided* it satisfies particular requirements. Additional information on those requirements can be found at <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm#4>.
- D. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed in C. above) or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability.
- E. In the event any federal or state court or federal or state administrative agency makes a finding of

discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), or sex against the grantee, or the grantee settles a case or matter alleging such discrimination, the grantee must forward a copy of the complaint and findings to OOG and, as applicable, the Office of Justice Programs Office for Civil Rights (OCR), or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

- F. **All recipients of Department of Justice Grants** must review the Information on Civil Rights for grantees posted on the eGrants website available at: https://egrants.gov.texas.gov/FileDirectory/Civil_Rights_Presentation_11-2013.pdf. More information on Civil Rights and Nondiscrimination requirements for grantees receiving funding originating from the Department of Justice can be found at <https://ojp.gov/about/ocr/statutes.htm>.

3.2 *Limited English Proficiency*

The grantee will comply with Title VI of the Civil Rights Act of 1964, which prohibits grantees from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In order to facilitate compliance with Title VI, grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. More information can be found at <http://www.LEP.gov>.

3.3 *Equal Employment Opportunity Plan*

All recipients of Department of Justice grants must submit the Equal Employment Opportunity Plan (EEOP) certification information to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

The grantee acknowledges that failure to submit an acceptable EEOP (if recipient is required to submit one), that is approved by the Office for Civil Rights, is a violation of the Grant Agreement and may result in suspension or termination of funding, until such time as the recipient is in compliance.

4 Personnel

4.1 *Overtime*

Overtime is allowable to the extent that it is included in the OOG-approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued

outside of these guidelines are the responsibility of the grantee agency.

4.2 Notification of Grant-Contingent Employees

Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by OOG.

5 Travel

5.1 Travel Policies

The grantee must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established written policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

6 Contracts and Procurement

6.1 Procurement Practices and Policies

The grantee must follow applicable Federal and State law, Federal procurement standards specified in regulations governing Federal awards to non-Federal entities, their established policy, and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- A. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.
- B. When any contractual or equipment procurement is anticipated to be in excess of Simplified Acquisition Threshold, grantees must submit a Procurement Questionnaire <https://eGrants.gov.texas.gov/updates.aspx> to OOG for approval prior to procurement. Grantees must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- C. When contractual or equipment procurement is anticipated to be in excess of \$10,000, grantees must address termination for cause and for convenience by the grantee including the manner by which it will be affected and the basis for settlement.

6.2 Subcontracting

The grantee may not subcontract any of its rights or duties under this Grant Agreement without the prior written approval of OOG. It is within OOG's sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee, the grantee will ensure that its contracts with others shall require compliance with the provisions of this Grant Agreement to the extent compliance is needed to support the grantee's compliance with this Grant Agreement. The grantee, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant

Agreement and that OOG shall not be liable in any manner to any grantee subcontractor.

6.3 Buy Texas

If applicable with respect to any services purchased pursuant to this Grant Agreement, the grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

6.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

7 Equipment Requirements

7.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the Grant and as approved by OOG. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to OOG upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or OOG, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200 and/or the Uniform Grant Management Standards (UGMS), as applicable.

The grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between \$500 and \$4,999: sound systems and other audio equipment, still and video cameras, TVs, video players/recorders, desktop computers, laptop computers, data projectors, smartphones, tablets, other hand held devices, mobile/portable radios, and unmanned aerial vehicle (UAV) drones. (See Texas Government Code, Sec. 403.271(b) for further information. Users of these standards should contact

the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting Process User's Guide, Appendix A, available on the internet, for the most current listing.) The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to OOG at all times upon request.
- B. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.
- C. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- D. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment.

Upon termination of this Grant Agreement, title, use, and disposal of equipment by the grantee shall be in conformity with the UGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless UGMS requires otherwise.

7.2 Maintenance and Repair

The grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Agreement, the grantee shall use the proceeds to repair or replace said equipment.

7.3 Automated License Plate Readers

Any grantee requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Grantees must provide OOG with a copy of the certification received from DPS Crime Records Division.

8 Information Technology

8.1 Accessibility Requirements

If applicable, the grantee will comply with the State of Texas Accessibility requirements for Electronic

and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the grantee shall provide the Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration “Buy Accessible Wizard” (<http://www.buyaccessible.gov>). A company not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

8.2 Criminal Intelligence System Operating Procedures

Any information technology system funded or supported by these funds must comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 CFR Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

8.3 Blocking Pornographic Material

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

9 Indirect Costs

9.1 Approved Indirect Cost Rate

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. With the exception of grantees of federal awards who have never received a negotiated indirect cost rate as described in 2 CFR § 200.414(f), grantees choosing to apply indirect costs to the award must have an approved indirect cost rate agreement with their cognizant agency. A copy of the approval letter from the cognizant agency must be uploaded to the grant application for the grantee to be eligible for the indirect cost rate for the associated award.

Indirect cost rates are not generally allowed for state-funded grants, but may be approved by OOG at its sole discretion.

The indirect cost rate cited in the budget denotes the approved indirect rate at the time the grant was awarded. It is the grantee’s responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the grantee must be able to produce evidence of an approved indirect cost rate upon request.

9.2 *De Minimis Rate*

In accordance with 2 CFR § 200.414(f), grantees of federal funds that have never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee that is eligible to use the de minimis indirect cost rate, and that elects to use the de minimis indirect cost rate, must advise OOG in writing, in the grant application, before any such funds are obligated of both its eligibility and its election, and must comply with all associated requirements in 2 CFR § 200.414(f).

10 Audit and Records Requirements

10.1 *Grantee Subject to Audits*

The grantee understands and agrees that grantee is subject to relevant audit requirements present in state or federal law or regulation or by the terms of this award. For federally funded grants, audit requirements can be found in 2 CFR Part 200 or OMB Circular A-133. For state funded awards, audit requirements can be found in the Uniform Grant Management Standards.

10.2 *Single Audit Requirements*

Any grantee expending more than \$750,000 in state or \$750,000 in federal funds in a fiscal year is subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements or the requirements in the Texas Single Audit Circular, at <http://comptroller.texas.gov/procurement/catrad/ugms.pdf>.

The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

Grantees who are not required to have an audit for the grantee's fiscal year in which the state or federal awards were made or expended, shall so certify in writing to OOG. The grantee's chief executive officer or chief financial officer shall make the certification within 60 days of the end of the grantee's fiscal year.

10.3 *Cooperation with Monitoring, Audits, and Records Requirements*

- A. In addition to and without limitation on the other audit provisions of this Grant Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by the grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access

to any information the State Auditor's Office considers relevant to the investigation or audit. The grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the grantee and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the grantee related to this Grant Agreement. This Grant Agreement may be amended unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

- B. The grantee agrees to comply with the grant monitoring guidelines, protocols, and procedures established by OOG and any federal funding agency, and to cooperate with OOG and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or OOG and on all grant monitoring requests, including requests related to desk reviews and/or site visits.
- C. The grantee shall maintain adequate records that enable OOG and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The grantee shall maintain such records as are deemed necessary by OOG, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.
- D. OOG may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.
- E. The grantee authorizes OOG, the State Auditor's Office, the Comptroller General, and any relevant federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to the grant, the operation and management of the grantee, and compliance with this grant agreement and applicable state or federal laws and regulations; and will make them readily available upon request. The grantee will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.
- F. If requested, the grantee shall submit to OOG a copy of its most recent independent financial audit. If requested, the grantee shall submit to OOG any audited financial statements, related management letters and management responses of grantee, and financial audit documents or portions thereof that are directly related to the grantee's performance of its obligations under this Grant Agreement.
- G. OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide the grantee with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at the grantee's principal place of business and/or the location(s) of the grantee's operations during the grantee's normal business hours. The grantee shall provide to OOG or its designees, on the grantee's premises (or if the audit is being performed of a subcontractor, the subcontractor's

premises if necessary) private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in this Grant Agreement.

- H. In addition to the information contained in the required reports, other information may be required as requested by OOG, including OOG asking for more information regarding project performance or funds expenditures. In the event OOG requires additional information regarding the information or data submitted, the grantee will promptly provide the additional information. The grantee also agrees to assist OOG in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of OOG, the grantee must submit to OOG any additional documentation or explanation OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.
- I. If after a written request by OOG or a relevant federal agency, the grantee fails to provide required reports, information, documentation, or other information within reasonable deadlines set by OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then OOG may consider this act a possible default under this Grant Agreement, and the grantee may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the recipient's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk grantee; or termination of awards.
- J. The grantee agrees to hold any subcontractors or subgrantees to the provisions of this section and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. The grantee shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant. The grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement.

10.4 Requirement to Address Audit Findings

If any audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to OOG a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of OOG.

OOG, at its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increasing monitoring visits; requiring that additional or more detailed financial and/or programmatic reports be submitted; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and OOG may impose other requirements that OOG determines will be in the best interest of the State.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by OOG within the time period specified by OOG and to the satisfaction of OOG, at the sole cost of the grantee. The grantee shall provide to OOG periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

10.5 *Records Retention*

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. The grantee's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify performance and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, UGMS, and state law.
 - 1. The grantee must retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 - 2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.
 - 3. For all training and exercises paid for by this Grant, grantee must complete, deliver to the appropriate source, and then retain copies of all after-action reports and certificates of training completion for the time period specified in this Section.
 - 4. OOG or the Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records to OOG or federal custody when OOG or the Federal Funding Agency determines that the records possess long term retention value.
 - 5. The grantee must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by grantee pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

The grantee must include the substance of this Section in all subcontracts.

- C. If the grantee collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. The grantee shall establish a method to secure the confidentiality of any

records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of this Grant Agreement.

11 Prohibited and Regulated Activities and Expenditures

11.1 *Inherently Religious Activities*

A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

11.2 *Political Activities*

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form.

- E. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- F. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution’s academic mission that is not conducted for the benefit of a particular candidate or party.
- G. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

The grantee will include the language of this section in the award documents for all subawards at all tiers and will require all subrecipients to certify accordingly.

11.3 *Generally Prohibited Expenditures*

The following items and activities are specifically prohibited from being funded under this Grant Agreement:

- A. Costs of advertising and public relations designed solely to promote the governmental unit;
- B. Costs of international travel¹;
- C. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);
- D. Fundraising;
- E. Lobbying;
- F. Alcoholic beverages;
- G. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and
- H. Promotional items and memorabilia, including models, gifts, and souvenirs.

11.4 *Acorn*

The grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OOG.

¹ In certain circumstances international travel may be allowed under the Homeland Security Grant Program with prior written approval from the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).

11.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), prohibits the purchase of certain telecommunications and video surveillance services or equipment from specified entities. For more information on this prohibition please refer to Public Law No. 115-232 at <https://www.congress.gov/bill/115th-congress/house-bill/5515/text?format=txt>.

12 Financial Requirements

12.1 Financial Status Reports

Financial Status Reports must be submitted to OOG via eGrants. Unless otherwise specified by OOG, Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

1. April 22 (January-March quarter)
2. July 22 (April-June quarter)
3. October 22 (July-September quarter)
4. January 22 (October-December quarter)

A grant liquidation date will be established in eGrants. The final Financial Status Report must be submitted to OOG on or before the liquidation date or the grant funds may lapse and OOG will provide them as grants to others who need the funding. Payments will be generated based on expenditures reported in the reports. Upon OOG approval of the report, OOG will issue a payment through direct deposit or electronic transfer.

12.2 Approval of Financial Status Report

Grant payments will be generated based on expenditures as reported in the Financial Status Reports in eGrants or, if authorized by OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will issue through direct deposit or electronic transfer, though additional documentation may be required and this statement does not override other rules, laws or requirements. It is the policy of OOG to make prompt payment on the approval of a properly prepared and submitted Financial Status Report and any other required documentation.

12.3 Reimbursements

OOG will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, the grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

12.4 Generally Accepted Accounting Principles

The grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the grantee. The grantee shall follow OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement.

12.5 Program Income

"Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award. The grantee shall identify and report this income in accordance with OOG's reporting instructions. The grantee shall expend program income during the term of this Grant Agreement; program income not expended during the term of this Grant Agreement shall be refunded to OOG.

12.6 Refunds and Deductions

If OOG determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to OOG the amount identified by OOG as an overpayment. The grantee shall refund any overpayment to OOG within thirty (30) calendar days of the receipt of the notice of the overpayment from OOG unless an alternate payment plan is specified by OOG.

12.7 Liquidation Period

The liquidation date is ninety (90) calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to OOG.

12.8 Duplication of Funding

If grantees receive any funding that is duplicative of funding received under this grant, they will notify OOG as soon as possible. OOG may issue an adjustment modifying the budget and project activities to

eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be de-obligated from this award and returned to OOG.

12.9 Supplanting

Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated, allocated or disbursed for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at <https://eGrants.gov.texas.gov/updates.aspx>.

13 Required Reports

13.1 Measuring, Reporting, and Evaluating Performance

Grantees should regularly collect and maintain data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OOG. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by OOG or its designee. If requested by OOG, the grantee shall report on the progress towards completion of the grant project and other relevant information as determined by OOG. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that their activities and services effectively address and achieve the project's stated purpose.

13.2 Report Formats, Submissions, and Timelines

The grantee shall provide to OOG all applicable reports in a format and method specified by OOG. The grantee shall ensure that it submits each report or document required by OOG in an accurate, complete, and timely manner to OOG or the Federal sponsoring agency, as specified by this Grant Agreement or OOG, and will maintain appropriate backup documentation to support the reports. Unless filing dates are given herein, all other reports and other documents that the grantee is required to forward to OOG shall be promptly forwarded.

13.3 Failure to File Required Reports

Failure to comply with submission deadlines for required reports, Financial Status Reports, or other requested information may result in OOG, at its sole discretion, placing the grantee on immediate financial hold without further notice to the grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the grantee is

placed on financial hold, OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the grantee was placed on financial hold.

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4000801	Award Amount:	\$62,872.50
Date Awarded:	10/16/2020	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2020 - 09/30/2021	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2021	Grantee GPI:	\$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	Total Project Cost:	\$62,872.50
Grantee Name:	Rowlett, City of		
Project Title:	2020 SHSP - City of Rowlett - PWERT Cache Enhancement #1		
Grant Manager:	Adriana Lopez		
Unique Entity Identifier (UEI):	YCH3MZJKZJH9		
CFDA:	97.067 - Homeland Security Grant Program (HSGP)		
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency		
Federal Award Date:	9/4/2020		
Federal/State Award ID Number:	EMW-2020-SS-00054		

**Total Federal
Award/State
Funds**

\$98,320,229.00

Appropriated:

**Pass Thru Entity
Name:**

Texas Office of the Governor – Homeland Security Grants Division (HSGD)

**Is the Award
R&D:**

No

**Federal/State
Award
Description:**

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Supplemental Statement of Grant Award (SOGA)

The Supplemental Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the original and supplemental Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application, original and supplemental Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Adjustment' tab, the Grantee accepts the additional responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4000801	Award Amount:	\$68,173.92
Date Awarded:	March 24, 2022	Grantee Cash Match:	\$0.00
Grant Period:	10/1/2020 - 4/30/2022	Grantee In Kind Match:	\$0.00
Liquidation Date:	7/29/2022	Grantee GPI:	\$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	Total Project Cost:	\$68,173.92
Grantee Name:	Rowlett, City of		
Project Title:	2020 SHSP - City of Rowlett - PWERT Cache Enhancement #1		
Grant Manager:	Adriana Lopez		
Unique Entity Identifier (UEI):	122361769		
CFDA:	97.067 - Homeland Security Grant Program (HSGP)		
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency		
Federal Award Date:	9/4/2020		
Federal/State Award ID Number:	EMW-2020-SS-00054		

**Total Federal
Award/State
Funds**

\$98,320,229.00

Appropriated:

**Pass Thru Entity
Name:**

Texas Office of the Governor – Homeland Security Grants Division (HSGD)

**Is the Award
R&D:**

No

**Federal/State
Award
Description:**

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Original Project Cost Adjusted Project Cost New Project Cost

OOG Award Amount:	\$56,173.92	\$12,000.00	\$68,173.92
Grantee Cash Match:	\$0.00	\$0.00	\$0.00
Grantee In Kind Match:	\$0.00	\$0.00	\$0.00
Grantee GPI:	\$0.00	\$0.00	\$0.00
Total Project Cost:	\$56,173.92	\$12,000.00	\$68,173.92



Office of the Governor

Public Safety Office

Homeland Security Grants Division
Fund Specific Grant Conditions

Homeland Security Grant Program
FFY 2020 Award

September 2020

About This Document

In this document, grantees (also referred to as subrecipients) will find fund specific federal requirements and conditions applicable to the grant award administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

Any rights or privileges reserved or attributed to the federal awarding agency are also reserved or attributed to OOG, which may exercise them at its discretion.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at <http://eGrants.Gov.Texas.Gov> or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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Article I. Activities Conducted Abroad

Recipients and subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article II. Trafficking Victims Protection Act of 2000

Recipients and subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA), codified as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article III. Federal Leadership on Reducing Text Messaging While Driving

All recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article IV. Debarment and Suspension

Recipients and subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article V. Fly America Act of 1974

Recipients and subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article VI. Civil Rights and Nondiscrimination

Section 6.01 *Americans with Disabilities Act of 1990*

Recipients and subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. Sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Section 6.02 *Civil Rights Act of 1968*

Recipients and subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on

the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. Section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100, Subpart D)

Section 6.03 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients and subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Section 6.04 Civil Rights Act of 1964 – Title VI

Recipients and subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Section 6.05 Rehabilitation Act of 1973

Recipients and subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 6.06 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients and subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Section 6.07 Education Amendments of 1972

Recipients and subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational

program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Section 6.08 *Age Discrimination Act of 1975*

Recipients and subrecipients must comply with the requirements of the Age Discrimination Act of 1975 , Pub. L. No. 94-135 (1975) (codified as amended at Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII. Duplication of Benefit

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article VIII. Copyrights

Recipients and subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article IX. Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients and subrecipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article X. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, (15 U.S.C. Section 2225a), recipients and subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, (15 U.S.C. Section 2225).

Article XI. Disposition of Equipment

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the state must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313. Subrecipients should contact HSGD for instructions.

Article XII. Patents and Intellectual Property Rights

Recipients and subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XIII. DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XIV. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors (or subrecipients) must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XV. Terrorist Financing

Recipients and subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XVI. Acknowledgement of Federal Funding from DHS

Recipients and subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XVII. False Claims Act and Program Fraud Civil Remedies

Recipients and subrecipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XVIII. Lobbying Prohibition

Recipients and subrecipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XIX. National Environmental Policy Act

Recipients and subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XX. USA Patriot Act of 2001

Recipients and subrecipients must comply with requirements of section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), PUB. L. No 107.56, which amends 18 U.S.C. Sections 175-175c.

Article XXI. Non-Supplanting Requirement

Recipients and subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXII. Energy Policy and Conservation Act

Recipients and subrecipients must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. Section 6201 et seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXIII. Whistleblower Protections

Recipients and subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article XXIV. Federal Debt

Recipients and subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXV. Use of DHS Seal, Logo and Flags

Recipients and subrecipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXVI. Notice of Funding Opportunity

All of the instructions, guidance, limitations, and other conditions set forth in the federal Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients and subrecipients must comply with any such requirements set forth in the federal program NOFO.

Article XXVII. SAFECOM

Recipients and subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVIII. Operation Stonegarden Program Hold

The subrecipient is prohibited from drawing down Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United State Border Patrol (CBP/USBP). HSGD will receive the official notification of approval from FEMA/GPD and then notify the subrecipient.

Article XXIX. National Incident Management System (NIMS)

During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at <https://www.fema.gov/emergency-managers/nims/implementation-training>. As subrecipients of Federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve or be actively working to achieve all of the NIMS Implementation Objectives.

Agency Name: Rowlett, City of

Grant/App: 4000801 **Start Date:** 10/1/2020 **End Date:** 4/30/2022

Project Title: 2020 SHSP - City of Rowlett - PWERT Cache Enhancement #1

Status: Final

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Eligibility Requirements

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days. Click [here](#) for additional information from DPS on this new reporting requirement.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

Conversion to National Incident-Based Reporting System (NIBRS)

The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS). Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to this federal deadline, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Public Safety Office.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Requirements

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities.

Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention.** Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection.** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation.** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response.** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- **Recovery.** Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

This project will address identified gaps in the on-scene security, protection, and law enforcement target capability by enhancing existing regional FEMA NIMS Type 1 resource capabilities for Variable Message Signs, or Dynamic Message Boards (DMBs). Three (3) DMBs will be added to the existing regional cache of ten (10) DMBs spread across the north central Texas region. This equipment was identified by the North Central Texas Public Works Emergency Response Team (PWERT) member jurisdictions as a critical need before, during, and after a possible terrorism incident requiring the closure of multiple roadways and use of public information to secure and stabilize an incident area. The identification of this need is a result of recent terrorism and regional disaster events that have shown a significant need for DMBs and the benefit that deployed DMBs have provided.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

PWERT leadership participated in the 2019 North Central Texas (NCT) Threat and Hazard Identification and Risk Assessment update process that utilized lessons learned from past incidents, exercises, and scenarios. Through this process and recent PWERT activations for real-world incidents, PWERT leadership was able to identify and target response needs for securing an area against a complex coordinated terrorist attack (2019 NCT THIRA p. 4-5 & 40). It also identified this same gap against the remaining target threats/hazards: complex weather event, dam/levee failure, and wildfire/wildland fire (p. 6-12). On-scene security is best established through a combination of both personnel and perimeter and traffic control devices. Scene stabilization is also greatly improved through on-scene public information platforms, like DMBs. While the current cache of PWERT DMBs has been successfully deployed to several incidents requiring a regional response, several events have highlighted a greater need for these assets during large localized incidents and regional incidents. The ability to deploy an adequate number of these assets to a jurisdiction preparing for, responding to, or recovering from an incident is essential to not only the impacted area but also surrounding areas that have creeping impacts.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The NCT PWERT mutual aid system and NCTCOG working group was established in 2012. PWERT began receiving SHSP project funding in 2015 and has received funding each year to meet regional public works capability gaps across multiple functions. Beginning with the 2016 grant cycle, PWERT has obtained ten (10) variable/dynamic message boards that have been positioned across the region and deployed to support five localized and regional disasters, including two in 2019. While the existing cache was beneficial for these events, recent regional deployment and terrorism/terrorism-vulnerable events have shown that this cache is insufficient for supporting the type of response needed for a complex coordinated terrorist attack or regional disaster.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

PWERT used past incidents, the THIRA process, Stakeholder Preparedness Review (SPR), and hypothetical scenarios to determine capability gaps for terrorist attacks and similar incidents requiring the closure of roadways and public outreach to secure and stabilize an incident. This project will support several capabilities identified in the North Central Texas SPR, including: Forensics and Attribution (p. 24-27); Critical Transportation (p. 67-76); On-Scene Security, Protection, and Law Enforcement (p. 113-115); and Infrastructure Systems (p. 133-144). As identified in HSPD #8, the public works discipline is an integral part of first responder coordination and collaboration, which would be needed to quickly respond to and recover from terrorism-related incidents. The current gap of public works resources directly impacts the abilities of other first responder agencies.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The goal of this project is to enhance the region's ability to supply an adequate number of mobile messaging

platforms to a jurisdiction preparing for, responding to, or recovering from a complex coordinated terrorist attack or another large localized or regional disaster. Based on past event deployments in the region, PWERT leadership believes that the additional five (5) message boards will provide a sufficient support capacity for this capability.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

4.1.1. Develop a regionally-focused, multi-discipline, and all-hazards response system that ensures regions statewide have the necessary response teams and resources

Target Group :

Identify the target group and population expected to benefit from this project.

The cities of Balch Springs, Denton, Flower Mound, Princeton, and Richardson will directly benefit from this grant project. However, this project will benefit everyone in the Whole Community and first responder entities impacted by an incident requiring the use of roadway closures and public information reach to ensure safety. It will greatly increase the capacity of public works departments, law enforcement, the fire service, and EMS to increase their safety while carrying out their life-protecting and life-saving missions.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The City of Rowlett will coordinate the procurement of all items with PWERT leadership. All items procured by the City of Rowlett will be transferred to the following cache jurisdictions: City of Balch Springs, City of Denton, City of Flower Mound, City of Princeton, and City of Richardson. The transfer agreements will include requirements for asset tracking and auditing. The maintenance and training cost for the equipment will be borne by the cache jurisdictions.

You are logged in as User Name: ebalderas2010

Agency Name: Rowlett, City of
Grant/App: 4000801 **Start Date:** 10/1/2020 **End Date:** 4/30/2022

Project Title: 2020 SHSP - City of Rowlett - PWERT Cache Enhancement #1
Status: Final

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	03OE-03-SIGN Signs	Three (3) self-contained and solar-powered mid-sized variable/dynamic message boards. The message boards will meet FEMA Type I capabilities, including: a programmable display; a display capability of three lines of text, eight characters per line, minimum character height of ten inches, and all American Standard Code for Information Interchange (ASCII) characters and symbols; compliance with Manual of Uniform Traffic Control Devices (MUTCD); and the ability to be trailer mounted. Additionally, the DMB will have the ability to operate off AC power and have traffic control devices (e.g., traffic drums) to be placed around it for additional protection during deployments. Price per unit: \$20,907.50.	\$56,173.92	\$0.00	\$0.00	\$0.00	\$56,173.92	3
Equipment	03OE-03-SIGN Signs	Due to a cost-overflow, caused by an unanticipated supply-chain-related price increase, on Grant # 4000802 (2021 SHSP - City of Rowlett - PWERT Cache Enhancement),	\$10,833.00	\$0.00	\$0.00	\$0.00	\$10,833.00	1

		additional funding through this project will be used to partially fund the cost of a DMB from the 4000802 project. The cost for one message board was \$21,402.93. We will use \$10,833.00 from the 4000801 \$12,000 budget adjustment to partially fund one message board. The remaining \$10,569.93 will be funded through the 4000802 project. This line item will partially fund one (1) self-contained and solar-powered mid-sized variable/dynamic message board. The message board will meet FEMA Type I capabilities, including: a programmable display; a display capability of three lines of text, eight characters per line, minimum character height of ten inches, and all American Standard Code for Information Interchange (ASCII) characters and symbols; compliance with Manual of Uniform Traffic Control Devices (MUTCD); and the ability to be trailer mounted. Additionally, the DMB will have the ability to operate off AC power and have traffic control devices (e.g., traffic drums) to be placed around it for additional protection during deployments.						
Supplies and Direct Operating Expenses	21GN-00-SHIP Shipping	This line item was meant to cover the cost of shipping for one 4000802 project message board. The original estimated shipping cost for one message board was \$50; however, the shipping origin point and fuel cost	\$1,167.00	\$0.00	\$0.00	\$0.00	\$1,167.00	0

		increases significantly increased the per message board shipping cost. The final total shipping cost for three message boards totaled \$3,500. For this line item, we divided that by three for a total of \$1,167.00						
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of individuals participating in exercises.	0
Number of people trained.	0
Number of Special Response Team personnel provided with new or updated equipment.	72
Number of Special Response Teams created, maintained or enhanced.	63
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

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Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance regional response teams

Capabilities

Core Capability: On-scene Security, Protection, and Law Enforcement

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Deployable

☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

☐ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Obtain a City Council resolution authorizing the acceptance and approval of the award, project scope, and outputs/outcomes. Implement grant financial management and procurement procedures, including establishing a grant folder and requesting three quotes for each of grant budget component.; **Completion Date:** 11-02-2020

Milestone: Finalize vendor selection, including: completion of required competitive procurement documentation, completing debarment checks (SAM.gov), obtaining W-9s, and setting up vendors in financial system for the issuance of purchase orders. ; **Completion Date:** 01-04-2021

Milestone: Issue remaining purchase orders and begin equipment. Determine use of any cost savings (grant underruns) and request approval from OOG before issuing payment.; **Completion Date:** 02-16-2022

Milestone: Finalize receipt and make necessary corrections to received equipment. Collect all project documentation and begin making reimbursement requests to OOG. ; **Completion Date:** 04-05-2022

Milestone: Complete grant closeout requirements. Transfer equipment to cache locations. Notify PWERT leadership of project competition and deployment requirements.; **Completion Date:** 04-30-2022

NIMS Resources

☐ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool: Electronic Boards, Variable Message Signs (VMS)

Enter the ID of the typed resources from the Resource Type Library Tool: 7-508-1074

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Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	Project funds will purchase portable messaging equipment (dynamic message boards, or DMBs) for the 63-member North Central Texas Public Works Emergency Response Team (PWERT) to be deployed in response to any terrorism incident or disaster. The City of Rowlett is administering this project, but the equipment will be transferred to the cities of Balch Springs, Denton, Flower Mound, Princeton, and Richardson. This equipment will be available to all member jurisdictions for terrorism-related incidents or disasters. Additionally, this equipment is available to non-member jurisdictions in the region and across the State through Statewide mutual aid. This project will provide direct support for all special response teams requiring perimeter and traffic control devices to secure the scene of a terrorist attack or other disaster and communicate public information near the impacted area.

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CITY OF ROWLETT COUNCIL AGENDA ITEM

AGENDA DATE: 11/17/2020

AGENDA ITEM: 7D

TITLE

Consider action to approve a resolution authorizing the City Manager to accept the 2020 Rowlett Public Works Emergency Response Team (PWERT) Cache Enhancement grant award (#4000801) in the amount of \$62,872.50 from the 2020 State Homeland Security Program.

STAFF REPRESENTATIVE

Ed Balderas – Emergency Management Coordinator

EXECUTIVE SUMMARY

The Office of the Texas Governor (OOG) has awarded the City of Rowlett, as a member of the North Central Texas (NCT) Public Works Emergency Response Team (PWERT), a \$62,872.50 grant for the purchase of three traffic message boards. A City Council resolution, accepting the grant, is required before the funds are released. Additionally, a formal designation of an Authorized Official (AO) is required for grant management access through the OOG's eGrants web portal. The purpose of this item is to authorize the City Manager to accept the grant award as the City's Authorized Official (AO).

STRATEGIC PRIORITY AND GOAL(S)

Strategic Priority	Strategic Goal
 ENSURE A SAFE COMMUNITY	2.1 Emphasize planning, preparedness, and prevention in emergency management.

BACKGROUND INFORMATION

The NCT PWERT Working Group has established a strategic goal of enhancing the region's public works response capacity through the purchase of FEMA Type I trailer-mounted and solar-powered variable/dynamic message boards. To accomplish this goal, the working group tasked the PWERT Vice Chair and Emergency Management Chair, Ed Balderas, to submit an application for and, if awarded, manage the purchase and distribution of three of these message boards under the OOG's 2020 State Homeland Security Program. The working group determined that the recipients of the message boards will include: the City of Richardson, the Town of Flower Mound, and the City of Denton. On February 24, 2020, staff submitted an application for the purchase of the three message boards. On October 16, 2020, staff received notification that this application had been awarded by the OOG.

DISCUSSION

The City of Rowlett has been a member of the NCT PWERT working group since its inception. Not only has the City been a recipient of multiple PWERT-funded cache equipment transfers/distributions, but it benefitted greatly from the assistance provided by PWERT members after the December 26, 2015 tornado. Since February of 2018, the Rowlett EMC has served as the Vice Chair and Emergency Management Chair of the working group. This position is tasked with applying for and managing PWERT grants that result in the purchase and transfer/distribution of PWERT-funded cache equipment. For the 2020 SHSP grant cycle, this means the purchase and subsequent transfer of three (3) FEMA Type I trailer-mounted and solar-powered variable/dynamic message boards. The Rowlett Office of Emergency Management expects to transfer this equipment to the City of Richardson, Town of Flower Mound, and City of Denton. However, this list is subject to possible changes by the PWERT working group. Additionally, the City of Rowlett will maintain the ability to recover and reallocate the equipment, per direction from the working group. The purchase of the three message boards will enhance the regional public works capacity to respond to calls for assistance from PWERT-member jurisdictions, including the City of Rowlett.

FINANCIAL/BUDGET IMPLICATIONS

N/A. This grant does not require a local cost share.

RECOMMENDED ACTION

Move to approve a resolution authorizing the City Manager to accept the 2020 Rowlett PWERT Cache Enhancement grant award (#4000801) in the amount of \$62,872.50 from the 2020 State Homeland Security Program.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE 2020 ROWLETT PWERT CACHE ENHANCEMENT GRANT AWARD (#4000801) IN THE AMOUNT OF \$62,872.50 FROM THE 2020 STATE HOMELAND SECURITY PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2020 Rowlett Public Works Emergency Response Team (PWERT) Cache Enhancement project is designed to increase the region's preparedness and response capabilities for terrorism-related emergencies; and

WHEREAS, the Rowlett City Council has adopted a strategic priority of ensuring a safe community through, among other goals, an emphasis on preparedness in emergency management; and

WHEREAS, the City Council finds it is in the best interest of the citizens of Rowlett and citizens of other PWERT-member jurisdictions, that the 2020 Rowlett PWERT Cache Enhancement project be implemented under the 2020 State Homeland Security Grant Program grant year; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates the City Manager as the grant's authorized official who is given the authority and power to apply for, accept, reject, alter or terminate the grant on behalf of the City, the applicant agency.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:

SECTION 1: That the terms, provisions, and conditions of the 2020 State Homeland Security Program will be adhered to.

SECTION 2: The City Council hereby approves acceptance of awarded funds in the amount of \$62,872.50, for the 2020 Rowlett PWERT Cache Enhancement project, Grant Number #4000801.

SECTION 3: The City Manager or his designee, is hereby given the authority and power to apply for, accept, reject, alter or terminate the grant on behalf of the City, and is further authorized to take those steps necessary to comply with the intent of this resolution.

SECTION 4: This resolution shall become effective immediately upon its passage.

ATTACHMENTS

Attachment One – Statement of Grant Award

Attachment Two – Office of the Governor Fund Specific Conditions for Homeland Security Grant Program FFY 2020 Award

Attachment Three – Office of the Governor Grantee Standard Conditions and Responsibilities



City of Rowlett

Official Copy

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

Resolution: RES-145-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE 2020 ROWLETT PWERT CACHE ENHANCEMENT GRANT AWARD (#4000801) IN THE AMOUNT OF \$62,872.50 FROM THE 2020 STATE HOMELAND SECURITY PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2020 Rowlett Public Works Emergency Response Team (PWERT) Cache Enhancement project is designed to increase the region's preparedness and response capabilities for terrorism-related emergencies; and

WHEREAS, the Rowlett City Council has adopted a strategic priority of ensuring a safe community through, among other goals, an emphasis on preparedness in emergency management; and

WHEREAS, the City Council finds it is in the best interest of the citizens of Rowlett and citizens of other PWERT-member jurisdictions, that the 2020 Rowlett PWERT Cache Enhancement project be implemented under the 2020 State Homeland Security Grant Program grant year; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates the City Manager as the grant's authorized official who is given the authority and power to apply for, accept, reject, alter or terminate the grant on behalf of the City, the applicant agency.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:

SECTION 1: That the terms, provisions, and conditions of the 2020 State Homeland Security Program will be adhered to.

SECTION 2: The City Council hereby approves acceptance of awarded funds in the amount of \$62,872.50, for the 2020 Rowlett PWERT Cache Enhancement project, Grant Number #4000801.

SECTION 3: The City Manager or his designee, is hereby given the authority and power to apply for, accept, reject, alter or terminate the grant on behalf of the City, and is further authorized to take those steps necessary to comply with the intent of this resolution.

SECTION 4: This resolution shall become effective immediately upon its passage.

At a meeting of the City Council on November 17, 2020 this Resolution be adopted. The motion carried by the following vote:

Ayes: 7 Mayor Dana-Bashian, Mayor Pro Tem Grubisich, Deputy Mayor Pro Tem Bell, Councilmember Margolis, Councilmember Sherrill, Councilmember Laning and Councilmember Brown

The remainder of this page was intentionally left blank.

Approved by Jimmy Lee-Bashian
Mayor

Date November 17, 2020

Approved to form by David M. Berman
City Attorney

Date November 17, 2020

Certified by Laura Hallmark
City Secretary

Date November 17, 2020





CITY OF ROWLETT COUNCIL AGENDA ITEM

AGENDA DATE: 05/04/2021

AGENDA ITEM: 71

TITLE

Consider action to approve a resolution authorizing a purchase order in the amount of \$56,661.90 to Solar Technology, Inc. for the purchase of three (3) Silent Messenger II-SS IRT dynamic message boards and associated equipment through a U.S. General Services Administration purchasing contract #GS-07F-5946P.

STAFF REPRESENTATIVE

Ed Balderas, Emergency Management Coordinator

EXECUTIVE SUMMARY

As an active member of the North Central Texas (NCT) Public Works Emergency Response Team (PWERT) working group, the City of Rowlett has been awarded a \$62,872.50 grant from the 2020 State Homeland Security Program (SHSP) allocation to the North Central Texas Council of Governments (NCTCOG). The purpose of this item is to authorize the purchase of three (3) Silent Messenger II-SS IRT dynamic message boards and associated equipment under this grant award.

STRATEGIC PRIORITY AND GOAL(S)

Strategic Priority	Strategic Goal
 ENSURE A SAFE COMMUNITY	2.1 Emphasize planning, preparedness, and prevention in emergency management.

BACKGROUND INFORMATION

The NCT PWERT Working Group has established a strategic goal of enhancing the region's public works response capacity through the purchase of FEMA Type I trailer-mounted and solar-powered variable/dynamic message boards. To accomplish this goal, the working group tasked the PWERT Vice Chair and Emergency Management Chair (EMC), Ed Balderas, to submit an application for and, if awarded, manage the purchase and distribution of three of these message boards under the Office of the Governor's (OOG) 2020 State Homeland Security Program. The working group determined that the recipients of the message boards will include: the City of Richardson, Town of Flower Mound, and City of Denton.

On February 24, 2020, the Rowlett Office of Emergency Management submitted an application for the purchase of three of these message boards.

On October 16, 2020, staff received notification that this application had been awarded (award number 4000801).

On November 17, 2020, the City Council authorized the City Manager to accept the grant award (RES-145-20).

DISCUSSION

The City of Rowlett has been a member of the NCT PWERT working group since its inception. Not only has the City been a recipient of multiple PWERT-funded cache equipment transfers/distributions, but it benefitted greatly from the assistance provided by PWERT members after the December 26, 2015 tornado. Since February of 2018, the Rowlett EMC has served as the Vice Chair and Emergency Management Chair of the working group. This position is tasked with applying for and managing PWERT grants that result in the purchase and transfer/distribution of PWERT-funded cache equipment. For the 2020 SHSP grant cycle, this means the purchase and subsequent transfer of three (3) FEMA Type I trailer-mounted and solar-powered variable/dynamic message boards. The Rowlett Office of Emergency Management expects to transfer this equipment to the City of Richardson, Town of Flower Mound, and City of Denton. However, this list is subject to possible changes by the PWERT working group. Additionally, the City of Rowlett will maintain the ability to recover and reallocate the equipment, per direction from the working group. The purchase of the three messages boards will enhance the regional public works capacity to respond to calls for assistance from PWERT-member jurisdictions, including the City of Rowlett.

FINANCIAL/BUDGET IMPLICATIONS

This grant does not require a local cost share.

Budget Account Number and/or Project Code	Account or Project Title	Grant Amount	Proposed Amount	Remaining Amount
Project 9834 4053501-6708	2020 SHSP PWERT Cache Enhancement 1 – Message Boards 9834-FEDGRANT-CAPEQUIP-EQUIP	\$62,872.50	\$56,661.90	\$6,210.60
Total		\$62,872.50	\$56,661.90	\$6,210.60

RECOMMENDED ACTION

Move to approve a resolution authorizing a purchase order in the amount of \$56,661.90 to Solar Technology, Inc. for the purchase of three (3) Silent Messenger II-SS IRT dynamic message boards and associated equipment through a U.S. General Services Administration purchasing contract #GS-07F-5946P.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN AGREEMENT WITH AND APPROVING THE ISSUANCE OF A PURCHASE ORDER IN

THE AMOUNT OF \$56,661.90 TO SOLAR TECHNOLOGY, INC. FOR THE PURCHASE OF THREE (3) SILENT MESSENGER II-SS IRT DYNAMIC MESSAGE BOARDS AND ASSOCIATED EQUIPMENT THROUGH A U.S. GENERAL SERVICES ADMINISTRATION PURCHASING CONTRACT #GS-07F-5946P; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2020 Rowlett Public Works Emergency Response Team (PWERT) Cache Enhancement project is designed to increase the region's preparedness and response capabilities for terrorism-related emergencies; and

WHEREAS, the Rowlett City Council has adopted a strategic priority of ensuring a safe community through, among other goals, an emphasis on preparedness in emergency management; and

WHEREAS, the City Council finds it is in the best interest of the citizens of Rowlett and citizens of other PWERT-member jurisdictions, that the 2020 Rowlett PWERT Cache Enhancement project be implemented under the 2020 State Homeland Security Grant Program grant year; and

WHEREAS, on November 17, 2020 the City Council accepted the 2020 Rowlett PWERT Cache Enhancement Project grant award (#4000801); and

WHEREAS, the necessary equipment is listed under a U.S. General Services Administration purchasing contract #GS-07F-5946P; and

WHEREAS, the City Council of the City of Rowlett, Texas desires to purchase three (3) Silent Messenger II-SS IRT dynamic message boards and associated equipment through a U.S. General Services Administration purchasing contract #GS-07F-5946P.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:

SECTION 1: That the City Council of City of Rowlett, Texas does hereby approve an agreement with Solar Technology, Inc. for the purchase of three (3) Silent Messenger II-SS IRT dynamic message boards and associated equipment in the amount of \$56,661.90 through U.S. General Services Administration purchasing contract #GS-07F-5946P.

SECTION 2: That the City Council hereby authorizes the City Manager to execute purchase orders on the City's behalf to give effect to this Resolution and to execute such related documents as may be necessary or appropriate.

SECTION 3: This resolution shall become effective immediately upon its passage.

ATTACHMENTS

Attachment One – Solar Technology, Inc. Quote and GSA Contract #GS-07F-5946P Multiple Award Schedule (MAS) Pricelist



City of Rowlett

Official Copy

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

Resolution: RES-061-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN AGREEMENT WITH AND APPROVING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$56,661.90 TO SOLAR TECHNOLOGY, INC. FOR THE PURCHASE OF THREE (3) SILENT MESSENGER II-SS IRT DYNAMIC MESSAGE BOARDS AND ASSOCIATED EQUIPMENT THROUGH A U.S. GENERAL SERVICES ADMINISTRATION PURCHASING CONTRACT #GS-07F-5946P; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2020 Rowlett Public Works Emergency Response Team (PWERT) Cache Enhancement project is designed to increase the region's preparedness and response capabilities for terrorism-related emergencies; and

WHEREAS, the Rowlett City Council has adopted a strategic priority of ensuring a safe community through, among other goals, an emphasis on preparedness in emergency management; and

WHEREAS, the City Council finds it is in the best interest of the citizens of Rowlett and citizens of other PWERT-member jurisdictions, that the 2020 Rowlett PWERT Cache Enhancement project be implemented under the 2020 State Homeland Security Grant Program grant year; and

WHEREAS, on November 17, 2020 the City Council accepted the 2020 Rowlett PWERT Cache Enhancement Project grant award (#4000801); and

WHEREAS, the necessary equipment is listed under a U.S. General Services Administration purchasing contract #GS-07F-5946P; and

WHEREAS, the City Council of the City of Rowlett, Texas desires to purchase three (3) Silent Messenger II-SS IRT dynamic message boards and associated equipment through a U.S. General Services Administration purchasing contract #GS-07F-5946P.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:

SECTION 1: That the City Council of City of Rowlett, Texas does hereby approve an agreement with Solar Technology, Inc. for the purchase of three (3) Silent Messenger II-SS IRT dynamic message boards and associated equipment in the amount of \$56,661.90 through U.S. General Services Administration purchasing contract #GS-07F-5946P.

SECTION 2: That the City Council hereby authorizes the City Manager to execute purchase orders on the City's behalf to give effect to this Resolution and to execute such related documents as may be necessary or appropriate.

SECTION 3: This resolution shall become effective immediately upon its passage.

At a meeting of the City Council on May 4, 2021 this Resolution be adopted. The motion carried by the following vote:

Ayes: 7 Mayor Dana-Bashian, Mayor Pro Tem Grubisich, Deputy Mayor Pro Tem Bell, Councilmember Margolis, Councilmember Sherrill, Councilmember Laning and Councilmember Brown

(The remainder of this page was intentionally left blank.)

Approved by Tommy Davis-Bashian
Mayor

Date May 4, 2021

Approved to form by [Signature]
City Attorney

Date May 4, 2021

Certified by Laura Hallmark
City Secretary

Date May 4, 2021





CITY OF ROWLETT COUNCIL AGENDA ITEM

AGENDA DATE: 09/06/2022

AGENDA ITEM: 7E

TITLE

Consider action to approve a resolution authorizing the City Manager to execute regional equipment transfer agreements to transfer six (6) grant-funded Silent Messenger II-SS IRT dynamic message boards and associated equipment to North Central Texas (NCT) Public Works Emergency Response Team (PWERT) members.

STAFF REPRESENTATIVE

Ed Balderas, Emergency Management Coordinator

EXECUTIVE SUMMARY

The Rowlett Office of Emergency Management was awarded 2020 and 2021 State Homeland Security Program (SHSP) grant award funds to serve as a passthrough for the purchase and transfer of six (6) Silent Messenger II-SS IRT dynamic message boards and associated equipment to North Central Texas (NCT) Public Works Emergency Response Team (PWERT) members. The purpose of this item is to authorize the City Manager to execute the transfer agreements necessary to complete these grant projects.

STRATEGIC PRIORITY AND GOAL(S)

Strategic Priority	Strategic Goal
 ENSURE A SAFE COMMUNITY	2.1 Emphasize planning, preparedness, and prevention in emergency management.

BACKGROUND INFORMATION

The NCT PWERT Working Group has established a strategic goal of enhancing the region's public works response capacity through the purchase of FEMA Type I trailer-mounted and solar-powered variable/dynamic message boards. To accomplish this goal, the working group tasked the PWERT Vice Chair and Emergency Management Chair (EMC), Ed Balderas, to submit applications for and, if awarded, manage the purchase and distribution of six of these message boards under the Office of the Governor's (OOG) 2020 and 2021 State Homeland Security Program (SHSP) grant years. The PWERT working group determines the transfer recipients. Should an identified member choose not to be transferred a unit, the working group will choose another recipient.

The following table provides a summary of City Council actions on these awards.

Grant Number	Grant Year	Action	Date	Resolution
4000801	2020	Award acceptance	11-17-20	RES-145-20
4000801	2020	Purchase order approval	05-04-21	RES-061-21
4000802	2021	Award acceptance	11-02-21	RES-127-21
4000802	2021	Purchase order approval	04-19-22	RES-040-22

Staff has received all six message boards, installed additional supplies (e.g., padlocks and decals), and has started the grant closeout process.

DISCUSSION

The City of Rowlett has been a member of the NCT PWERT working group since its inception. Not only has the City been a recipient of multiple PWERT-funded cache equipment transfers/distributions, but it benefitted greatly from the assistance provided by PWERT members after the December 26, 2015 tornado. Since February 2018, the Rowlett EMC has served as the Vice Chair and Emergency Management Chair of the working group. This position is tasked with applying for and managing PWERT grants that result in the purchase and transfer/distribution of PWERT-funded cache equipment. For the 2020 and 2021 SHSP grant cycles, this means the purchase and subsequent transfer of six (6) FEMA Type I trailer-mounted and solar-powered variable/dynamic message boards.

Staff plans to transfer the message boards to PWERT members identified by the NCT PWERT working group. Should an identified member choose not to be transferred a unit, the working group will choose another recipient and staff will transfer the unit to that member.

Grant Year	PWERT Jurisdiction	Member	VIN	Value*
2020	City of Denton		4GM2R1512M1440172	\$ 18,724.64
	Town of Flower Mound		4GM2R1514M1440173	18,724.64
	City of Richardson		4GM2R1516M1440174	18,724.64
2021	City of Balch Springs		4GM2R1512N1440187	22,788.06
	City of Garland		4GM2R1514N1440188	22,788.07
	City of Princeton		4GM2R1516N1440189	22,788.06
Total Transfer Value				\$124,538.12

*Value represents the project cost.

The transfer of these message boards will enhance the regional public works' capacity to respond to calls for assistance from PWERT-member jurisdictions, including the City of Rowlett.

Failure to transfer the message boards may result in grant award non-compliance determinations, with a subsequent deobligation of funds, and/or risk the City's PWERT membership status.

FINANCIAL/BUDGET IMPLICATIONS

N/A

RECOMMENDED ACTION

Move to approve a resolution authorizing the City Manager to execute regional equipment transfer agreements to transfer six (6) grant-funded Silent Messenger II-SS IRT dynamic message boards and associated equipment to North Central Texas (NCT) Public Works Emergency Response Team (PWERT) members.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE REGIONAL EQUIPMENT TRANSFER AGREEMENTS TO TRANSFER SIX (6) GRANT-FUNDED SILENT MESSENGER II-SS IRT DYNAMIC MESSAGE BOARDS AND ASSOCIATED EQUIPMENT TO NORTH CENTRAL TEXAS (NCT) PUBLIC WORKS EMERGENCY RESPONSE TEAM (PWERT) MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rowlett City Council has adopted a strategic priority of ensuring a safe community through, among other goals, an emphasis on preparedness in emergency management; and

WHEREAS, the 2020 and 2021 Rowlett Public Works Emergency Response Team (PWERT) Cache Enhancement State Homeland Security Program (SHSP) projects were designed to increase the region's disaster response capabilities and enhance the City of Rowlett's access to these capabilities; and

WHEREAS, on November 17, 2020, the City Council accepted the 2020 Rowlett PWERT Cache Enhancement Project SHSP grant award (#4000801) and associated requirement to transfer grant-funded equipment to PWERT members identified by the North Central Texas (NCT) PWERT working group; and

WHEREAS, on November 2, 2021, the City Council accepted the 2021 Rowlett PWERT Cache Enhancement Project SHSP grant award (#4000802) and associated requirement to transfer grant-funded equipment to PWERT members identified by the NCT PWERT working group; and

WHEREAS, the transfer of the grant-funded equipment will allow staff to complete the terms of the grant awards and close the projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:

SECTION 1: That the City Council of the City of Rowlett, Texas does hereby approve an Agreement, attached hereto and incorporated herein as Exhibit A, authorizing a regional equipment transfer of six (6) grant-funded Silent Messenger II-SS IRT dynamic message boards and associated equipment to North Central

Texas (NCT) Public Works Emergency Response Team (PWERT) members identified by the PWERT working group.

SECTION 2: That the City Council hereby authorizes the City Manager to negotiate and execute regional equipment transfer agreements on the City's behalf to give effect to this resolution and to execute such related documents as may be necessary or appropriate.

SECTION 3: This resolution shall become effective immediately upon its passage.

ATTACHMENTS

Exhibit A – Office of the Governor Regional Equipment Transfer Agreement Form

Attachment One – PWERT Member and Dynamic Message Board Map



City of Rowlett

Official Copy

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

Resolution: RES-096-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE REGIONAL EQUIPMENT TRANSFER AGREEMENTS TO TRANSFER SIX (6) GRANT-FUNDED SILENT MESSENGER II-SS IRT DYNAMIC MESSAGE BOARDS AND ASSOCIATED EQUIPMENT TO NORTH CENTRAL TEXAS (NCT) PUBLIC WORKS EMERGENCY RESPONSE TEAM (PWERT) MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rowlett City Council has adopted a strategic priority of ensuring a safe community through, among other goals, an emphasis on preparedness in emergency management; and

WHEREAS, the 2020 and 2021 Rowlett Public Works Emergency Response Team (PWERT) Cache Enhancement State Homeland Security Program (SHSP) projects were designed to increase the region's disaster response capabilities and enhance the City of Rowlett's access to these capabilities; and

WHEREAS, on November 17, 2020, the City Council accepted the 2020 Rowlett PWERT Cache Enhancement Project SHSP grant award (#4000801) and associated requirement to transfer grant-funded equipment to PWERT members identified by the North Central Texas (NCT) PWERT working group; and

WHEREAS, on November 2, 2021, the City Council accepted the 2021 Rowlett PWERT Cache Enhancement Project SHSP grant award (#4000802) and associated requirement to transfer grant-funded equipment to PWERT members identified by the NCT PWERT working group; and

WHEREAS, the transfer of the grant-funded equipment will allow staff to complete the terms of the grant awards and close the projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:

SECTION 1: That the City Council of the City of Rowlett, Texas does hereby approve an Agreement, attached hereto and incorporated herein as Exhibit A, authorizing a regional equipment transfer of six (6) grant-funded Silent Messenger II-SS IRT dynamic message boards and associated equipment to North Central Texas (NCT) Public Works Emergency Response Team (PWERT) members identified by the PWERT working group.

SECTION 2: That the City Council hereby authorizes the City Manager to negotiate and execute regional equipment transfer agreements on the City's behalf

to give effect to this resolution and to execute such related documents as may be necessary or appropriate.

SECTION 3: This resolution shall become effective immediately upon its passage.

At a meeting of the City Council on September 6, 2022 this Resolution be adopted. The motion carried by the following vote:

Ayes: 6 Mayor Margolis, Mayor Pro Tem Winget, Councilmember Galuardi, Councilmember Grubisich, Councilmember Britton and Councilmember Bell

Absent: 1 Deputy Mayor Pro Tem Shinder

Approved by Blaire Mendoza
Mayor

Date September 6, 2022

Approved to form by [Signature]
City Attorney

Date September 6, 2022

Certified by Aura Hallmark
City Secretary

Date September 6, 2022



**SOLAR TECHNOLOGY, INC**

7620 Cetronia Road, Allentown, PA 18106

Phone: 610-391-8600 Fax: 610-391-8601

Internet: www.solartechtechnology.com**INVOICE**

Invoice Number: 2102150-IN	Customer: 00-ROWL150
Invoice Date: 6/25/2021	CITY ROWLETT TX - FIRE ADMINISTRATION
Terms: Net 30	ACCOUNTS PAYABLE
Order Number: 21-2247	PO BOX 99
Service Order:	ROWLETT, TX 75030-0099
Customer P.O.: 22100472	ALL PRICES IN US DOLLARS
F.O.B.: ALLENTOWN PA	Phone: (972) 412-6168
Ship VIA: PREPAID & ADD	Fax:
Salesperson: Lou Delligatti	Confirm To: ED BALDERAS
	E-Mail: ebalderas@rowlett.com

BILL TOCITY ROWLETT TX - FIRE ADMINISTRATION
ACCOUNTS PAYABLE
PO BOX 99
ROWLETT, TX 75030-0099**SHIP TO**FIRE ADMINISTRATION
ATTN: ED BALDERAS
4310 INDUSTRIAL STREET
ROWLETT, TX 75088

	U/M	Ordered	Shipped	Back Ordered	Unit Price	Extension
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GSA SCHEDULE # GS-07F-5946P

IRT-112-1548	EA	1.00	1.00	0.00	17,772.30	\$17,772.30
SILENT MESSENGER II-SS IRT			Whse: 900			

Standard Amber 54" x 92" Case
160 Watt Solar Array
4 Standard Batteries
Battery Charger 45amp 115VAC
2" Ball Coupler
USA w/ Cellular & GPS
Hydraulic Surge Brakes**Serial Number:** 440172

VIN # 4GM2R1512M1440172 Command Center # 82B5D7

OP-0169	EA	1.00	1.00	0.00	0.00	\$0.00
Secure 4-Battery Hold-Down			Whse: 900			

IRT-112-1548	EA	1.00	1.00	0.00	17,772.30	\$17,772.30
SILENT MESSENGER II-SS IRT			Whse: 900			

Standard Amber 54" x 92" Case
160 Watt Solar Array
4 Standard Batteries
Battery Charger 45amp 115VAC
2" Ball Coupler
USA w/ Cellular & GPS
Hydraulic Surge Brakes**Serial Number:** 440173

VIN # 4GM2R1514M1440173 Command Center # 82B5EE

OP-0169	EA	1.00	1.00	0.00	0.00	\$0.00
Secure 4-Battery Hold-Down			Whse: 900			

Continued

WARNING: Any and All Products, Assemblies, Subassemblies, Parts, Components, Documents, etc. (i.e. Anything and Everything Offered and/or Provided By Solar Technology, Inc. Either for Sale or Free of Charge) May Contain Chemicals Known To The State Of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm. For more information go to: www.p65warnings.ca.gov.

**SOLAR TECHNOLOGY, INC**

7620 Cetronia Road, Allentown, PA 18106

Phone: 610-391-8600 Fax: 610-391-8601

Internet: www.solartechnology.com

INVOICE

Invoice Number: 2102150-IN	Customer: 00-ROWL150
Invoice Date: 6/25/2021	CITY ROWLETT TX - FIRE ADMINISTRATION
Terms: Net 30	ACCOUNTS PAYABLE
Order Number: 21-2247	PO BOX 99
Service Order:	ROWLETT, TX 75030-0099
Customer P.O.: 22100472	Phone: (972) 412-6168
F.O.B.: ALLENTOWN PA	Fax:
Ship VIA: PREPAID & ADD	Confirm To: ED BALDERAS
Salesperson: Lou Delligatti	E-Mail: ebalderas@rowlett.com

ALL PRICES IN US DOLLARS

BILL TOCITY ROWLETT TX - FIRE ADMINISTRATION
ACCOUNTS PAYABLE
PO BOX 99
ROWLETT, TX 75030-0099**SHIP TO**FIRE ADMINISTRATION
ATTN: ED BALDERAS
4310 INDUSTRIAL STREET
ROWLETT, TX 75088

	U/M	Ordered	Shipped	Back Ordered	Unit Price	Extension
IRT-112-1548	EA	1.00	1.00	0.00	17,772.30	\$17,772.30
SILENT MESSENGER II-SS IRT			Whse: 900			
Standard Amber 54" x 92" Case						
160 Watt Solar Array						
4 Standard Batteries						
Battery Charger 45amp 115VAC						
2" Ball Coupler						
USA w/ Cellular & GPS						
Hydraulic Surge Brakes						
Serial Number: 440174						
VIN # 4GM2R1516M1440174	Command Center # 82B5F5					
OP-0169	EA	1.00	1.00	0.00	0.00	\$0.00
Secure 4-Battery Hold-Down			Whse: 900			

Cardmember Acknowledges Receipt of Goods and/or Services In the Amount of the Total Shown and Agrees to Perform the Obligations Set Forth by the Cardmember's Agreement with the Issuer.

Credit Card Account Ending With:**Authorization Number:****Credit Card Balance Amount:** \$ 0.00

NOTES: 1 1/2% per month finance charge on past due balances.
NO returns without prior authorization.
Parts are non-returnable.

PLEASE NOTE TERMS AND CONDITIONS OF SALE

Net Invoice:	\$53,316.90
Less Discount:	0.00
Freight and Handling:	2,250.00
Sales Tax:	0.00
Invoice Total:	\$55,566.90
Less Deposit:	0.00
	\$55,566.90

WARNING: Any and All Products, Assemblies, Subassemblies, Parts, Components, Documents, etc. (i.e. Anything and Everything Offered and/or Provided By Solar Technology, Inc. Either for Sale or Free of Charge) May Contain Chemicals Known To The State Of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm. For more information go to: www.p65warnings.ca.gov.

4445

1044-NO 12-1-20

DVG 12/15/20

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SOLAR TECHNOLOGY, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7620 CETRONIA ROAD

6 City, state, and ZIP code
ALLETOWN, PA 18106

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

or

Employer identification number

2	3	-	2	6	3	6	6	2	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶ **Maryse F Kleckner**

Do not print in black ink. Use a black ink ballpoint pen. Do not use a computer, typewriter, or other electronic device. Do not use a stamp or pre-printed text. Do not use a signature that is not your own. Do not use a signature that is not your own.

Date ▶ **11/20/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you must be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



CITY OF ROWLETT
4004 Main Street
ROWLETT, TEXAS 75088-5077
Phone: 972-412-6189

Purchase Order

Fiscal Year 2021

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

22100472

Bill To

FIRE ADMINISTRATION
4004 MAIN STREET
ROWLETT, TX 75088
Phone: 972-412-6198

Vendor

SOLAR TECHNOLOGY INC
7620 CETRONIA ROAD
ALLENTOWN, PA 18106

Ship To

FIRE ADMINISTRATION
4701 ROWLETT ROAD
ROWLETT, TX 75088
Email: purchasing@rowlett.com
Phone: 972-412-6230

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
610-391-8600	610-391-8601		

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
05/12/2021	4443			FIRE ADMINISTRATION

NOTES					
-------	--	--	--	--	--

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
--------	----------------------	-----	-----	------------	----------------

1	DYNAMIC MESSAGE BOARDS	55,566.900	EACH	\$1.00	\$55,566.90
---	------------------------	------------	------	--------	-------------

**

-IRT-112-1548 SILENT MESSENGER II-SS IRT STANDARD AMBER 54"X92"
CASE, 160 WATT SOLAR ARRAY, 4 STANDARD BATTERIES, BATTERY
CHARGER 45 AMP 115VAC, 2" BALL COUPLER, USA W/ CELLULAR & GPS,
HYDRAULIC SURGE BRAKES
3 @ \$17,772.30 = \$53,316.90
- FREIGHT \$2,250.00
FREIGHT TERMS: PREPAID & ADD

**

GSA CONTRACT #GS-07F-5946P

**

APPROVED BY CITY COUNCIL 5/4/2021
RES-061-21

GL Account: 4053501 - 6708 \$55,566.90
E-9834 -FEDGRANT -CAPEQUIP -EQUIP

GL SUMMARY					
------------	--	--	--	--	--

4053501 - 6708	\$55,566.90
----------------	-------------

Vicki Alfaro

Authorized Signature

Total Ext. Price

\$55,566.90

Purchase Order Total

\$55,566.90

PURCHASING COPY

City of Rowlett, Rowlett, Texas 75030		PAGE: 1 OF 1		CHECK NUMBER:	00243317
INVOICE DATE	INVOICE NUMBER	DESCRIPTION			INVOICE AMOUNT
06/28/2021	2102150-IN	DYNAMIC MESSAGE BOARDS & EQUIP PO #: 22100472 - FIRE ADMINISTRATION GL#:405-1-35-3501-0000-6708-			\$55,566.90
Vendor No.	Vendor Name		Check No.	Check Date	Check Amount
4443	SOLAR TECHNOLOGY INC		243317	07/09/2021	\$55,566.90


CITY OF ROWLETT
 P.O BOX 99
 ROWLETT, TEXAS 75030-0099

Vendor Number	Check Date	Check Number
4443	07/09/2021	243317

\$55,566.90

Pay *Fifty-five Thousand Five Hundred Sixty-six Dollars and 90 Cents*

To the
 Order Of

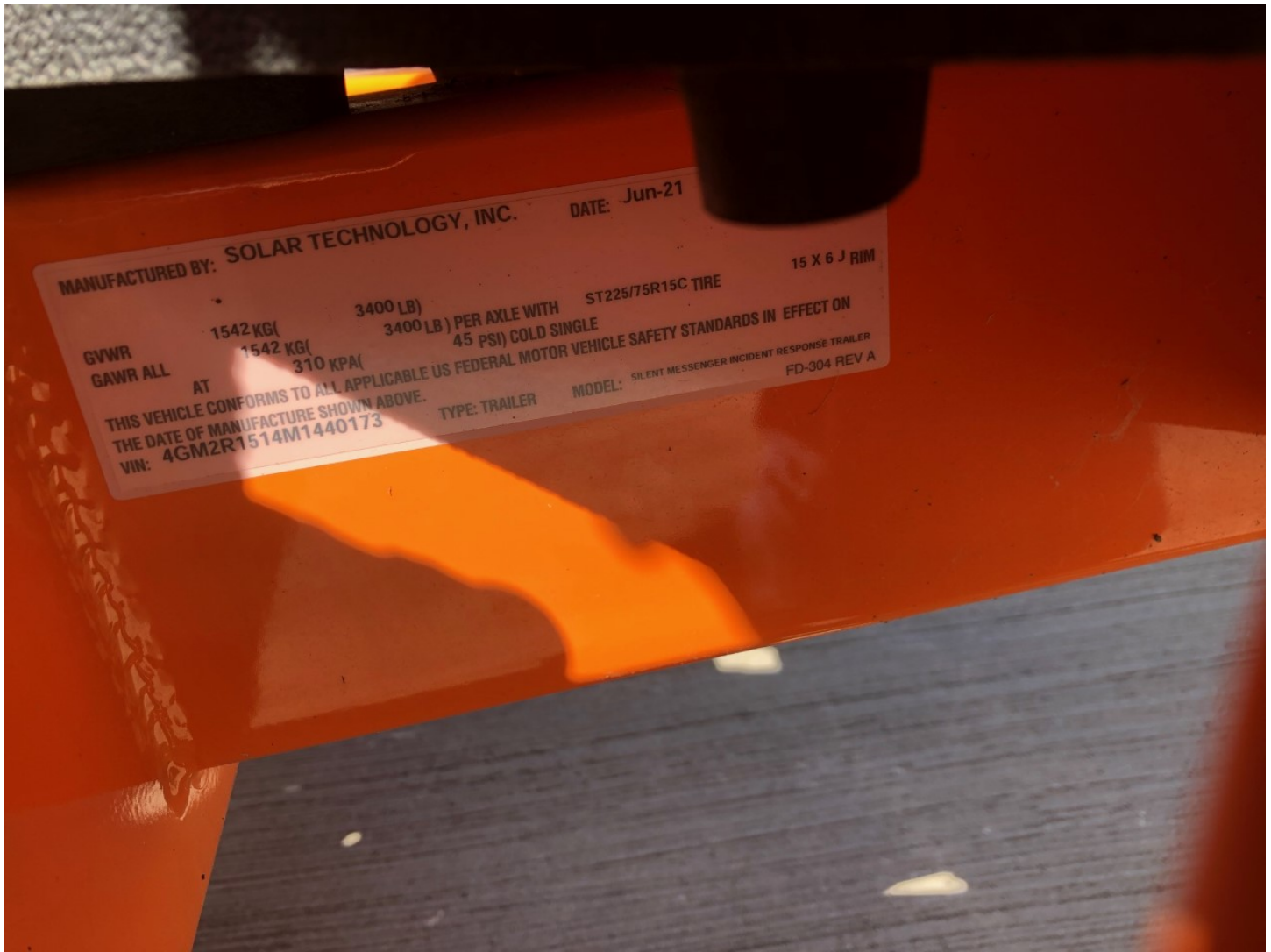
SOLAR TECHNOLOGY INC
 7620 CETRONIA ROAD
 ALLENTOWN, PA 18106

243317

FILE COPY

NON-NEGOTIABLE







SOLAR TECHNOLOGY, INC.
 7620 Cetronia Road, Allentown, PA 18106
 Phone: 610-391-8600 Fax: 610-391-8601

MANUFACTURER'S CERTIFICATE OF ORIGIN

I, the undersigned authorized representative of **SOLAR TECHNOLOGY, INC.**, hereby certify that the following vehicle is the property of the said corporation and is transferred on this date to the following distributor, dealer, or contractor.

VIN	Year	Make
4GM2R1514M1440173	2021	SOLAR TECHNOLOGY, INC.
Model		GWR
SILENT MESSENGER INCIDENT RESPONSE TRAILER		3400 LBS

CITY OF ROWLETT
 4701 ROWLETT ROAD, ROWLETT, TX 75088

It is further certified that this vehicle is a product of the United States of America and that this is the first transfer of this vehicle in ordinary trade and commerce.

Eric J. Zerphy
 President

SOLAR TECHNOLOGY, INC.

Duplicate



Solar Technology Inc.

Certificate of Origin

Seller:

Name Solar Technology, Inc.
Address 7620 Cetronia Road
City/State/Zip Allentown, PA 18106

Hereby transfers and sells the aforementioned goods and all rights and title and interest to

Buyer:

Name City of Rowlett
Address 4701 Rowlett Road
City/State/Zip Rowlett, TX 75088

On this date 3/26/23

Margaret K. Allen
Signed (Seller)

Lehigh
County

Jessica Allen
Notary Public-Name Printed

[Signature]
Signature

My Commission expires 11/14/26

Commonwealth of Pennsylvania - Notary Seal
Jessica Allen, Notary Public
Lehigh County
My commission expires November 14, 2026
Commission number 1253673
Member, Pennsylvania Association of Notaries

Hereby transfers and sells the aforementioned goods and all rights and title and interest to

Buyer:

Name _____
Address _____
City/State/Zip _____

On this date _____

Signed (Seller)

County

Notary Public-Name Printed

Signature

My Commission expires _____



TOWN COUNCIL AGENDA K.1. REGULAR ITEM(S)

DATE: June 5, 2023
FROM: Claire Barnes, Planner
ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 483 (SUP22-0006– 6201 Shoreview Accessory Dwelling) to permit an accessory dwelling. The property is generally located south of Shoreview Court and west of Bayshore Drive. (PZ recommended approval by a vote of 6 to 0 at its May 8, 2023, meeting.)**

BACKGROUND:

- Lot Size – 2.17 acres
- Zoning – Agricultural
- Proposed primary residence – 6,274 sf
- Proposed Accessory Dwelling – 716 sf
- Lot coverage – approximately 10.4%
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Exceptions – None
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its May 8, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

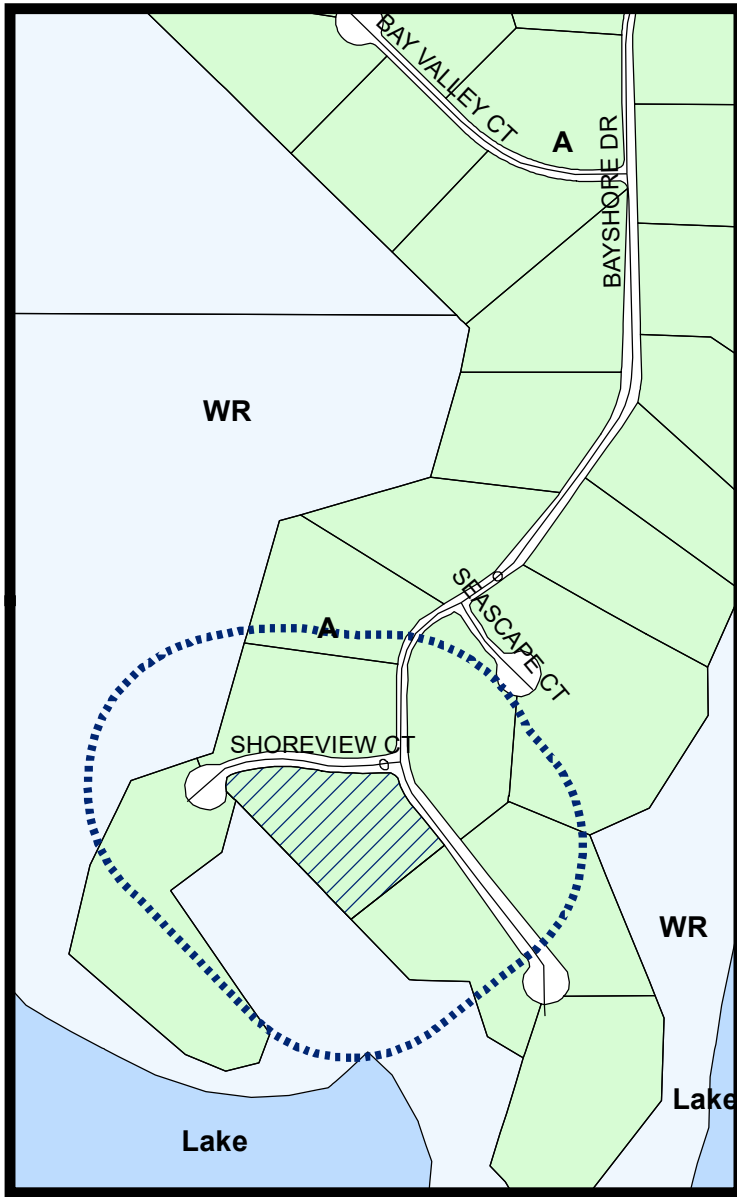
ATTACHMENTS:

1. Vicinity-Aerial Map
2. DRAFT Ordinance
3. DRAFT Exhibits

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

Vicinity Map

Reference Project: SUP22-0006



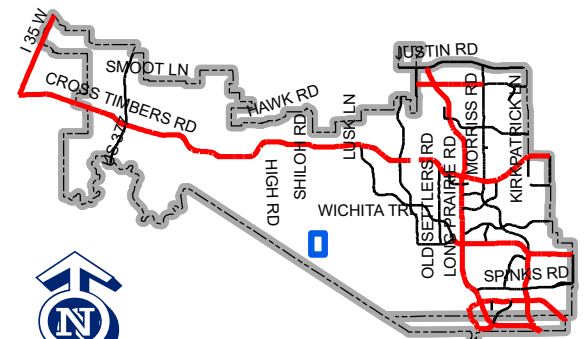
LEGEND

Agriculture Lake Water Recreation

Subject Property
 200 ft Notification Buffer around Property

Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flower-mound.com/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location

0 315 630 1,260 Feet

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, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 483 (SUP-483) FOR AN ACCESSORY DWELLING ON CERTAIN PROPERTY DESCRIBED AS LOT 22, BLOCK A OF THE LANDING AND ZONED A AGRICULTURAL DISTRICT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; 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 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 owner of the property described as 2.17 acres of land and being all of Lot 22, Block A of The Landing, Denton County, Texas, has filed an application for a Specific Use Permit for an accessory dwelling; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on May 8, 2023, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on June 5, 2023, with respect to the Specific Use Permit 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 Specific Use Permit on the property described herein; and,

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it 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 as shown below:

2.17 acres of land being all of Lot 22, Block A of The Landing, Denton County, Texas, commonly known as 6201 Shoreview Ct., Flower Mound, Texas.

The property shall remain in the A Agricultural zoning district and Specific Use Permit No. 483 (SUP-483) is hereby approved for an accessory dwelling, as more fully described in the exhibits attached hereto and incorporated herein.

SECTION 2

The Conceptual Plan and Conceptual Elevations of the proposed accessory dwelling, attached hereto as Exhibits "A" and "B," each incorporated herein for all purposes allowed by law, are hereby approved as the Conceptual Plan and Conceptual Elevations for Specific Use Permit No. 483 (SUP-483).

SECTION 3

The official Zoning Map of the Town of Flower Mound is amended and the Director of Planning Services is directed to revise the official Zoning Map to reflect the approved Specific Use Permit No. 483 (SUP-483), as set forth above.

SECTION 4

The use of the Property described above shall be subject to all 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, 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, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 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 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 5TH DAY OF JUNE, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

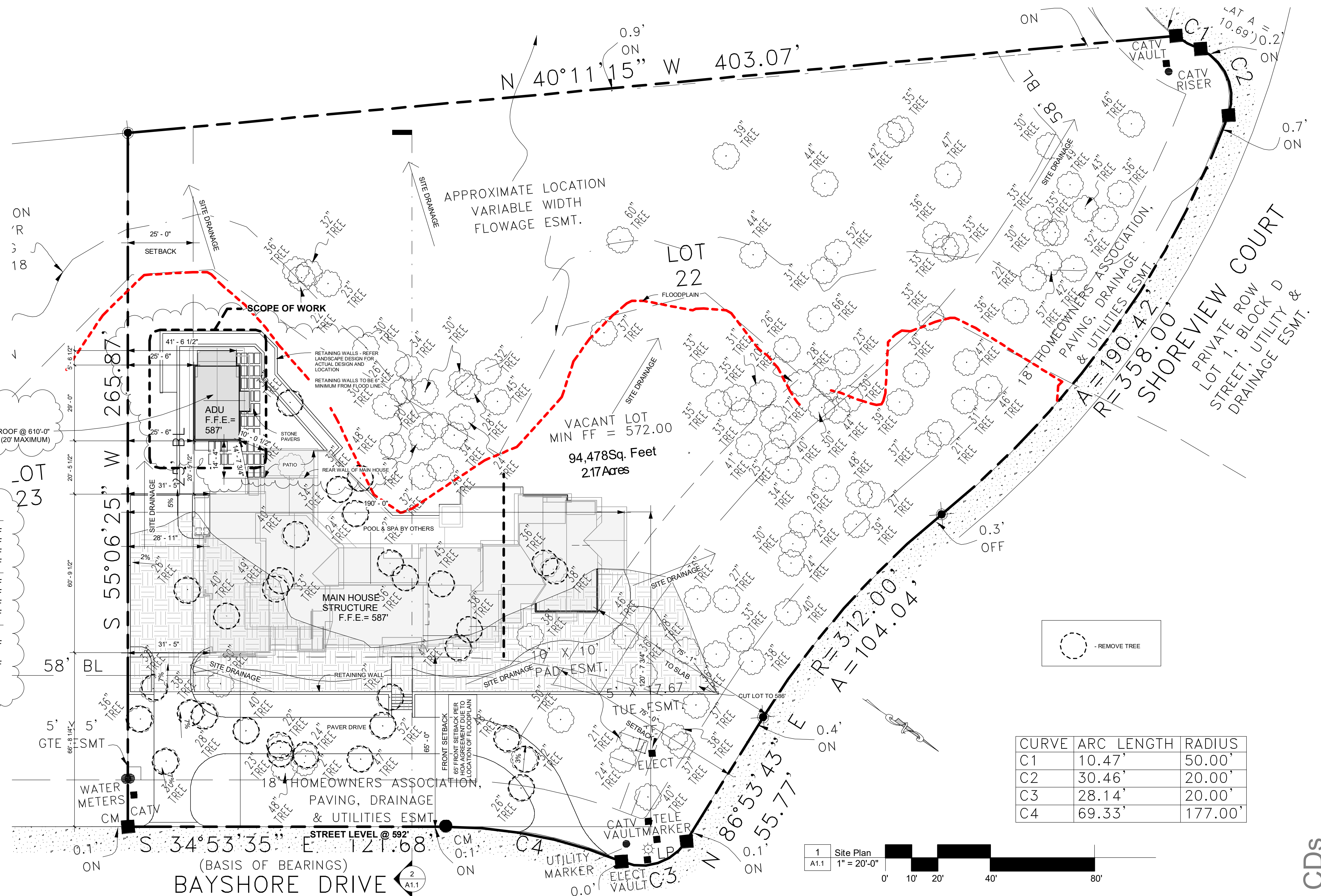
Theresa Scott, TOWN SECRETARY

Site Section drawing showing building elevation and height markers. The drawing includes a cross-section of a building with a sloped roof and a staircase. Key height markers are indicated on the right side:

- HIGHEST POINT OF ROOF: 610' - 0"
- 9'-0" SUITE P.L.: 607' - 0"
- SuiteFloor: 598' - 0"
- 9'-0" P.L.: 596' - 0"
- Street Level: 592' - 0"
- 1st Floor: 587' - 0"

A vertical dimension line on the far right indicates a height of 18' - 0" FROM STREET HEIGHT TO HIGHEST POINT OF ROOF (20' MAXIMUM).

2	Site Section
A1.1	1" = 20'-0"

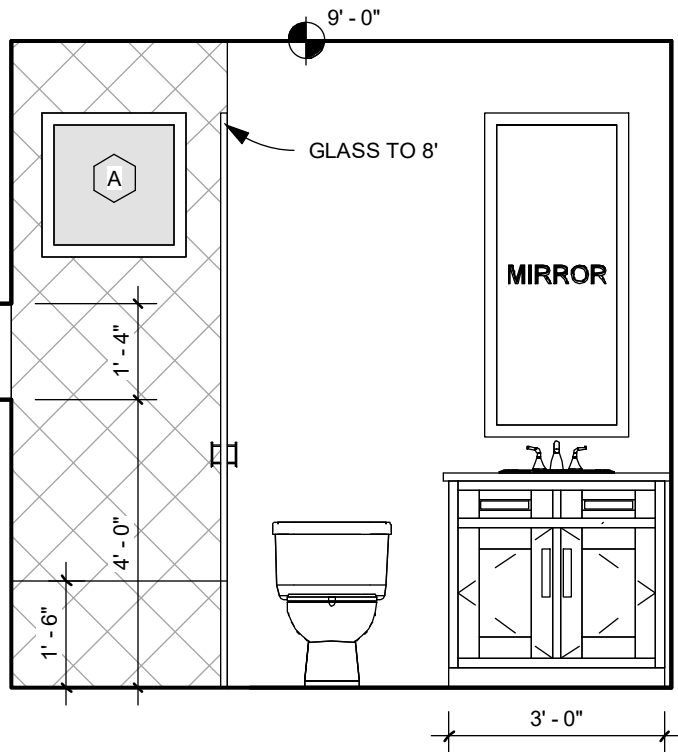


CURVE	ARC LENGTH	RADIUS
C1	10.47'	50.00'
C2	30.46'	20.00'
C3	28.14'	20.00'
C4	69.33'	177.00'

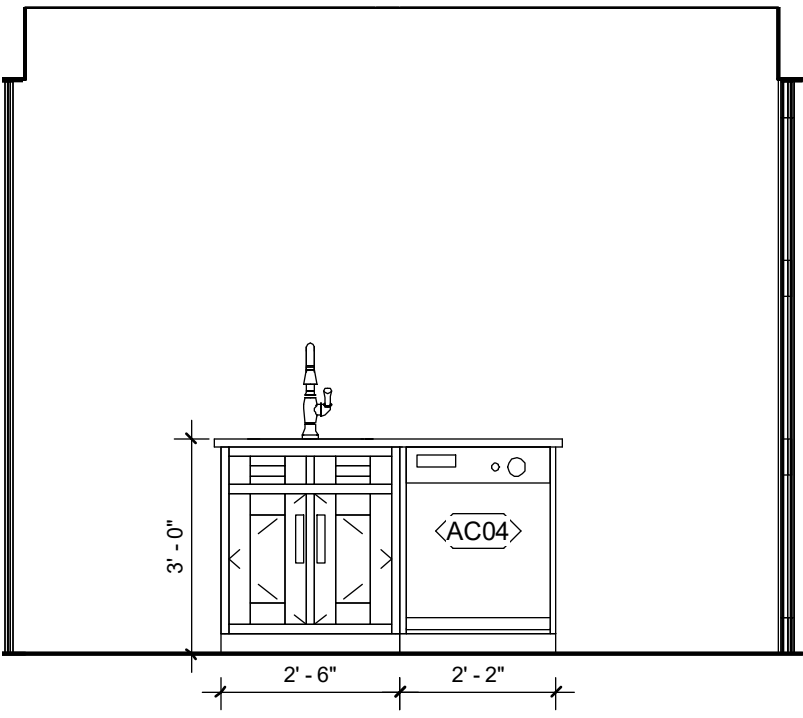
Exhibit B - Concept Elevations

APPLIANCE SCHEDULE - CASITA

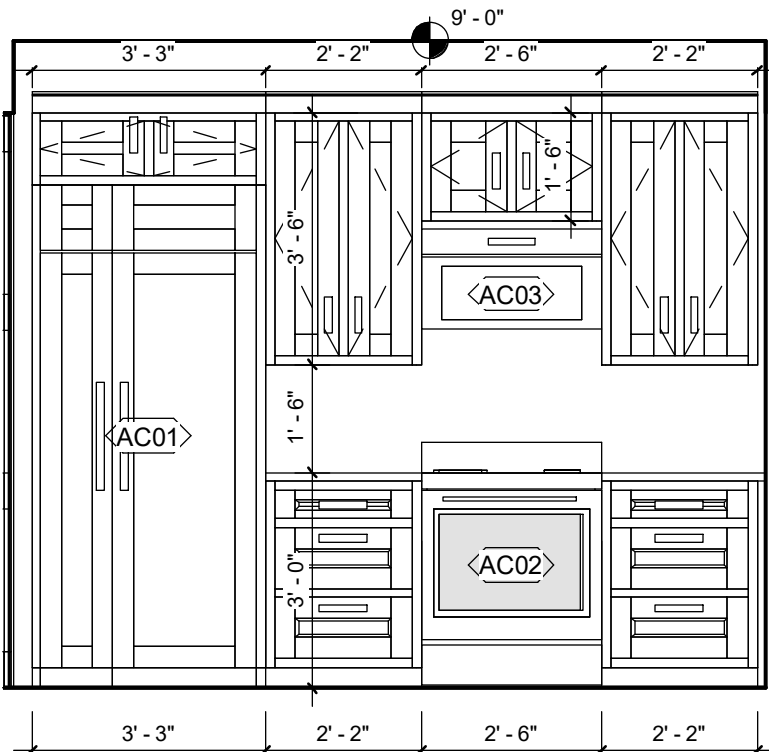
AC01	36" Rfr.
AC02	30" Range
AC03	Microwave
AC04	Dishwasher
AC05	Washer Dryer Stack



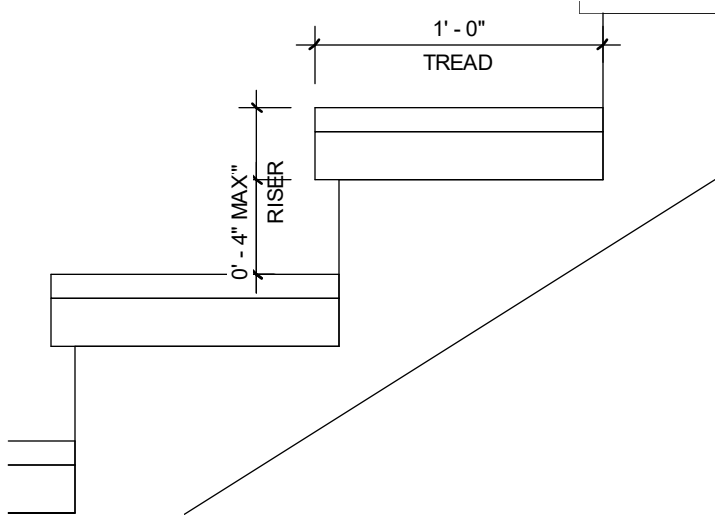
7 Suite Bath
A3.1 3/8" = 1'-0"



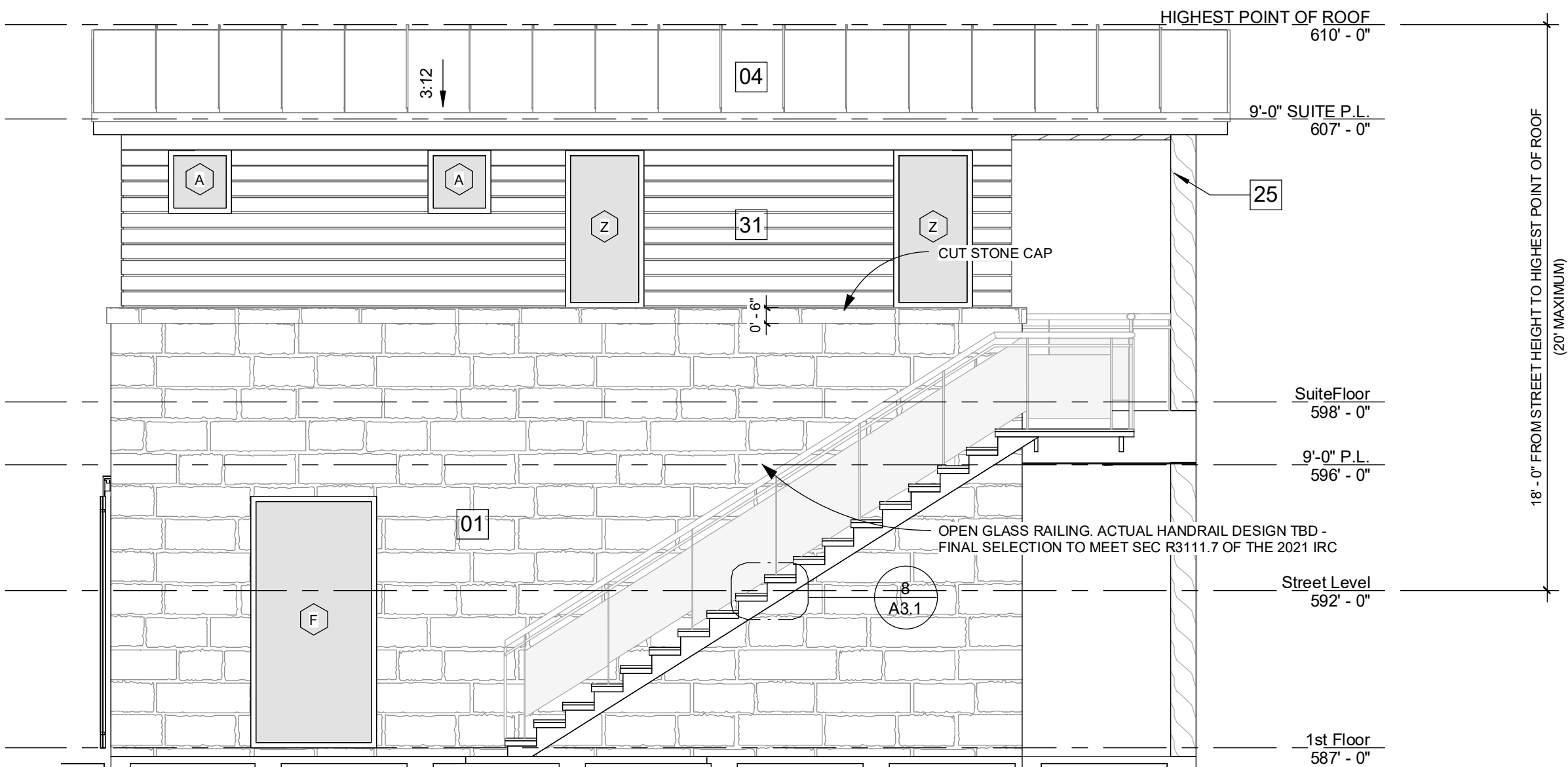
6 Suite Island
A3.1 3/8" = 1'-0"



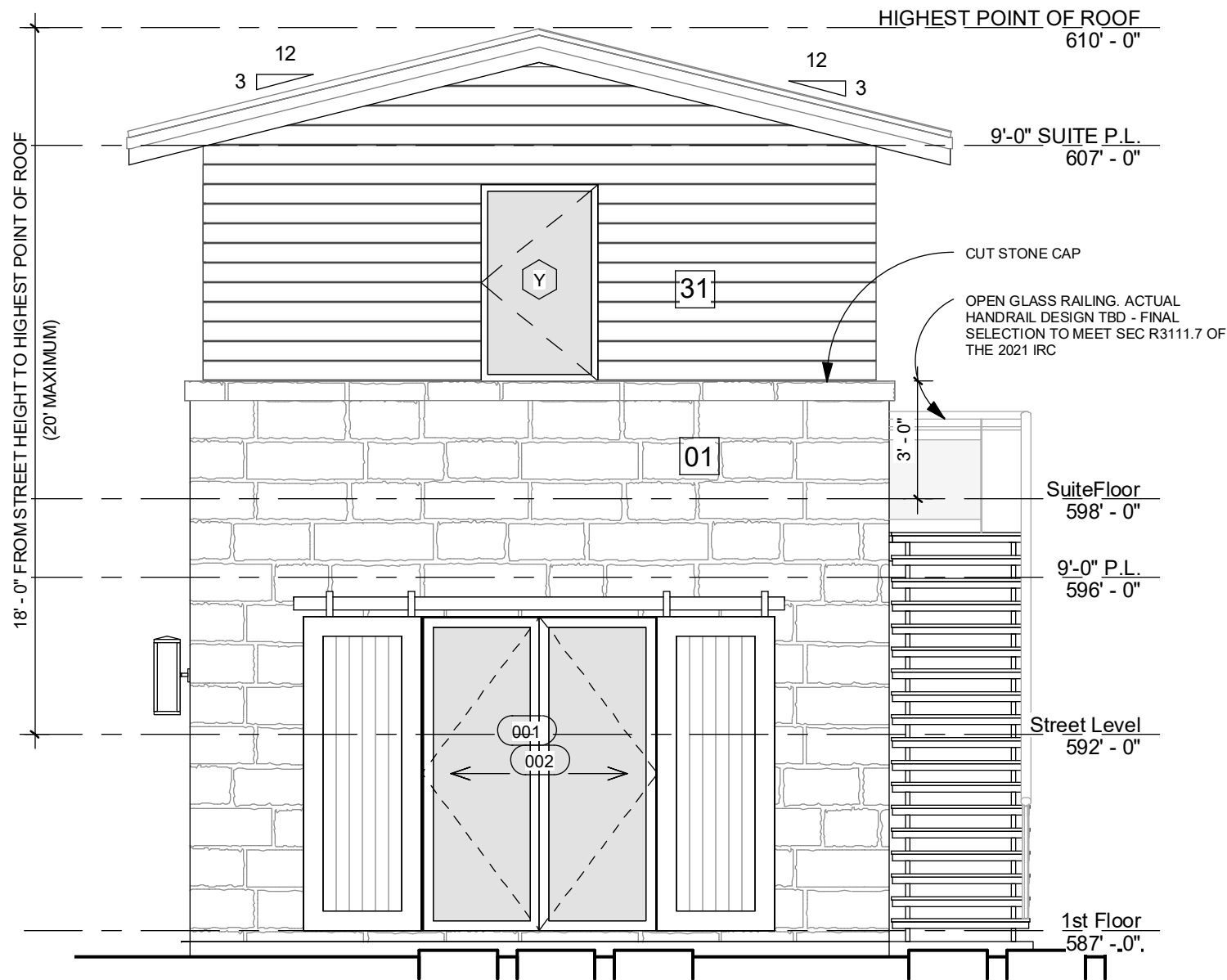
5 Suite Kitchen
A3.1 3/8" = 1'-0"



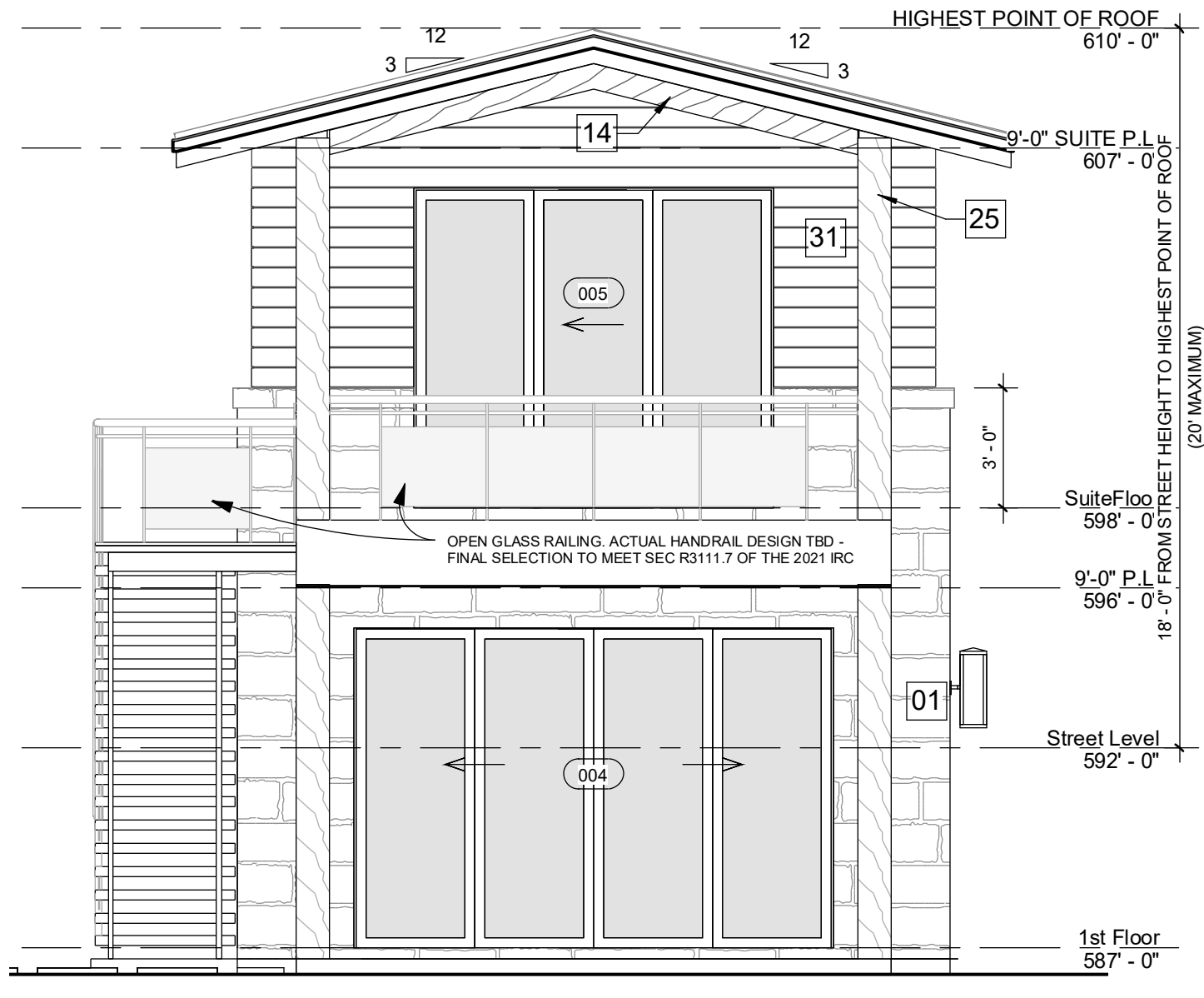
8 Casita Stair Detail
A3.1 1 1/2" = 1'-0"



2 Right Side Elevation
A3.1 1/4" = 1'-0"

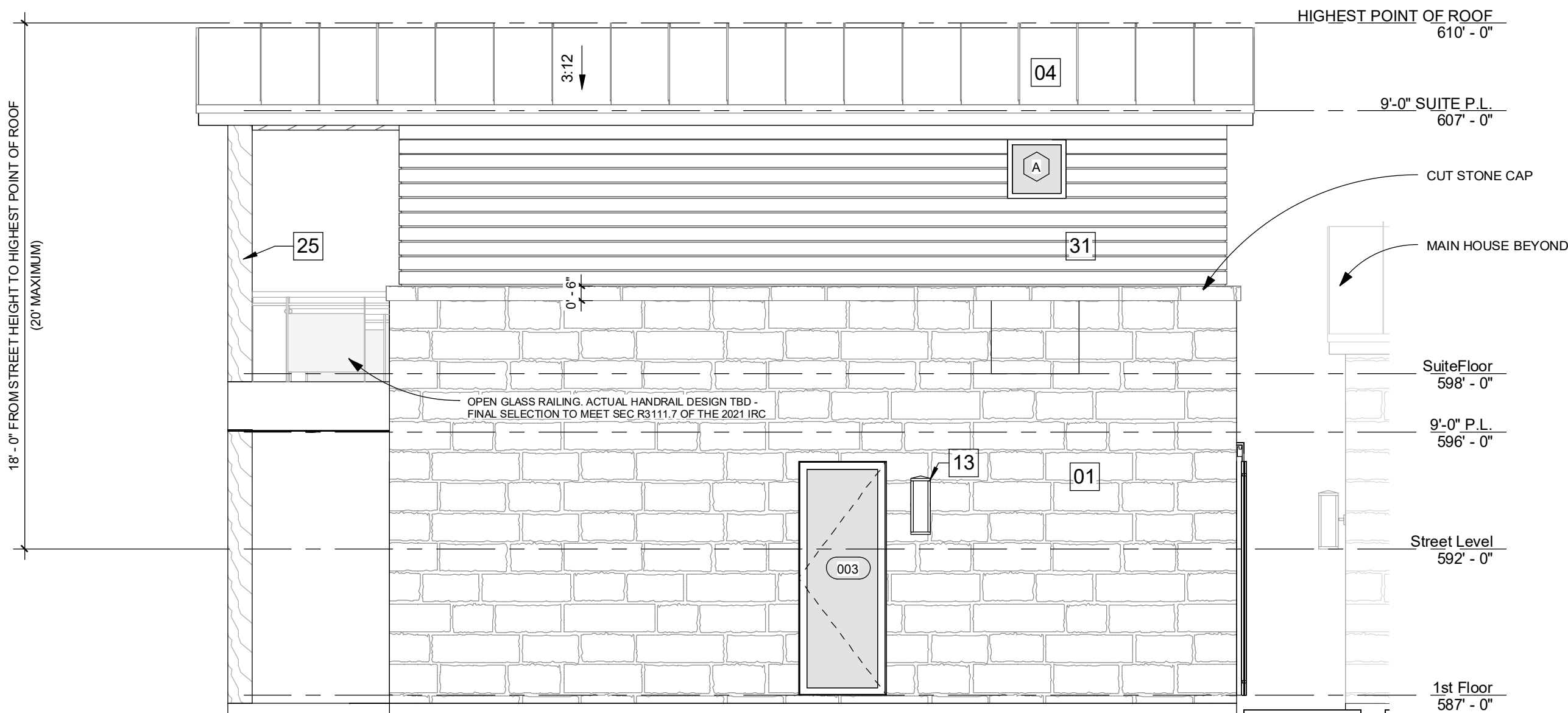


4 Elevation @ Gardening
A3.1 1/4" = 1'-0"

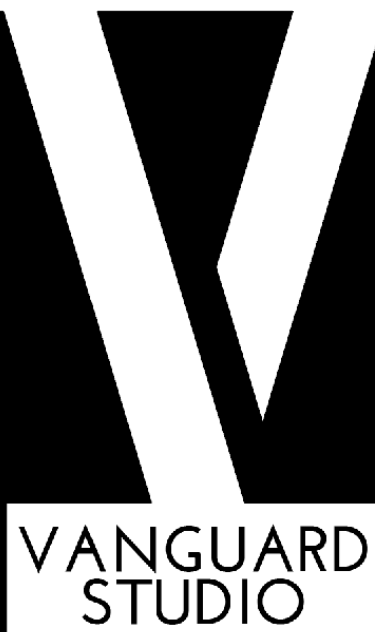


3 Elevation @ Exercise
A3.1 1/4" = 1'-0"

EXTERIOR FINISH SELECTIONS TO MATCH MAIN STRUCTURE



1 Left Side Elevation
A3.1 1/4" = 1'-0"



6601 VAUGHT RANCH RD.
SUITE G-10
AUSTIN TX. 78730
512.918.8312

VANGUARDSTUDIO.COM
ARCHITECTURE

RODGERS ACCESSORY STRUCTURE
6201 SHOREVIEW CT
FLOWERMOUND, TX

PENTA VIA CUSTOM
HOMES
1900 W Kirkwood Blvd Ste 1300B
Southlake, TX 76202
817.601.5498

PROJECT NO. 20052



DATE 12.16.2022

REVISIONS

1 02.03.2023 CITY
COMMENTS

© 2023 VANGUARD STUDIO

A3.1
Exterior Elevations &
Interior Elevations

CDS

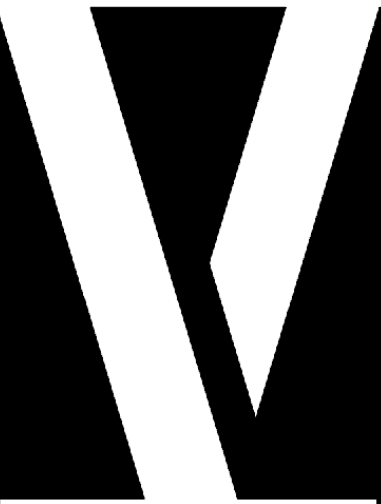
Exhibit B - Concept Elevations

EXTERIOR FINISH SELECTIONS TO MATCH MAIN STRUCTURE



SHEET LIST

A0.0	Cover
A1.0	Index
A1.1	Site Plan
A2.1	Casita Floor Plans, RCPs, & Roof Plan
A3.1	Exterior Elevations & Interior Elevations
E1.1	Electrical Guideline



VANGUARD
STUDIO

6601 VAUGHT RANCH RD.
SUITE G-10
AUSTIN TX. 78730
512.918.8312

VANGUARDSTUDIO.COM

ARCHITECTURE

RODGERS ACCESSORY STRUCTURE

6201 SHOREVIEW CT
FLOWERMOUND, TX

CONTACT INFORMATION

Builder:	Penta Via Custom Homes 1900 W Kirkwood Blvd Suite 1300B Southlake, TX 76262 817.601.5498
Architect:	Vanguard Studio, Inc 6601 Vaught Ranch Rd Suite G-10 Austin, TX 78730 512.918.8312
Engineer:	Childress Engineering Services 1701 N. Collins Blvd Suite 3000 Richardson, TX 75080 214.451.6630

Landscape:

PENTA VIA CUSTOM
HOMES

1900 W Kirkwood Blvd Ste 1300B
Southlake, TX 76262
817.601.5498

PROJECT NO. 20052



DATE 12.16.2022

REVISIONS		
1	02.03.2023	CITY COMMENTS

© 2023 VANGUARD STUDIO

3D RENDERINGS FOR
DEMONSTRATIVE PURPOSES ONLY
NOT TO BE USED FOR CONSTRUCTION

CDS

A0.0

Cover

Exhibit B - Concept Elevations



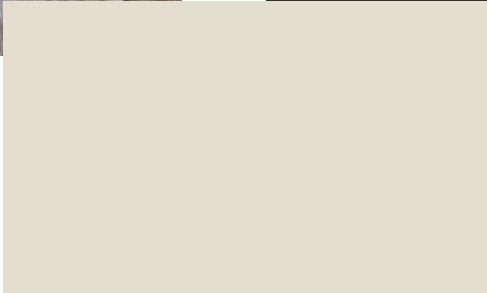
RODGERS GUEST HOUSE - 6201 SHOREVIEW
EXTERIOR PRESENTATION

Buff Smoke
Blend Installed

Stone
Buff Smoke Blend



Metal Roof
Matte



Wood Siding
SW 7011 - Natural Choice



Trim Color
SW Iron Ore



STUDIO STEIDLEY
INTERIOR DESIGN



TOWN COUNCIL AGENDA K.2. REGULAR ITEM(S)

DATE: June 5, 2023

FROM: Tammy Wilson, Chief Financial Officer

ITEM: **Hold a discussion and provide direction for property tax homestead and other exemptions.**

BACKGROUND: In 2018, Town Council approved a homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 2.5 percent (2.5%). In 2021, Town Council approved an increase to the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 5 percent (5%). In 2022, Town Council approved an increase to the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 10 percent (10%).

The Town provides a \$100,000 exemption for over-65 (other) and disabled. The high exemption amount is in place of a freeze for the other exemption.

Any changes to an existing exemption, must be approved by June 30 each tax year to go into effect the next fiscal year.

Staff is requesting direction for any changes to exemptions. If requested an ordinance would be brought to Council on the June 19 meeting.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: Discuss and provide staff with direction.



TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

DATE: June 5, 2023
FROM: JP Walton, Strategic Services Manager
ITEM: **Presentation and discussion regarding the 2022 Employee Survey, the 2022 Supplemental Employee Survey, and employee recruitment and retention practices.**

BACKGROUND: Presentation and discussion on the results of the 2022 Employee Survey, the 2022 Supplemental Employee Survey, and the employee recruitment and retention practices that were initiated based on the results of those surveys. The purpose of this item is to present employee feedback and provide Town Council with an update to Objective #8 of the Town's Strategic Plan to evaluate and refresh the Town's employment/workforce recruitment and retention strategies.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: No action is required by the Town Council on this item.