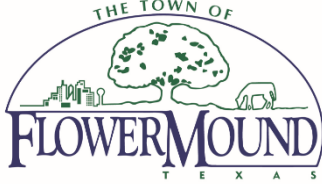


**FLOWER MOUND TOWN COUNCIL REGULAR MEETING;
TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL
SERVICES DISTRICT SPECIAL MEETING;
AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING**



August 21, 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. Suicide Prevention Awareness Month Proclamation
2. National Senior Center Month Proclamation
3. Historical Commission Task Force Update

E. PUBLIC COMMENT

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

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

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

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- 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

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. September 4 - Regular meeting canceled due to the Labor Day holiday
2. September 18 - Regular meeting
3. September 19 and 21 (Board/Commission Interviews)

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 - 8/7 & 8/17 - Consider approval of the minutes from a regular meeting held on August 7, and a work session held on August 17.
2. CIP Amendment No. 4 - Consider Approval of Amendment No. 4 to the Fiscal Year 2022-2023 Capital Improvement Program.
3. Purchase Pool Chemicals - Consider approval of Buy Board Contract No. 701-23 for DCC, Inc. to provide Swimming Pool Chemicals for Parks and Recreation aquatic facilities in the estimated annual amount of \$27,000.
4. Transportation Service Agreement-SPAN - Consider approval of a Service Agreement for Demand Response Transit Service with SPAN, Inc., in an amount not-to-exceed \$32,800.00, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.
5. Water System Leak Detection - Consider approval of the agreement with Asterra to provide satellite leak detection services of the Town's water distribution system associated with the Water System Leak Detection & Repair project, in the amount of \$116,000; and authorization for the Mayor to execute same on behalf of the Town.
6. Cybersecurity - MDR Service/Agreement - Consider approval of the agreement with Center for Internet Security (CIS) to provide Cybersecurity Managed Detection and Response services in the estimated annual amount of \$42,900.
7. LISD Security Agreement - Consider approval of the 2023 Lewisville Independent School District (LISD) for a contract with the Town of Flower Mound for law enforcement services at all Marcus High School & Flower Mound High

- School Varsity and Jr. Varsity home games and authorize the Mayor to execute same on behalf of the Town.
8. Work Order System Migration PSA - Consider approval of a Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., for Work Order System Migration and GIS services for the Utility Asset Management project, in the amount of \$147,000.00; and authorization for the Mayor to execute same on behalf of the Town.
 9. CoServ Gas Rate Case - Consider approval of a resolution suspending the September 1, 2023, effective date of CoServ Gas Ltd.'s requested rate increase in order for the Town to study the request with other cities in the service area.
 10. Crack and Joint Seal Contract - Consider approval of the purchase of Pavement Crack & Joint Sealant Services from Curtco, Inc., through a City of Grand Prairie contract, in the estimated annual amount of \$100,000.00
 11. HB 3699 Resolution - Consider approval of a resolution delegating plat approval authority and extension approval authority pursuant to House Bill 3699.

K. REGULAR ITEM(S)

1. Town Budget Public Hearing - Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024.
2. Crime District Budget Public Hearing - Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024.
3. Fire District Budget Public Hearing - Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024.
4. SUP23-0001 - Super Star Car Wash - Public Hearing to consider a request for a Specific Use Permit No. 484 (SUP23-0001 – Super Star Car Wash) to permit an automatic car wash. The property is generally located northeast of Flower Mound Road and west of Long Prairie Road. (PZ recommended denial by a vote of 6 to 0 at its June 26, 2023, meeting.)
5. (DP23-0001 - Whyburn) - Consider a request for a Development Plan (DP23-0001 – Whyburn) to develop a residential subdivision. The property is generally located east of Long Prairie Road and south of Dixon Lane. (PZ recommended approval by a vote of 6 to 0 at its August 14, 2023, meeting.)
6. CON23-0003 – Montalcino Estates, Phases III and IV - Public Hearing to consider an ordinance for amending the zoning (CON23-0003 – Montalcino Estates, Phases III and IV) from Interim Holding (IH) uses to Planned Development District No. 198 (PD-198) with Agricultural (A) uses for a conservation development. The property is generally located north of Cross

- Timbers Road and east of Montalcino Boulevard. (PZ recommended approval by a vote of 6 to 0 at its August 14, 2023, meeting.)
7. RC22-0006 – Montalcino Estates, Phase III - Consider a request for a Record Plat (RC22-0006 – Montalcino Estates, Phase III) to create a residential subdivision with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road and east of Montalcino Boulevard. (PZ recommended approval by a vote of 6 to 0 at its August 14, 2023, meeting.)
 8. TRP23-008 - Montalcino Estates - Public Hearing to consider an application for a tree removal permit (TRP23-0008) for seven (7) specimen trees on property proposed for development as Montalcino Phase III. The property is generally located north of Cross Timbers Road and east of Montalcino Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its August 1, 2023, meeting)
 9. Concrete & Drainage Services - Consider approval of the award of Bid No. 2023-56-A Concrete and Drainage Improvement Services to F&F Concrete, LLC., Apex Concrete Construction, Inc., and Quick Set Concrete, Inc. to establish an annual unit bid price contract for the installation of miscellaneous concrete and drainage projects in an annual estimated amount of \$1,500,000; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one year with four one-year renewal options.
 10. Traffic Signals Construction Agreement - Consider approval of a Construction Agreement with Road Solutions, LLC, for the CIP Traffic Signal and Partial Traffic Signal Rehabilitation Projects: FM 1171/Canyon Falls; Garden Ridge/Forest Vista; FM 2499/Firewheel project, in the amount of \$1,136,409.37; and authorization for the Mayor to execute same on behalf of the Town
 11. Purchase Portable Radios - Consider approval of a Professional Services and Purchase Agreement for \$1,880,004.80 with Motorola Solutions, Inc., to provide equipment, technical support, and software for portable radios for the Police and Fire Departments; and authorization for the Mayor to execute the same on behalf of the Town.

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: 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. Building Permit Fee Requirements
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, health care facilities, 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

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: August 18, 2023, at 2:50 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for 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](#).

Senior Center Month Proclamation 2023:

WHEREAS, Through the wide array of- services, programs, and activities, the Flower Mound Senior Center empowers ~~older~~ citizens of -Flower Mound 50 years and better to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages; and

WHEREAS, The Flower Mound Senior Center in the Town of Flower Mound affirms the dignity, self-worth, and independence of older persons by facilitating their decisions and actions; tapping their experiences, skills, and knowledge; and enabling their continued contributions to the community;

WHEREAS, We recognize the vital contributions of employees and volunteers in the Flower Mound Senior Center; These dedicated supporters provide nutritious meals, fitness classes, creative arts classes, health and wellness education, senior benefits and financial information, transportation to locations in Dallas/Fort Worth and beyond, and a variety of activities and services.

NOW, THEREFORE, I, Derek France, Mayor of the Town of Flower Mound, Texas and on behalf of the members of the Town Council, do hereby proclaim **September 2023**, as:

“Senior Center Month”

Along with the National Council on Aging, we call upon all citizens to recognize the special contributions of the Senior Center participants and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older citizens of our community.

PROCLAIMED AND SIGNED on this the ~~17th~~-21st day of August, 2023.

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



August 7, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

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
Jim Engel, Mayor Pro Tem
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Chris Drew, Councilmember Place 2 (arrived at 6:46 p.m.)

with the following member(s) absent:

Brian Taylor, Councilmember Place 3

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
Clay Riggs, Director of Public Works
Paul Henley, Fire Chief
Ray Watson, Director of Economic Development

B. INVOCATION

Chaplain Bradley Vinson 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 for Flower Mound High School Jaguar Baseball Team State Champions
Mayor France presented a Certificate of Achievement to Coach Wallace and several of the team members.

E. PUBLIC COMMENT

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

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

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

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

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

	Speaker name and address	Subject (as written on the form)
1.	Jennifer Beasley, 2920 Crone Rd with donated time from Kevin Hutchens, 270 Northwood James Harriss, 416 Northwood	ZPD 22-0001/0003
2.	Scott Egbert, 2900 Scenic Dr	K-6
3.	William Tracewell, 2950 Scenic	K-6
4.	Bronz Peterson, 5104 Saddle Dr	K-6
5.	Dennis Hepler, 10705 Sunrise Cir	Sunrise Cir
6.	Joe Bernard, address not provided	Public Comment
7.	Matt Hurst, address not provided	Public Comment
8.	Mary Jo Lengnick, 1701 Marble Pass Dr*	ZPD22-0001/0003 (oppose)
9.	George Karatzis, 408 Northwood Dr with donated time from Clare Harris, 416 Northwood Julie Hutchens, 370 Northwood	ZPD22-0001/0003 (oppose)
10.	Jon Gavitt, 2800 Scenic Dr	Scenic Drive

* Indicates person did not wish to speak

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Mayor France or Councilmembers had the following announcements:
 - encouraged residents to join a Parent Teacher Association (PTA)
 - appreciation for everyone who attended the Flower Mound Library book sale
 - encouraged residents to drive safely through school zones
 - congrats to Tvisha Modi for winning 3 medals at the Pan Am Badminton Junior Championships held in Lima, Peru
 - the Town is accepting applications for various boards and commissions

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. Employee Recognition
Mr. Childers provided background information on the We Own It (W.O.I) award and introduced the two 1st and 2nd quarter W.O.I. Champs: Andrea Schricker and Stephanie Billarreal
4. Citizen Engagement Program opportunity
Mr. Childers outlined the purpose and proposed structure for the program and indicated there would be an update at the September 18th Council meeting.

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).

There were no future agenda item request.

I. COORDINATION OF CALENDARS

Mayor France confirmed that everyone plans to attend both of the following meetings.

1. August 17 - Budget Work session
2. August 21 - 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.

ACTION: Deputy Mayor Pro Tem Ann Martin moved to approve Consent items 1 - 19 as presented in the agenda caption. Mayor Pro Tem Jim Engel seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 4 : 0

1. Minutes 7/17 & 7/20 - Consider approval of the minutes from a regular meeting held on July 17, and a work session held on July 20.
2. PSA Design - Lower Timber Interceptor - Consider approval of a Professional Services Agreement with Freese and Nichols, Inc., for the design phase services associated with the Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court) project, in the amount of \$69,475.00; and authorization for the Mayor to execute same on behalf of the Town.
3. Bucket Truck Purchase - Consider approval of the purchase of one 2023 Chevrolet 5500 Crew Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Vendor Quote from Lake County Chevrolet for Public Works in the amount of \$181,225.16.
4. PSA - Consulting Services 1800 Timber Creek - Consider approval of a Professional Services Agreement with Champion Environmental Consulting Inc. for asbestos management services for the Town building located at 1800 Timbercreek in the amount of \$27,285. Champion Environmental will develop the technical specifications for the abatement and disposal of asbestos-containing materials, will attend and/or lead necessary pre-construction meetings, and will provide on-site personnel to monitor the work performed by the abatement contractor.
5. Demolition Proposal - 1800 Timber Creek - Consider the proposal by Cactus Abatement & Demolition, LLC for asbestos management services for asbestos remediation and structure demolition of the Town building located at 1800 Timber Creek Road, in the amount of \$302,900.00, utilizing the TIPS USA Contract 22100201.
6. Easement Abandonment 7015 Woodridge Drive - Consider approval of an ordinance vacating and abandoning of the existing 10-foot utility easement located along the south and west property lines of Lot 4, Woodridge Estates Subdivision. The property is generally located south of Cross Timbers Road (FM 1171) and west of Shiloh Road.

ORDINANCE NO. 30-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE EXISTING 10-FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTHERN AND WESTERN PROPERTY LINES OF LOT 4, OF WOODRIDGE ESTATES subdivision, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS WHICH LOT IS MORE COMMONLY KNOWN AS 7015 WOODRIDGE DRIVE, FLOWER MOUND, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING AND ASSIGNING THIS EASEMENT TO THE OWNERS OF THE FEE ESTATE; REQUIRING A HOLD HARMLESS AND INDEMNITY AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

7. PSA - Design Lakeside Reuse Water System - Consider approval of a Professional Services Agreement with Plummer Associates, Inc., for the design phase services associated with the Lakeside Reuse Water Distribution System - Phase I project, in the amount of \$845,081.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Certified Collection Rate - Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2023, and ending September 30, 2024.
9. 2023 Certified Appraisal Roll - Consider approval of an ordinance establishing the 2023 certified appraisal roll.

ORDINANCE NO.31-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE 2023 APPRAISAL ROLL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

10. No-New-Revenue and Voter-Approval Tax Rates - Consider accepting the submission of the notice of a no-new-revenue tax rate of \$0.359022 per \$100 assessed valuation and a voter-approval tax rate of \$0.387327 per \$100 assessed valuation for the fiscal year beginning October 1, 2023, and ending September 30, 2024.
11. Schedule Budget and Tax Rate Meetings - Consider proposing a maximum tax rate of \$0.387327 per \$100 valuation for the fiscal year beginning October 1, 2023, and ending September 30, 2024; and scheduling August 21, 2023, public hearing on the budget, scheduling September 18, 2023, public hearing on the tax rate, and scheduling the September 18, 2023, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

12. Set Crime District Budget - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 21, 2023, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 18, 2023, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
13. Set Fire District Budget - Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 21, 2023, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 18, 2023, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
14. Annual PID SAP and Assessment Roll - Consider approval of an ordinance adopting the 2023-2024 annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.

ORDINANCE NO. 32-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL(S) FOR THE RIVERWALK PUBLIC IMPROVEMENT DISTRICT NO. 1 IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013 AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

15. 2023 CDBG Annual Action Plan - Consider approval of a resolution authorizing the adoption of the Program Year 2023 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. 14-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF THE PROGRAM YEAR 2023 ACTION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE THE ACTION PLAN ON BEHALF OF THE TOWN AND SUBMIT IT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

16. LISD Police Officer Security Agreement - Consider approval of an agreement for the 2023-2024 school year with the Lewisville Independent School District (LISD) to contract with the Town of Flower Mound for law enforcement services for LISD

elementary schools and authorize the Mayor to execute same on behalf of the Town.

17. PSA - Marketing Economic Development Video - Consider approval of a Professional Services Agreement with The John R McAdams Company, Inc for video marketing services, in the amount of \$17,000, to prepare a marketing video highlighting approved and existing developments within the Town's Lakeside Business District.
18. All Together FM Commission - Consider approval of a Resolution to formally dissolve the All Together Flower Mound Commission.

RESOLUTION NO. 15-23

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS REPEALING RESOLUTION 18-21 TO FORMALLY DISSOLVE THE ALL TOGETHER FLOWER MOUND COMMISSION; PROVIDING FOR THE RETENTION OF COMMISSION RECORDS; AND PROVIDING AN EFFECTIVE DATE.

19. Oncor Rate Case- Denial Resolution - Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by Oncor to deny Oncor Electric Delivery Company's requested rate increase.

RESOLUTION NO. 16-23

RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC's APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

K. REGULAR ITEM(S)

1. SP22-0009 - Flower Mound Medical Office Building - Public Hearing to consider a request for a Site Plan (SP22-0009 – Flower Mound Medical Office Building) to develop a medical office building with an exception to 'Underground Utilities' pursuant to Section 82-377, Exceptions, of the Code of Ordinances. The property is generally located south of Cross Timbers Road and west of Churchill Drive. (PZ tabled this item to its July 24, 2023, meeting by a vote of 6 to 0 at its July 10, 2023, meeting.) (PZ recommended approval by a vote of 6 to 0 at its July 24, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- land use and zoning
- site photos
- exception request
- site plan
- landscape plan
- elevations

Applicant Presentation:

Jesse Gober, Castle Development, gave a presentation identifying or noting:

- overhead power line exhibit impact

and he responded to questions from Council regarding:

- clarification regarding the right of way
- how will the slope on the property impact the proposed trees
- adjacent property ownership
- possibility of getting creative by moving the parking to allow for the burying of the overhead lines

Mayor France opened the Public Hearing at 7:17 p.m. No one spoke. Mayor France closed the Public Hearing at 7:18 p.m.

Council Discussion:

There was Council discussion about how normally there is a preference for overhead lines to be buried. However, with the fluctuation of overhead lines in this area, it seems acceptable to grant the exception in this case.

ACTION:	Deputy Mayor Pro Tem Ann Martin moved to approve as presented in the agenda caption. Mayor Pro Tem Jim Engel seconded the motion.
AYES:	Chris Drew, Adam Schiestel, Jim Engel, Ann Martin
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

2. SP23-0008 – Tesla SSD Flower Mound - Public Hearing to consider a request for a Site Plan (SP23-0008 – Tesla SSD Flower Mound) to develop car sales dealership and service center with an exception to 'Underground Utilities' pursuant to Section 82-377, "Exceptions," of the Code of Ordinances and an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design. The property is generally located south of Justin Road and

west of Stone Hill Farms Parkway. (PZ recommended approval by a vote of 6 to 0 at its July 24, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- site plan
- exceptions (2) request
- site photos
- site plan
- landscape plan
- elevations

and she, or Chief Helnley responded to the following question or comments from Council:

- distinction between storage and parking
- if fire prevention protection is different for a facility like this

Applicant Presentation

Bill Hofman, Hofman Planning Associates, and Dhwani Dave, Tesla gave a presentation identifying or noting:

- project description
- service intent
- site plan
- floor plan
- elevations
- rendering

and they responded to questions or comments from council regarding:

- clarification regarding the landscaping
- what is the economic impact on the community, including jobs, sales, etc.
- would there be charging stations for all customers

Mayor France opened the Public Hearing at 7:42 p.m.

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.	Roger Newman, 4112 Riverside Dr	None	None

Mayor France closed the Public Hearing at 7:44 p.m.

There was Council discussion regarding:

- how the area doesn't have a unified design, so there is not a problem with this building
- no issues with the color gray

ACTION: Councilmember Adam Schiestel moved to approve as presented in the agenda caption. Deputy Mayor Pro Tem Ann Martin seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 4 : 0

3. SUP22-0004 – River Walk Pickle Ball Courts - Public Hearing to consider an ordinance granting Specific Use Permit No. 481 (SUP22-0004 – River Walk Pickle Ball Courts) to permit an amusement and recreation (outdoors) use. The property is generally located north of 1st Avenue and east of River Walk Drive. (PZ recommended approval by a vote of 6 to 0 at its July 24, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- SUP exhibit
- SUP conditions
- site photos

and she, or Mr. Meredith responded to questions from Council regarding:

- options for the Town should there be many complaints
- clarification regarding the automatic renewal provision
- hours of operation for Town park facilities
- how would council be notified of any issues at the site during the one-year review period
- timing in the event there is a denial for this item

Applicant Presentation

Randi Rivera, McAdams, and Michael Beaty, Riverwalk F & B

Ms. Rivera gave a presentation identifying or noting:

- site plan
- pickleball equipment

- images of the site

and they responded to questions from Council regarding:

- clarification regarding the hours during winter time when there is no lighting
- safety concerns, such as the expansion joints and light poles
- concerns regarding lack of lighting, noise, and proximity to the existing residents, parking, and how people have to bring their own equipment
- clarification regarding cost of playing
- 9pm hour of operation seems late

Mayor France opened the Public Hearing at 8:14 p.m.

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

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.	Roger Newman, 4112 Riverside	None	None
2.	Daniel Marold, 324 Loma Alta Dr		
3.	Charla Brown, 809 Rosemary Dr*		
4.	Madison Murray, 281 Cape Brett*		
5.	Kathy Hodges, 2708 Compton*		
6.	David Hodges, 2708 Compton*		
7.	Nicole Woodard, 1917 Protea Dr*		
8.	Kelly Murray, 2821 Cape Brett		
9.	Neal Walker, 4913 Kingwood*		
10.	Lori Walker, 4913 Kingwood*		
11.	Scott Murray, 2821 Cape Brett*		
12.	Donna Tarwater, 4613 Windmill*		

** Indicates person did not wish to speak*

Mayor France closed the Public Hearing at 8:21 p.m.

Council Discussion:

There was council discussion regarding:

- how it's a good use of the space for an area that is underutilized and may help the River Walk be successful by bringing people to the site
- concerns regarding noise
- how the one year gives council the opportunity to revisit and course correct if need be
- possibility of incorporating conditions to make the project palatable
- there is a possibility that some residents may not be aware of what is happening
- concerns regarding the lack of planning

ACTION: Councilmember Adam Schiestel moved to approve as presented in the agenda caption, with the additional requirements of a 20-foot buffer from the parking garage expansion joints to court lines, and a 10-foot buffer from the parking garage light stanchions to court lines, and the exhibit to be updated to reflect those conditions, and with an annual SUP review requirement. Mayor Pro Tem Jim Engel seconded the motion.

AYES: Chris Drew, Adam Schiestel, Jim Engel

NAYS: Ann Martin

ABSTAIN: None

RESULT: 3 : 1

ORDINANCE NO. 33-23

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. 481 (SUP-481) FOR AN AMUSEMENT AND RECREATION (OUTDOORS) USE ON CERTAIN PROPERTY DESCRIBED AS 1.555 ACRES OF LAND AND BEING ALL OF LOT 5, BLOCK A, OF THE RIVER WALK AT CENTRAL PARK ADDITION, AND ZONED CBD CENTRAL BUSINESS DISTRICT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

4. Los Caminos Tax Abatement Reinvestment Zone - Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial tax abatement at 880 International Parkway (Los Caminos FM Property LTD).

Mayor France opened items 4 and 5 at the same time.

Mr. Watson gave a presentation identifying or noting:

- restaurant concept
- incentive summary
- cost benefit analysis
- payback period

and he responded to questions from Council regarding:

- how is the Town protected should the business not be successful
- when does year one start
- clarification regarding the cost-benefit (pay back)
- how other neighboring restaurants didn't have the benefit of an incentive

Applicant Presentation

Mr. Jefferey Dennon responded to questions from Council regarding:

- why incentives weren't offered for other restaurants
- why this location was chosen

Mayor France opened the Public Hearing for items 4 and 5 at 8:36 p.m. No one spoke. Mayor France closed the Public Hearing for items 4 and 5 at 8:37 p.m.

Council Discussion

There was Council discussion about how this is new construction and in a successful area, so it carries low risk, and it's production-based.

ACTION:	Mayor Pro Tem Jim Engel moved to approve as presented in the agenda caption. Councilmember Adam Schiestel seconded the motion.
AYES:	Chris Drew, Adam Schiestel, Jim Engel, Ann Martin
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

ORDINANCE NO. 34-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DESIGNATING A CERTAIN AREA AS A TAX ABATEMENT REINVESTMENT ZONE FOR COMMERCIAL TAX ABATEMENT, WITHIN THE TOWN OF FLOWER MOUND, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A

SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

5. Los Caminos Chapter 380 and Tax Abatement - Public Hearing to consider approval of a Chapter 380 and Tax Abatement Agreement with Los Caminos FM Property LTD (aka Los Caminos), for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.

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

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

NAYS: None

ABSTAIN: None

RESULT: 4 : 0

Town Council recessed at 8:47 p.m. and reconvened at 8:54 p.m.

6. Scenic Road - Discussion regarding the current master planned cross-section of Scenic Road.

Mr. Riggs gave a presentation identifying or noting:

- existing scenic drive
- thoroughfare plan (rural collector)
- trails and bikeway plan
- Smith track trails
- rural cross sections

and he responded to questions or comments from Council regarding:

- what happens to the sections with heavy vegetation if adopted
- if there are other approaches that could minimize the number of trees that would be impacted
- traffic count information
- clarification regarding the hike and bike trails
- will the 90-degree turns be smoothed out
- interest in knowing how many reports of speeding on Scenic
- clarification regarding the hike and bike lane
- acceleration of Walsingham Lane improvements
- timeline for next steps
- concrete versus asphalt
- traffic capacity

Council Discussion

There was Council discussion regarding:

- Rural cross-section options
- how the town standard might not be applicable for this situation

There was Council direction to take this item to the Transportation Commission for consideration.

7. Charter Review Names and Charge - A resolution of the Town Council of the Town of Flower Mound Texas, creating a Charter Review Commission (CRC) approving a charge for the CRC, providing that the Town Council shall appoint members to the CRC; making findings relative thereto; and providing for an effective date.

There was Council discussion regarding the names of individuals to serve on the Charter Review Commission, as well as the following charge:

1. Review the Charter for any content that hinders efficiency in Town operations
2. Ensure the Charter does not contain language that is in conflict with state law
3. Revisit items previously considered by prior Charter Review Commissions
4. Rank proposed ballot recommendations in order of importance when presented to Council

and with the understanding that Charter Review Commission members may also bring forward additional items on their own or from the elected official who appointed them.

ACTION: Councilmember Adam Schiestel moved to approve as presented in the agenda caption, and to appoint the following members to the Charter Review Commission:

Steve Dixon, Chair and voting member

Mike Wallace

Ann Martin

Sandeep Sharma

Greg Wilson

Rick Lust

and the charge as discussed. Deputy Mayor Pro Tem Ann Martin seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 4 : 0

RESOLUTION NO. 17-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CREATING A CHARTER REVIEW COMMISSION; APPROVING A CHARGE FOR THE CHARTER REVIEW COMMISSION; PROVIDING THAT THE TOWN COUNCIL SHALL APPOINT MEMBERS TO

**THE CHARTER REVIEW COMMISSION; MAKING FINDINGS RELATIVE
THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.**

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: 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.

No action taken.

M. CLOSED MEETING

The Town Council convened into a closed meeting at 9:34 p.m. on August 7, 2023, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations.

1. Consultation with Town Attorney.

- a. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al
- b. Impact Fee Requirements
- c. Building Permit Fee Requirements
- d. House Bills 2127 and 3699
- e. Sunrise Circle development and adjacent properties

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.

ACTION: Councilmember Adam Schiestel moved to authorize staff to purchase a 5-foot-wide drainage easement along lot 8, block B, Lakemont Addition, as discussed in closed session. Councilmember Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 4 : 0

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.
No action taken.
4. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, healthcare facilities, performance related to certain incentive agreements, and proposed Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, PID, MMD, and MUD.
No action taken.

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

The Town Council reconvened into an open meeting at 11:12 p.m. on August 7, 2023, to take action or no action on the above items.

O. ADJOURN

Mayor France adjourned the meeting at 11:12 p.m. on August 7, 2023.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session



August 17, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

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

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Tammy Wilson, Chief Financial Officer
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Kay Wilkinson, Director of Budget Services
Julie Taylor, Director of Treasury Operations
Ray Watson, Director of Economic Development
Brian Waltenburg, Assistant Director of Engineering
Andy Kancel, Police Chief

B. INVOCATION

Mayor France 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. PUBLIC COMMENT

	Speaker name and address	Subject (as written on the form)
--	--------------------------	----------------------------------

1.	Joe Bernard, 10605 Sunrise Cr with donated time from Matthew Hurst, address not provided	Public comment
----	--	----------------

E. WORK SESSION ITEM

1. Hold a discussion and provide direction regarding the FY [2023-2024 Proposed Budget](#)

Mr. Childers provided background regarding the work that went into preparing the budget. Ms. Wilkinson, Ms. Taylor, or Mr. Waltenburg gave a presentation identifying or noting:

- proposed budget (what it is)
- phases of the budget cycle
- types of budgets (operating and capital improvement program (CIP budget)
- operating budget structure (base budget, non-discretionary and decision packages)
- how Flower Mound compares to benchmark cities (population, tax rate, debt tax rate, government debt per capita, total debt per capita)
- financial goals
- changes since the proposed budget was filed in July
- compensation and benefits
- additional personnel
- FTE summary
- general fund (revenue and expenditures)
- 2024 proposed tax rate
- no-new revenue tax rate
- voter approval tax rate
- average property tax bill
- sales tax
- GF fund balance
- how Flower Mound compares (GF fund balance)
- enterprise funds (utility and stormwater)
- water/wastewater rates
- stormwater utility rates
- SWUF fund balance
- internal service funds
- special revenue funds (Crime Control & Prevention District and Fire Control, Prevention & Emergency Medical Services District)
- COVID 19 Fund: American Rescue Plan Act
- debt service fund
- next steps
- Capital Improvement Projects
 - changes since the proposed budget

- street projects (Kirkpatrick, Lakeside Parkway, roadway amenities, Scenic road, sidewalk links, street light improvements)
- signals (traffic detection rehabilitation, traffic signal preemption upgrade, traffic signal analytics cameras)
- street reconstruction (Bordeaux Way, Lakeside Parkway panel replacements, Timber Valley Dr and Fairfield Ln)
- facility projects (facility needs assessment, joint fire training facility)
- park projects (Cortadera, Wilkerson, Possum parks, Jake's Hilltop playground replacements, Bakersfield Park improvements Phase II, Community Activity Center expansion and renovation study, electronic reader board sign at Gerault Rd, park and trail amenities, Spring Lake Park improvements, Spring Meadow Park improvements, Trails Master Plan implementation, Twin Coves - preliminary design assessment for Ph II)
- water projects (lighthouse booster station demolition, Red Oak Ln water line replacement, Stonehill pump station motor replacement, Timber Valley and Fairfield Lane water line replacement, utility asset management, and utility replacement, water system leak detection and repair, water system model update, water system security implementation)
- stormwater projects (College Parkway drainage culvert lining, Garden Ridge gabion rehab, Timber Creek stabilization at Timber Creek)
- wastewater projects (Glen Chester lift station rehabilitation, Inflow - Infiltration evaluation and repair, Kirkpatrick Ln and Stapleton Street sanitary sewer rehabilitation, Red Oak Ln sewer line replacement, Timber Creek Park collector rehabilitation, Timber Valley and Fairfield Lane sewer line replacement, Upper Timber interceptor (Morris Rd to One Place Ln), wastewater system model update, wastewater system security implementation, wastewater treatment plant effluent filter rehabilitation)

and they responded to questions or comments from Council regarding:

- total debt per capita
- voter approval tax rate
- special revenue funds reduction
- contractual allocations (5110)
- funding sources
- concerns regarding the use of ultra-thin asphalt
- clarification regarding the bid process for construction projects
- for the fire training facility, clarification that other cities are paying their proportionate share
- why a playground shade structure is not included at Jake's Hilltop Park
- clarification regarding the jump in cost to refurbish playground equipment
- if there are any improvements planned for field 11 at Bakersfield

- interest in seeing options for pickleball courts at Leonard and Helen John's Park (Council consensus)
- how old are the pumps at the Stonehill pump station
- what is the time frame between funding the pump station and construction
- clarification regarding a decision package for an economic development strategic plan
- merchant card fees
- grant funding
- reserve projections
- ultraviolet disinfection upgrades decision package
- emergency generator decision package
- FTE's and if the part-time approach was an option

Chris Ekrut, NewGen Strategies and Solutions

Mr. Ekrut gave a presentation identifying or noting:

- adopted financial policies
- rate plan
- capital funding
- wholesale expenses
- financial performance
- water and wastewater residential impact

and he responded to questions or comments from Council regarding:

- strategies that could be taken
- wastewater differences from other communities

Council Discussion

There was Council discussion regarding:

- whether or not Kirkpatrick Ln should remain on the CIP
- Scenic Road and potential impact on the numbers depending on feedback from the Transportation Commission
- proposed tax rate
- upcoming cost, particularly as it relates to future facility needs

F. CLOSED MEETING

The Town Council convened into a closed meeting at 8:53 p.m. on August 17, 2023, pursuant to Texas Government Code Chapter 551.087 to discuss matters relating to economic development negotiations.

1. 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.

G. RECONVENE

The Town Council reconvened into an open meeting at 10:44 p.m. on August 17, 2023, and no action was taken on the above referenced item.

H. ADJOURN

Mayor France adjourned the meeting at 10:44 p.m.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: August 21, 2023
FROM: Brian Waltenburg, Assistant Director of Engineering
ITEM: **Consider Approval of Amendment No. 4 to the Fiscal Year 2022-2023 Capital Improvement Program.**

BACKGROUND: The Fiscal Year (FY) 2022-2023 Capital Improvement Program (CIP) Amendment No. 3, was approved by Town Council on March 6, 2023. The proposed CIP Amendment No. 4, for FY 2022-23 would increase the currently adopted General Fund expenditures from \$17,502,311 to \$17,867,311 and increase the currently adopted Utility Fund budget expenditures from \$16,342,000 to \$18,347,000.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$2,370,000

Proposed CIP:

FY 2022-2023:	General Capital Projects	\$17,867,311
	Utility Capital Projects	\$18,347,000

Five-Year CIP Plan:	General Capital Projects	\$286,750,720
	Utility Capital Projects	\$241,488,690

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2022-2023 CIP Amendment No. 4.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification List
2. CIP 2022-23 Amendment 4
3. CIP 2022-23 Amendment 4 Changes

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

Project Modification Listing

Attachment 1

FY 2022-2023 - CIP Amendment 4

August 21, 2023

General Fund

Signal Projects

Description		FY 22-23	5 Yr CIP
FM1171 Westbound RTL	Additional funding for anticipated expenses to TxDOT for signal pole aesthetic upgrades. Increase FY22-23 by \$50,000 from TIRZ Fund Balance.	\$50,000	\$50,000
Total Street Impact		\$50,000	\$50,000
Garden Ridge Boulevard at Forest Vista Drive	Additional funding for anticipated construction expenses. Increase FY22-23 by \$155,000 from Project Savings.	\$155,000	\$155,000
Signal Rehabilitation - FM 2499 at Firewheel Drive	Additional funding for anticipated construction expenses. Increase FY22-23 by \$160,000 from Project Savings and Interest Income.	\$160,000	\$160,000
Total Signal Impact		\$315,000	\$315,000
Total General Fund Impact		\$365,000	\$365,000

Utility Funds

Stormwater Project

Description		FY 22-23	5 Yr CIP
Dexter Court Drainage Improvement	Additional funding required to complete stormwater improvements. Increase FY22-23 by \$25,000 from Stormwater Fund Interest Income.	\$25,000	\$25,000
Total Stormwater Impact		\$25,000	\$25,000

Water Project

Description		FY 22-23	5 Yr CIP
Morriss Road Water Lines Phase III (Eaton to Waketon Road)	Additional funding required to award construction and testing contracts. Increase FY22-23 by \$1,150,000 from Project Savings.	\$1,150,000	\$1,150,000
High Road Water Line Phase II	Additional funding for anticipated construction expenses. Increase FY22-23 by \$830,000 from High Road Phase I Project Savings.	\$830,000	\$830,000
Total Water Impact		\$1,980,000	\$1,980,000
Total Utility Fund Impact		\$2,005,000	\$2,005,000

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032						2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	836,000	1,264,000	-	-	-	-	-	2,100,000	2,100,000	0,1,2,5	-	-	-	-	-	-	-	
	ADA Transition Plan and Implementation **	1,598,000	-	150,000	150,000	150,000	150,000	-	2,198,000	450,000	2.5	1,148,000	600,000	-	150,000	150,000	150,000	150,000	
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	240,000	
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	-	-	-	-	31,038,000	31,038,000	26,477,022	0	-	4,560,978	-	-	-	-	4,560,978	
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	6,747,000	-	-	-	-	-	7,057,000	7,057,000	0,1,2	-	-	-	-	-	-	-	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	50,000	-	-	-	-	-	358,331	358,331	7	-	-	-	-	-	-	-	
	FM 2499 at FM 3040 Intersection Improvements **	3,000,000	-	-	-	-	-	-	3,000,000	3,000,000	0.2	-	-	-	-	-	-	-	
	FM 2499 at FM 407 Intersection Improvements**	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	
	FM 2499 at Waketon Road Intersection Improvements **	1,900,000	-	-	-	-	-	-	1,900,000	1,900,000	7	-	-	-	-	-	-	-	
	Garden Ridge Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0.4	-	-	-	-	-	-	-	
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	11,000,000	
	Karnes Road	-	830,000	-	-	-	-	-	830,000	830,000	7	-	-	-	-	-	-	-	
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	900,000	11,550,000	-	-	-	12,450,000	5,622,234	0,1	-	6,827,766	-	-	6,827,766	-	-	
	Lakeside Parkway Capacity Improvements**	-	1,160,000	8,750,000	-	-	-	-	9,910,000	3,497,498	0	-	6,412,502	-	6,412,502	-	-	-	
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0.2	-	12,101,000	-	-	-	-	12,101,000	
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2.4	-	-	-	-	-	-	-	
	Retaining Wall at the Mound	300,000	75,000	-	-	-	-	-	375,000	375,000	2	-	-	-	-	-	-	-	
	Rippy Road (Waketon to FM 2499)**	8,500,000	-	-	-	-	-	-	8,500,000	8,500,000	7	-	-	-	-	-	-	-	
	Roadway Amenities	863,083	90,000	90,000	90,000	90,000	90,000	-	1,313,083	668,083	2.4	285,000	360,000	-	90,000	90,000	90,000	90,000	
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	5,933,000	
	Scenic Road (Walsingham Drive to FM 1171)	-	-	2,000,000	-	-	-	-	2,000,000	2,000,000	2	-	-	-	-	-	-	-	
	Sidewalk Links**	1,561,000	150,000	150,000	150,000	150,000	150,000	-	2,311,000	1,711,000	2.4	-	600,000	-	150,000	150,000	150,000	150,000	
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	-	-	-	-	8,574,000	8,574,000	74,000	0	-	8,500,000	-	-	-	-	8,500,000	
	Street Light Improvements	345,000	75,000	-	-	-	-	-	420,000	420,000	4	-	-	-	-	-	-	-	
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	7,000,000	
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	2,000,000	
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	2,000,000	
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	
	Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,466,905	1,3,7	-	-	-	-	-	-	-	
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	800,000	
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	-	2,300,000	-	-	-	-	2,300,000	562,981	0	-	1,737,019	-	1,737,019	-	-	-	
	SUBTOTAL	30,408,319	10,441,000	14,340,000	11,940,000	390,000	390,000	111,265,337	179,174,656	107,069,391		1,433,000	70,672,265	-	8,539,521	7,217,766	390,000	390,000	54,134,978

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Adaptive Traffic Signal Upgrade	-	1,000,000	-	-	1,300,000	-	2,600,000	4,900,000	1,000,000	4,7	3,900,000	-	-	-	1,300,000	-	2,600,000
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-
	Denton Creek Boulevard (I-35 W)	-	-	-	-	-	-	1,000,000	1,000,000	500,000	1	500,000	-	-	-	-	-	500,000
	FM 1171 at Canyon Falls Drive **	450,000	-	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	-	450,000	-	-	-	450,000	450,000	4	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	375,000	155,000	-	-	-	-	-	530,000	530,000	0,1,2	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	450,000	-	-	-	-	450,000	450,000	0,4	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	450,000	450,000	450,000	0,4,5	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	450,000	-	-	-	450,000	450,000	4	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-
	Signal Rehabilitation - FM 2499 at Firewheel Drive	200,000	160,000	-	-	-	-	-	360,000	360,000	4,	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	1,050,000	165,000	165,000	165,000	165,000	165,000	-	1,875,000	590,000	2,4	625,000	660,000	-	165,000	165,000	165,000	165,000
	Traffic Signal Preemption Upgrade	-	82,500	82,500	82,500	82,500	82,500	-	412,500	82,500	4	-	330,000	-	82,500	82,500	82,500	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,805,000	\$ 1,562,500	\$ 697,500	\$ 1,147,500	\$ 1,547,500	\$ 247,500	\$ 6,300,000	\$ 14,307,500	\$ 8,292,500		\$ 625,000	\$ 5,390,000	\$ -	\$ 247,500	\$ 247,500	\$ 1,547,500	\$ 247,500 \$ 3,100,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriss Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,900,000	-	-	-	-	2,900,000	2,900,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	940,000	-	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	1,170,000	-	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	670,000	-	-	-	-	-	1,200,000	1,870,000	1,870,000	2,8	-	-	-	-	-	-	-
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	600,000	-	-	-	-	-	-	600,000	600,000	2,8	-	-	-	-	-	-	-
	Hillside Lane Reconstruction	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	-	1,000,000	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Wood Creek Circle Reconstruction (Wood Creek Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,785,000	\$ 2,500,000	\$ 2,900,000	\$ -	\$ 1,170,000	\$ -	\$ 3,544,000	\$ 18,899,000	\$ 18,899,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	11,422,000	-	-	11,422,000	-	-	-	-	-	11,422,000
	Joint Fire Training Facility	2,013,494	-	-	-	-	-	-	2,013,494	2,013,494	1,2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 13,435,494	\$ 2,013,494	\$ -	\$ 11,422,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	350,000	-	-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-
	2021-22 Playground Replacements (Peacock Park) **	250,000	-	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	978,811	-	-	-	-	-	978,811	978,811	8	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	750,000	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	500,000	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase I	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Imrovements Phase II	-	-	1,600,000	-	-	-	-	1,600,000	1,600,000	8	-	-	-	-	-	-	-
	Bakersfield Park - Miracle League Infield Conversion	179,070	-	-	-	-	-	-	179,070	179,070	8	-	-	-	-	-	-	-
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	650,000	-	-	-	-	-	-	650,000	650,000	7	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	250,000	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Dixon Park Improvements (add Pavilion, & Amenities)	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Ranch Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Master Design	-	-	950,000	-	-	-	-	950,000			950,000	-	950,000	-	-	-	-
	Dunham Ranch Construction	-	-	-	12,000,000	-	-	-	12,000,000			12,000,000	-	-	12,000,000	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electicity, new grills, trash receptacles, picnic tables **	450,000	-	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
	Gerault Park- Retrofit Ballfield and area lighting to LED	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	250,000	-	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Glenwick Park - Restroom Addition	-	460,000	-	-	-	-	-	460,000	460,000	8	-	-	-	-	-	-	-
	Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	700,000	-	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Hound Mound Parking and Restroom **	860,000	-	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	-	100,000	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	441,189	-	-	-	-	-	-	441,189	441,189	8	-	-	-	-	-	-	-
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	225,000	-	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
	Park and Trail Amenities	710,000	75,000	75,000	75,000	75,000	75,000	-	1,085,000	1,085,000	6,8	-	-	-	-	-	-	-
	Parks & Recreation Master Plan	-	-	-	-	300,000	-	-	300,000	300,000	6,8	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	50,000	-	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	7	-	-	-	-	-	-	-
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	7	-	-	-	-	-	-	-
	Post Oak Park Improvements - signage (wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	700,000	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Prairie Trail Park Master Plan	-	-	-	60,000	-	-	-	60,000	60,000	8	-	-	-	-	-	-	-
	Prairie Trail Park- Design	-	-	-	-	150,000	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Prairie Trail Park - Construction	-	-	-	-	-	1,500,000	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	2,900,000	2,900,000	6,8	-	-	-	-	-	-	-
	Shade Fabric Replacement at Various Parks	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	275,000	-	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	200,000	-	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	400,000	-	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
	Tennis Center - Feasibility Study	50,000	-	-	-	-	-	-	50,000	50,000		-	-	-	-	-	-	-
	Tennis Center	400,000	-	12,250,000	-	-	-	-	12,650,000	1,150,000	6	-	11,500,000	-	11,500,000	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	250,000	250,000	250,000	250,000	250,000	250,000	-	1,500,000	1,500,000	2,8	-	-	-	-	-	-	-
	Twin Coves Park - Phase II Design	-	-	-	-	700,000	6,000,000	-	6,700,000	6,700,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 16,585,259	\$ 3,363,811	\$ 16,350,000	\$ 14,935,000	\$ 1,725,000	\$ 7,975,000	\$ -	\$ 60,934,070	\$ 36,484,070		\$ -	\$ 24,450,000	\$ -	\$ 12,450,000	\$ 12,000,000	\$ -	\$ -
NEW	GRAND TOTAL GENERAL FUND	\$ 60,597,072	\$ 17,867,311	\$ 34,287,500	\$ 28,022,500	\$ 4,832,500	\$ 8,612,500	\$ 132,531,337	\$ 286,750,720	\$ 172,758,455		\$ 2,058,000	\$ 111,934,265	\$ -	\$ 21,237,021	\$ 19,465,266	\$ 1,937,500	\$ 637,500

*General Obligation Bonds

** Project Includes ADA Improvements

Other Sources

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032						2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-	-
	Cedarcrest Water Line	-	1,080,000	-	-	-	-	-	1,080,000	-	-	1,080,000	1,080,000	-	-	-	-	-	-
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	-	755,000	-	-	-	-	-	755,000
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-	-
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	2,160,000	3,210,000	500,000	0	-	2,710,000	-	550,000	-	-	-	2,160,000
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	-	7,600,000	-	-	-	-	-	7,600,000
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	18,440,000	20,190,000	1,750,000	0	-	18,440,000	-	-	-	-	-	18,440,000
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	-	6,110,000
	Forest Vista AC Water Line Decommissioning	-	105,000	-	-	-	-	-	105,000	105,000	2	-	-	-	-	-	-	-	-
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	3,200,000	0.7	-	-	-	-	-	-	-	-
	High Road Water Line Replacement Phase II	3,200,000	830,000	-	-	-	-	-	4,030,000	830,000	2	3,200,000	-	-	-	-	-	-	-
	Hillside Water Line Connection	340,000	-	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	-
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	650,000	-	-	-	-	650,000	650,000	0	-	-	-	-	-	-	-	-
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	500,000	-	-	-	-	1,260,000	1,760,000	500,000	0.2	-	1,260,000	-	-	-	-	-	1,260,000
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	660,000	6,000,000	-	1,500,000	-	1,500,000	9,660,000	1,185,000	0	-	8,475,000	-	5,475,000	-	1,500,000	-	1,500,000
	Lakeside Water Reuse - Reuse Waterlines	-	340,000	3,000,000	-	2,000,000	-	12,450,000	17,790,000	451,500	0	-	17,338,500	-	2,888,500	-	2,000,000	-	12,450,000
	Lopo Water line Replacement	365,000	-	-	-	-	-	-	365,000	-	-	365,000	-	-	-	-	-	-	-
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	-	4,010,000
	Melody Court Water Line Replacement	60,000	-	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	-
	Morriess Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-	-
	Morriess Road Water Lines Phase III (Eaton to Waketon Road)	3,500,000	3,935,000	-	-	-	-	-	7,435,000	5,157,000	0.1,2	-	2,278,000	2,278,000	-	-	-	-	-
	Morriess Road Water Lines Phase IV (Waketon Road to FM 407)	350,000	-	-	9,235,000	-	-	-	9,585,000	3,812,900	0	-	5,772,100	-	-	5,772,100	-	-	-
	Pintail 30-Inch Water Line (Pintail Pump Station to Morriess Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	-	1,710,000	-	-
	Pintail Pump Station Storage Tank Rehabilitation and Valve Replacement	-	150,000	1,020,000	-	-	-	-	1,170,000	150,000	2	-	1,020,000	-	1,020,000	-	-	-	-
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	-	410,000
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	750,000	0.7	-	-	-	-	-	-	-	-
	Royal Oaks Water Line Replacement Phase I	150,000	1,330,000	-	-	-	-	-	1,480,000	100,000	2	150,000	1,230,000	1,230,000	-	-	-	-	-
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	200,000	-	-	-	-	-	1,230,000	1,430,000	70,000	0	130,000	1,230,000	-	-	-	-	-	1,230,000
	Sentinel Oaks Water Line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	-	500,000	-	-	-	-	-	-	-
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-	-
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	-	5,210,000
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	790,000	-	-	-	-	-	-	790,000
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	-
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-	-
	Timber Creek 20-Inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	-	420,000
	Timber Creek Water Line Replacement Phase I	1,000,000	804,000	-	-	-	-	-	1,804,000	804,000	2	1,000,000	-	-	-	-	-	-	-
	Timber Creek Water Line Replacement Phase II	1,080,000	205,000	-	-	-	-	-	1,285,000	205,000	2	1,080,000	-	-	-	-	-	-	-
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	-
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	-	1,350,000	-	-	-	-	-	1,350,000
	US 377 at FM 1171 Water Line Loop/Relocation	5,500,000	2,000,000	-	-	-	-	-	7,500,000	2,610,000	0.2	3,890,000	1,000,000	1,000,000	-	-	-	-	-
	US 377 / UPRR Water Line Phase II	137,620	-	-	-	-	-	3,275,000	3,412,620	87,620	0	50,000	3,275,000	-	-	-	-	-	3,275,000
	Utility Asset Management & Utility Replacement	1,200,000	300,000	300,000	300,000	300,000	300,000	-	2,700,000	300,000	2	1,200,000	1,200,000	-	300,000	300,000	300,000	300,000	-
	Water System Leak Detection & Repair	750,000	50,000	50,000	50,000	50,000	50,000	-	1,000,000	150,000	2	650,000	200,000	-	50,000	50,000	50,000	50,000	-
	Water System Model Update	173,785	6,500	6,500	6,500	6,500	6,500	-	206,285	206,285	0.2	-	-	-	-	-	-	-	-
	Water System Security Implementation	-	150,000	150,000	150,000	150,000	150,000	-	750,000	150,000	2	-	600,000	-	150,000	150,000	150,000	150,000	-
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	-	4,650,000
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	-	4,200,000	-	-	-	-	-	4,200,000
	West Side Water Lines (West)	-	-	-	-	-	1,560,000	-	1,560,000	150,000	0	-	1,410,000	-	-	-	-	1,410,000	-
	Western Operations and Maintenance Facility (Buildout)	-	-	100,000	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	-	1,450,000	-	-
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 27,956,405	\$ 12,445,500	\$ 14,076,500	\$ 11,861,500	\$ 7,166,500	\$ 2,066,500	\$ 78,055,000	\$ 153,627,905	\$ 28,999,305		\$ 15,425,000	#####	\$ 5,588,000	\$ 10,433,500	\$ 8,292,100	\$ 7,160,000	\$ 1,910,000	\$ 75,820,000

** Project Includes ADA Improvements

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

**TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023**

	STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	325,000	-	-	-	-	-	-	325,000	325,000	2	-	\$ -	-	-	-	-	-	-
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	-
	Colonial Drive Stormwater Replacement	450,000	-	-	-	-	-	-	450,000	450,000	2	-	\$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	200,000	-	-	-	-	375,000	375,000	2	-	\$ -	-	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	-
	Dexter Court Drainage Improvement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,210,000	690,000	-	-	-	-	-	1,900,000	1,900,000	7	-	\$ -	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	\$ -	-	-	-	-	-	-
	Garden Ridge Gabion Rehab	-	-	500,000	-	-	-	-	500,000	-	2	-	\$ 500,000	-	500,000	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Boulevard	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	100,000	400,000	400,000	-	900,000	100,000	2	-	\$ 800,000	-	-	-	400,000	400,000	-
	Range Wood Drive Drainage Improvements	2,410,000	975,000	-	-	-	-	-	3,385,000	3,385,000	1,2	-	\$ -	-	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Sunset Y-Inlet Replacement	-	-	-	25,000	-	-	-	25,000	25,000	2	-	\$ -	-	-	-	-	-	-
	Timber Creek Boulevard Erosion Rehab	-	-	-	-	50,000	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-	\$ -	-	-	-	-	-	-
	SUBTOTAL	\$ 4,720,000	\$ 1,725,000	\$ 700,000	\$ 275,000	\$ 450,000	\$ 400,000	\$ 400,000	\$ 8,670,000	\$ 7,370,000		\$ -	\$ 1,300,000	\$ -	\$ 500,000	\$ -	\$ 400,000	\$ 400,000	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	2,800,000	-	-	2,800,000	-		-	2,800,000	-	-	-	2,800,000	-	-
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	Glen Chester Lift Station Rehabilitation	-	200,000	1,200,000	-	-	-	-	1,400,000	200,000	2	-	1,200,000	-	1,200,000	-	-	-	-
	Hillside Wasterwater Rehabilitation	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,730,000	250,000	250,000	250,000	250,000	250,000	-	3,980,000	580,000	2	2,400,000	1,000,000	-	250,000	250,000	250,000	250,000	-
	Lift Station Improvements and Decommissioning Phase III	2,564,500	300,000	-	-	-	-	-	2,864,500	300,000	2	2,564,500	-	-	-	-	-	-	-
	Lopo Sewer Line Replacement	340,000	-	-	-	-	-	-	340,000	-		340,000	-	-	-	-	-	-	-
	Melody Court Sewer Line Replacement	60,000	-	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	2,155,000	-	-	-	-	-	2,155,000	-		-	2,155,000	2,155,000	-	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	1,725,000	-	-	-	-	1,725,000	-		-	1,725,000	-	-	1,725,000	-	-	-
	Oak Street Lift Station and Force Main Phase IV	6,100,000	-	-	-	-	-	-	6,100,000	5,719,500	0,2	380,500	-	-	-	-	-	-	-
	Riverwalk Collector (Morriss Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0,2	-	90,000	-	-	-	-	-	90,000
	Southside Force Main Extension	-	-	-	2,500,000	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	-	1,000,000	-	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0,3,5	-	2,900,000	-	-	-	2,900,000	-	-
	Southside Pump Upgrade	90,000	-	-	590,000	-	-	-	680,000	390,000	0,5	-	290,000	-	-	290,000	-	-	-
	Spring Meadow Lane Sewer Line Replacement	1,540,000	95,000	-	-	-	-	-	1,635,000	95,000	2	1,540,000	-	-	-	-	-	-	-
	Sunrise Circle Wastewater Connection	150,000	320,000	-	-	-	-	-	470,000	470,000	2	-	-	-	-	-	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	440,000	-	-	-	-	440,000	-		-	440,000	-	440,000	-	-	-	-
	Timber Creek Trunk Line (Morriss Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-		875,000	-	-	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriss Road)	-	-	-	550,000	-	-	-	550,000	-		-	550,000	-	-	550,000	-	-	-
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	480,000	-	-	-	-	480,000	-		-	480,000	-	480,000	-	-	-	-
	Upper Timber Interceptor (Morriss Road to One Place Lane)	400,000	-	-	-	-	-	4,875,000	5,275,000	400,000	2	-	4,875,000	-	-	-	-	-	4,875,000
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	430,000	-	-	430,000	-		-	430,000	-	-	-	430,000	-	-
	Wastewater System Security Implementation	-	150,000	150,000	150,000	150,000	150,000	-	750,000	150,000	2	-	600,000	-	150,000	150,000	150,000	150,000	-
	Wastewater System Model Update	243,785	6,500	6,500	6,500	6,500	6,500	-	276,285	276,285	0,2	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Clarifier No. 3 Rehabilitation	-	-	400,000	3,300,000	-	-	-	3,700,000	400,000	2	-	3,300,000	-	-	3,300,000	-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Primary Treatment Area Expansion	-	400,000	3,300,000	-	-	-	-	3,700,000	400,000	2	-	3,300,000	-	3,300,000	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-		11,800,000	-	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	-	13,000,000	-		-	13,000,000	-	-	-	-	-	13,000,000
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	-	1,000,000	-		-	1,000,000	-	-	-	-	-	1,000,000
	Wellington Interceptor Improvements	-	-	-	390,000	-	-	-	390,000	-		-	390,000	-	-	390,000	-	-	-
	Windsor Park Sanitary Sewer System Rehabilitation	-	-	1,040,000	-	-	-	-	1,040,000	-		-	1,040,000	-	1,040,000	-	-	-	-
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	Yucca Lift Station Auxiliary Power	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 27,738,285	\$ 4,176,500	\$ 8,991,500	\$ 7,736,500	\$ 7,536,500	\$ 406,500	\$ 19,405,000	\$ 75,990,785	\$ 13,525,785		\$ 19,900,000	\$ 42,565,000	\$ 2,155,000	\$ 6,860,000	\$ 7,655,000	\$ 6,530,000	\$ 400,000	\$ 18,965,000
	GRAND TOTAL UTILITY FUND	\$ 60,414,690	\$ 18,347,000	\$ 23,768,000	\$ 19,873,000	\$ 15,153,000	\$ 2,873,000	\$ 97,860,000	\$ 238,288,690	\$ 49,895,090		\$ 35,325,000	\$153,068,600	\$ 7,743,000	\$ 17,793,500	\$ 15,947,100	\$ 14,090,000	\$ 2,710,000	\$ 94,785,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	836,000	1,264,000	-	-	-	-	-	2,100,000	2,100,000	0,1,2,5	-	-	-	-	-	-	-
	ADA Transition Plan and Implementation **	1,598,000	-	150,000	150,000	150,000	150,000	-	2,198,000	450,000	2,5	1,148,000	600,000	-	150,000	150,000	150,000	150,000
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	240,000
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	-	-	-	-	31,038,000	31,038,000	26,477,022	0	-	4,560,978	-	-	-	-	4,560,978
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	6,747,000	-	-	-	-	-	7,057,000	7,057,000	0,1,2	-	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-
OLD	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	-
NEW	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	50,000	-	-	-	-	-	358,331	358,331	7	-	-	-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	3,000,000	-	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements**	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	FM 2499 at Waketon Road Intersection Improvements **	1,900,000	-	-	-	-	-	-	1,900,000	1,900,000	7	-	-	-	-	-	-	-
	Garden Ridge Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	11,000,000
	Karnes Road	-	830,000	-	-	-	-	-	830,000	830,000	7	-	-	-	-	-	-	-
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	900,000	11,550,000	-	-	-	12,450,000	5,622,234	0,1	-	6,827,766	-	-	6,827,766	-	-
	Lakeside Parkway Capacity Improvements**	-	1,160,000	8,750,000	-	-	-	-	9,910,000	3,497,498	0	-	6,412,502	-	6,412,502	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	12,101,000
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-
	Retaining Wall at the Mound	300,000	75,000	-	-	-	-	-	375,000	375,000	2	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	8,500,000	-	-	-	-	-	-	8,500,000	8,500,000	7	-	-	-	-	-	-	-
	Roadway Amenities	863,083	90,000	90,000	90,000	90,000	90,000	-	1,313,083	668,083	2,4	285,000	360,000	-	90,000	90,000	90,000	90,000
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	5,933,000
	Scenic Road (Walsingham Drive to FM 1171)	-	-	2,000,000	-	-	-	-	2,000,000	2,000,000	2	-	-	-	-	-	-	-
	Sidewalk Links **	1,561,000	150,000	150,000	150,000	150,000	150,000	-	2,311,000	1,711,000	2,4	-	600,000	-	150,000	150,000	150,000	150,000
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	-	-	-	-	8,574,000	8,574,000	74,000	0	-	8,500,000	-	-	-	-	8,500,000
	Street Light Improvements	345,000	75,000	-	-	-	-	-	420,000	420,000	4	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	2,000,000
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-
	Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,466,905	1,3,7	-	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	-	2,300,000	-	-	-	-	2,300,000	562,981	0	-	1,737,019	-	1,737,019	-	-	-
OLD	SUBTOTAL	30,408,319	10,391,000	14,340,000	11,940,000	390,000	390,000	111,265,337	179,124,656	107,019,391		1,433,000	70,672,265	-	8,539,521	7,217,766	390,000	390,000
NEW	SUBTOTAL	30,408,319	10,441,000	14,340,000	11,940,000	390,000	390,000	111,265,337	179,174,656	107,069,391		1,433,000	70,672,265	-	8,539,521	7,217,766	390,000	390,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Adaptive Traffic Signal Upgrade	-	1,000,000	-	-	1,300,000	-	2,600,000	4,900,000	1,000,000	4,7	-	3,900,000	-	-	1,300,000	-	2,600,000
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-
	Denton Creek Boulevard (I-35 W)	-	-	-	-	-	-	1,000,000	1,000,000	500,000	1	-	500,000	-	-	-	-	500,000
	FM 1171 at Canyon Falls Drive **	450,000	-	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	-	450,000	-	-	-	450,000	450,000	4	-	-	-	-	-	-	-
OLD	Garden Ridge Boulevard at Forest Vista Drive **	375,000	-	-	-	-	-	-	375,000	375,000	0,1	-	-	-	-	-	-	-
NEW	Garden Ridge Boulevard at Forest Vista Drive **	375,000	155,000	-	-	-	-	-	530,000	530,000	0,1,2	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	450,000	-	-	-	-	450,000	450,000	0,4	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	450,000	450,000	450,000	0,4,5	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	450,000	-	-	-	450,000	450,000	4	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	450,000	450,000	450,000	0,4	-	-	-	-	-	-	-
OLD	Signal Rehabilitation - FM 2499 at Firewheel Drive	200,000	-	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	-
NEW	Signal Rehabilitation - FM 2499 at Firewheel Drive	200,000	160,000	-	-	-	-	-	360,000	360,000	4,	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	1,050,000	165,000	165,000	165,000	165,000	165,000	-	1,875,000	590,000	2,4	625,000	660,000	-	165,000	165,000	165,000	165,000
	Traffic Signal Preemption Upgrade	-	82,500	82,500	82,500	82,500	82,500	-	412,500	82,500	4	-	330,000	-	82,500	82,500	82,500	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-
OLD	SUBTOTAL	\$ 2,805,000	\$ 1,247,500	\$ 697,500	\$ 1,147,500	\$ 1,547,500	\$ 247,500	\$ 6,300,000	\$ 13,992,500	\$ 7,977,500		\$ 625,000	\$ 5,390,000	\$ -	\$ 247,500	\$ 247,500	\$ 1,547,500	\$ 247,500
NEW	SUBTOTAL	\$ 2,805,000	\$ 1,562,500	\$ 697,500	\$ 1,147,500	\$ 1,547,500	\$ 247,500	\$ 6,300,000	\$ 14,307,500	\$ 8,292,500		\$ 625,000	\$ 5,390,000	\$ -	\$ 247,500	\$ 247,500	\$ 1,547,500	\$ 247,500

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriss Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,900,000	-	-	-	-	2,900,000	2,900,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	940,000	-	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	1,170,000	-	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	670,000	-	-	-	-	-	1,200,000	1,870,000	1,870,000	2,8	-	-	-	-	-	-	-
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	600,000	-	-	-	-	-	-	600,000	600,000	2,8	-	-	-	-	-	-	-
	Hillside Lane Reconstruction	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	-	1,000,000	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Wood Creek Circle Reconstruction (Wood Creek Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,785,000	\$ 2,500,000	\$ 2,900,000	\$ -	\$ 1,170,000	\$ -	\$ 3,544,000	\$ 18,899,000	\$ 18,899,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	11,422,000	-	-	11,422,000	-	-	-	-	-	11,422,000
	Joint Fire Training Facility	2,013,494	-	-	-	-	-	-	2,013,494	2,013,494	1,2	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 13,435,494	\$ 2,013,494	\$ -	\$ 11,422,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032
	2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	350,000	-	-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-
	2021-22 Playground Replacements (Peacock Park) **	250,000	-	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	978,811	-	-	-	-	-	978,811	978,811	8	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	750,000	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	500,000	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase I	-	1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	-	1,600,000	-	-	-	-	1,600,000	1,600,000	8	-	-	-	-	-	-	-
	Bakersfield Park - Miracle League Infield Conversion	179,070	-	-	-	-	-	-	179,070	179,070	8	-	-	-	-	-	-	-
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	650,000	-	-	-	-	-	-	650,000	650,000	7	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	250,000	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Dixon Park Improvements (add Pavilion, & Amenities)	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Ranch Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Master Design	-	-	950,000	-	-	-	-	950,000			950,000	-	950,000	-	-	-	-
	Dunham Ranch Construction	-	-	-	12,000,000	-	-	-	12,000,000		-	12,000,000	-	-	12,000,000	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electricity, new grills, trash receptacles, picnic tables **	450,000	-	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
	Gerault Park- Retrofit Ballfield and area lighting to LED	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	250,000	-	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Glenwick Park - Restroom Addition	-	460,000	-	-	-	-	-	460,000	460,000	8	-	-	-	-	-	-	-
	Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	700,000	-	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Hound Mound Parking and Restroom **	860,000	-	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	-	100,000	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	441,189	-	-	-	-	-	-	441,189	441,189	8	-	-	-	-	-	-	-
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	225,000	-	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
	Park and Trail Amenities	710,000	75,000	75,000	75,000	75,000	75,000	-	1,085,000	1,085,000	6,8	-	-	-	-	-	-	-
	Parks & Recreation Master Plan	-	-	-	-	300,000	-	-	300,000	300,000	6,8	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	50,000	-	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	7	-	-	-	-	-	-	-
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	7	-	-	-	-	-	-	-
	Post Oak Park Improvements - signage (wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	700,000	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Prairie Trail Park Master Plan	-	-	-	60,000	-	-	-	60,000	60,000	8	-	-	-	-	-	-	-
	Prairie Trail Park- Design	-	-	-	-	150,000	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Prairie Trail Park - Construction	-	-	-	-	-	1,500,000	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	2,900,000	2,900,000	6,8	-	-	-	-	-	-	-
	Shade Fabric Replacement at Various Parks	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	275,000	-	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	200,000	-	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	400,000	-	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
	Tennis Center - Feasibility Study	50,000	-	-	-	-	-	-	50,000	50,000		-	-	-	-	-	-	-
	Tennis Center	400,000	-	12,250,000	-	-	-	-	12,650,000	1,150,000	6	-	11,500,000	-	11,500,000	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	250,000	250,000	250,000	250,000	250,000	250,000	-	1,500,000	1,500,000	2,8	-	-	-	-	-	-	-
	Twin Coves Park - Phase II Design	-	-	-	-	700,000	6,000,000	-	6,700,000	6,700,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 16,585,259	\$ 3,363,811	\$ 16,350,000	\$ 14,935,000	\$ 1,725,000	\$ 7,975,000	\$ -	\$ 60,934,070	\$ 36,484,070		\$ -	\$ 24,450,000	\$ -	\$ 12,450,000	\$ 12,000,000	\$ -	\$ -
OLD	GRAND TOTAL GENERAL FUND	\$ 60,597,072	\$ 17,502,311	\$ 34,287,500	\$ 28,022,500	\$ 4,832,500	\$ 8,612,500	\$ 132,531,337	\$ 286,385,720	\$ 172,393,455		\$ 2,058,000	\$ 111,934,265	\$ -	\$ 21,237,021	\$ 19,465,266	\$ 1,937,500	\$ 637,500
NEW	GRAND TOTAL GENERAL FUND	\$ 60,597,072	\$ 17,867,311	\$ 34,287,500	\$ 28,022,500	\$ 4,832,500	\$ 8,612,500	\$ 132,531,337	\$ 286,750,720	\$ 172,758,455		\$ 2,058,000	\$ 111,934,265	\$ -	\$ 21,237,021	\$ 19,465,266	\$ 1,937,500	\$ 637,500

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-	
	Cedarcrest Water Line	-	1,080,000	-	-	-	-	-	1,080,000	-	-	1,080,000	1,080,000	-	-	-	-	-	
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	-	755,000	-	-	-	-	755,000	
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-	
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	-	3,210,000	500,000	0	-	2,710,000	-	550,000	-	-	2,160,000	
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	-	7,600,000	-	-	-	-	7,600,000	
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	-	20,190,000	1,750,000	0	-	18,440,000	-	-	-	-	18,440,000	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	6,110,000	
	Forest Vista AC Water Line Decommissioning	-	105,000	-	-	-	-	-	105,000	105,000	2	-	-	-	-	-	-	-	
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	3,200,000	0.7	-	-	-	-	-	-	-	
OLD	High Road Water Line Replacement Phase II	3,200,000	-	-	-	-	-	-	3,200,000	-	3,200,000	-	-	-	-	-	-	-	
NEW	High Road Water Line Replacement Phase II	3,200,000	830,000	-	-	-	-	-	4,030,000	830,000	2	3,200,000	-	-	-	-	-	-	
	Hillside Water Line Connection	340,000	-	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	650,000	-	-	-	-	650,000	650,000	0	-	-	-	-	-	-	-	
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	500,000	-	-	-	-	1,260,000	1,760,000	500,000	0.2	-	1,260,000	-	-	-	-	1,260,000	
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	660,000	6,000,000	-	1,500,000	-	1,500,000	9,660,000	1,185,000	0	-	8,475,000	-	5,475,000	-	1,500,000	1,500,000	
	Lakeside Water Reuse - Reuse Waterlines	-	340,000	3,000,000	-	2,000,000	-	12,450,000	17,790,000	451,500	0	-	17,338,500	-	2,888,500	-	2,000,000	12,450,000	
	Lopo Water line Replacement	365,000	-	-	-	-	-	-	365,000	-	365,000	-	-	-	-	-	-	-	
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	4,010,000	
	Melody Court Water Line Replacement	60,000	-	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-	
OLD	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	3,500,000	2,785,000	-	-	-	-	-	6,285,000	4,007,000	0.1,2	-	2,278,000	2,278,000	-	-	-	-	
NEW	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	3,500,000	3,935,000	-	-	-	-	-	7,435,000	5,157,000	0.1,2	-	2,278,000	2,278,000	-	-	-	-	
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	350,000	-	-	9,235,000	-	-	-	9,585,000	3,812,900	0	-	5,772,100	-	-	5,772,100	-	-	
	Pintail 30-Inch Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	-	1,710,000	-	
	Pintail Pump Station Storage Tank Rehabilitation and Valve Replacement	-	150,000	1,020,000	-	-	-	-	1,170,000	150,000	2	-	1,020,000	-	1,020,000	-	-	-	
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	410,000	
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	750,000	0.7	-	-	-	-	-	-	-	
	Royal Oaks Water Line Replacement Phase I	150,000	1,330,000	-	-	-	-	-	1,480,000	100,000	2	150,000	1,230,000	1,230,000	-	-	-	-	
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	200,000	-	-	-	-	-	1,230,000	1,430,000	70,000	0	130,000	1,230,000	-	-	-	-	1,230,000	
	Sentinel Oaks Water Line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	500,000	-	-	-	-	-	-	-	
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	5,210,000	
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	-	790,000	-	-	-	-	790,000	
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-	
	Timber Creek 20-Inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	420,000	
	Timber Creek Water Line Replacement Phase I	1,000,000	804,000	-	-	-	-	-	1,804,000	804,000	2	1,000,000	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase II	1,080,000	205,000	-	-	-	-	-	1,285,000	205,000	2	1,080,000	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	-	1,350,000	-	-	-	-	1,350,000	
	US 377 at FM 1171 Water Line Loop/Relocation	5,500,000	2,000,000	-	-	-	-	-	7,500,000	2,610,000	0.2	3,890,000	1,000,000	1,000,000	-	-	-	-	
	US 377 / UPRR Water Line Phase II	137,620	-	-	-	-	-	3,275,000	3,412,620	87,620	0	50,000	3,275,000	-	-	-	-	3,275,000	
	Utility Asset Management & Utility Replacement	1,200,000	300,000	300,000	300,000	300,000	300,000	-	2,700,000	300,000	2	1,200,000	1,200,000	-	300,000	300,000	300,000	-	
	Water System Leak Detection & Repair	750,000	50,000	50,000	50,000	50,000	50,000	-	1,000,000	150,000	2	650,000	200,000	-	50,000	50,000	50,000	-	
	Water System Model Update	173,785	6,500	6,500	6,500	6,500	6,500	-	206,285	206,285	0.2	-	-	-	-	-	-	-	
	Water System Security Implementation	-	150,000	150,000	150,000	150,000	150,000	-	750,000	150,000	2	-	600,000	-	150,000	150,000	150,000	-	
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	4,650,000	
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	-	4,200,000	-	-	-	-	4,200,000	
	West Side Water Lines (West)	-	-	-	-	-	1,560,000	-	1,560,000	150,000	0	-	1,410,000	-	-	-	1,410,000	-	
	Western Operations and Maintenance Facility (Buildout)	-	-	100,000	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	1,450,000	-	-	
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
OLD	SUBTOTAL	\$ 27,956,405	\$ 10,465,500	\$ 14,076,500	\$ 11,861,500	\$ 7,166,500	\$ 2,066,500	\$ 78,055,000	\$ 151,647,905	\$ 27,019,305		\$ 15,425,000	#####	\$ 5,588,000	\$ 10,433,500	\$ 8,292,100	\$ 7,160,000	\$ 1,910,000	\$ 75,820,000
NEW	SUBTOTAL	\$ 31,156,405	\$ 12,445,500	\$ 14,076,500	\$ 11,861,500	\$ 7,166,500	\$ 2,066,500	\$ 78,055,000	\$ 156,827,905	\$ 28,999,305		\$ 18,625,000	#####	\$ 5,588,000	\$ 10,433,500	\$ 8,292,100	\$ 7,160,000	\$ 1,910,000	\$ 75,820,000

** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	325,000	-	-	-	-	-	-	325,000	325,000	2	-	\$ -	-	-	-	-	-	
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	
	Colonial Drive Stormwater Replacement	450,000	-	-	-	-	-	-	450,000	450,000	2	-	\$ -	-	-	-	-	-	
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	200,000	-	-	-	-	375,000	375,000	2	-	\$ -	-	-	-	-	-	
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-	
OLD	Dexter Court Drainage Improvement	-	35,000	-	-	-	-	-	35,000	35,000	2	-	-	-	-	-	-	-	
NEW	Dexter Court Drainage Improvement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	East Waketon Road Drainage Improvements	1,210,000	690,000	-	-	-	-	-	1,900,000	1,900,000	7	-	\$ -	-	-	-	-	-	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	\$ -	-	-	-	-	-	
	Garden Ridge Gabion Rehab	-	-	500,000	-	-	-	-	500,000	-	2	-	\$ 500,000	-	500,000	-	-	-	
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Boulevard	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	
	Pecan Acres Drainage Improvements	-	-	-	100,000	400,000	400,000	-	900,000	100,000	2	-	\$ 800,000	-	-	-	400,000	400,000	
	Range Wood Drive Drainage Improvements	2,410,000	975,000	-	-	-	-	-	3,385,000	3,385,000	1,2	-	\$ -	-	-	-	-	-	
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	
	Sunset Y-Inlet Replacement	-	-	-	25,000	-	-	-	25,000	25,000	2	-	\$ -	-	-	-	-	-	
	Timber Creek Boulevard Erosion Rehab	-	-	-	-	50,000	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-	
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-	\$ -	-	-	-	-	-	
OLD	SUBTOTAL	\$ 4,720,000	\$ 1,700,000	\$ 700,000	\$ 275,000	\$ 450,000	\$ 400,000	\$ 400,000	\$ 8,645,000	\$ 7,345,000		\$ -	\$ 1,300,000	\$ -	\$ 500,000	\$ -	\$ 400,000	\$ 400,000	\$ -
NEW	SUBTOTAL	\$ 4,720,000	\$ 1,725,000	\$ 700,000	\$ 275,000	\$ 450,000	\$ 400,000	\$ 400,000	\$ 8,670,000	\$ 7,370,000		\$ -	\$ 1,300,000	\$ -	\$ 500,000	\$ -	\$ 400,000	\$ 400,000	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

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

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2022-2023 Amendment 4
08/21/2023

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032					2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2032	
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	2,800,000	-	-	2,800,000	-		-	2,800,000	-	-	-	2,800,000	-	-
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	Glen Chester Lift Station Rehabilitation	-	200,000	1,200,000	-	-	-	-	1,400,000	200,000	2	-	1,200,000	-	1,200,000	-	-	-	-
	Hillside Wasterwater Rehabilitation	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,730,000	250,000	250,000	250,000	250,000	250,000	-	3,980,000	580,000	2	2,400,000	1,000,000	-	250,000	250,000	250,000	250,000	-
	Lift Station Improvements and Decommissioning Phase III	2,564,500	300,000	-	-	-	-	-	2,864,500	300,000	2	2,564,500	-	-	-	-	-	-	-
	Lopo Sewer Line Replacement	340,000	-	-	-	-	-	-	340,000	-		340,000	-	-	-	-	-	-	-
	Melody Court Sewer Line Replacement	60,000	-	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	2,155,000	-	-	-	-	-	2,155,000	-		-	2,155,000	2,155,000	-	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	1,725,000	-	-	-	-	1,725,000	-		-	1,725,000	-	-	1,725,000	-	-	-
	Oak Street Lift Station and Force Main Phase IV	6,100,000	-	-	-	-	-	-	6,100,000	5,719,500	0,2	380,500	-	-	-	-	-	-	-
	Riverwalk Collector (Morriss Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0,2	-	90,000	-	-	-	-	-	90,000
	Southside Force Main Extension	-	-	-	2,500,000	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	-	1,000,000	-	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0,3,5	-	2,900,000	-	-	-	2,900,000	-	-
	Southside Pump Upgrade	90,000	-	-	590,000	-	-	-	680,000	390,000	0,5	-	290,000	-	-	290,000	-	-	-
	Spring Meadow Lane Sewer Line Replacement	1,540,000	95,000	-	-	-	-	-	1,635,000	95,000	2	1,540,000	-	-	-	-	-	-	-
	Sunrise Circle Wastewater Connection	150,000	320,000	-	-	-	-	-	470,000	470,000	2	-	-	-	-	-	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	440,000	-	-	-	-	440,000	-		-	440,000	-	440,000	-	-	-	-
	Timber Creek Trunk Line (Morriss Road to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-		875,000	-	-	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriss Road)	-	-	-	550,000	-	-	-	550,000	-		-	550,000	-	-	550,000	-	-	-
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	480,000	-	-	-	-	480,000	-		-	480,000	-	480,000	-	-	-	-
	Upper Timber Interceptor (Morriss Road to One Place Lane)	400,000	-	-	-	-	-	4,875,000	5,275,000	400,000	2	-	4,875,000	-	-	-	-	-	4,875,000
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	430,000	-	-	430,000	-		-	430,000	-	-	-	430,000	-	-
	Wastewater System Security Implementation	-	150,000	150,000	150,000	150,000	150,000	-	750,000	150,000	2	-	600,000	-	150,000	150,000	150,000	150,000	-
	Wastewater System Model Update	243,785	6,500	6,500	6,500	6,500	6,500	-	276,285	276,285	0,2	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Clarifier No. 3 Rehabilitation	-	-	400,000	3,300,000	-	-	-	3,700,000	400,000	2	-	3,300,000	-	-	3,300,000	-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Primary Treatment Area Expansion	-	400,000	3,300,000	-	-	-	-	3,700,000	400,000	2	-	3,300,000	-	3,300,000	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-		11,800,000	-	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-		-	13,000,000	-	-	-	-	-	13,000,000
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-		-	1,000,000	-	-	-	-	-	1,000,000
	Wellington Interceptor Improvements	-	-	-	390,000	-	-	-	390,000	-		-	390,000	-	-	390,000	-	-	-
	Windsor Park Sanitary Sewer System Rehabilitation	-	-	1,040,000	-	-	-	-	1,040,000	-		-	1,040,000	-	1,040,000	-	-	-	-
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	Yucca Lift Station Auxiliary Power	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 27,738,285	\$ 4,176,500	\$ 8,991,500	\$ 7,736,500	\$ 7,536,500	\$ 406,500	\$ 19,405,000	\$ 75,990,785	\$ 13,525,785		\$ 19,900,000	\$ 42,565,000	\$ 2,155,000	\$ 6,860,000	\$ 7,655,000	\$ 6,530,000	\$ 400,000	\$ 18,965,000
OLD	GRAND TOTAL UTILITY FUND	\$ 60,414,690	\$ 16,342,000	\$ 23,768,000	\$ 19,873,000	\$ 15,153,000	\$ 2,873,000	\$ 97,860,000	\$ 236,283,690	\$ 47,890,090		\$ 35,325,000	\$153,068,600	\$ 7,743,000	\$ 17,793,500	\$ 15,947,100	\$ 14,090,000	\$ 2,710,000	\$ 94,785,000
NEW	GRAND TOTAL UTILITY FUND	\$ 63,614,690	\$ 18,347,000	\$ 23,768,000	\$ 19,873,000	\$ 15,153,000	\$ 2,873,000	\$ 97,860,000	\$ 241,488,690	\$ 49,895,090		\$ 38,525,000	\$153,068,600	\$ 7,743,000	\$ 17,793,500	\$ 15,947,100	\$ 14,090,000	\$ 2,710,000	\$ 94,785,000

*General Obligation Bonds
** Project Includes ADA Improvements

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



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

DATE: August 21, 2023
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of Buy Board Contract No. 701-23 for DCC, Inc. to provide Swimming Pool Chemicals for Parks and Recreation aquatic facilities in the estimated annual amount of \$27,000.**

BACKGROUND: In order to maintain water chemistry that is in line with legal requirements for pools and aquatic facilities, and to provide safe aquatic facilities to users, the Parks and Recreation Department is requesting council approval to utilize Buy Board contract No. 701-23 to purchase swimming pool chemicals from DCC, Inc. The Town currently purchases chemicals through DCC for the Community Activity Center pools and the Heritage Spring Splashpad at Heritage Park. DCC will also supply the chemicals at the Canyon Falls Park splashpad once it is open for public use. The Town has been purchasing chemicals from DCC since 2008.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$27,000 per year

Proposed Expenditure/(Revenue)

\$22,000

\$5,000

Account Number(s):

100-630-34440-2140

100-630-33000-2140

LEGAL REVIEW: N/A

ATTACHMENTS:

1. BuyBoard Contract No. 701-23
2. BuyBoard Contract No. 701-23 - Executed Contract

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



Vendor Contract Information Summary

Vendor	DCC, Inc.
Contact	Samantha Flowers
Phone	972-224-1669
Email	dccsales@dcc-pools.com
Vendor Website	www.dcc-pools.com
TIN	75-1481408
Address Line 1	2929 Storey Ln.
Vendor City	Dallas
Vendor Zip	75220
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	8, 9, 10, 11, 12
States	All States
Contract Name	Swimming Pool Chemicals, Supplies, and Equipment
Contract No.	701-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes
Quote Reference Number	Buyboard Contract 701-23
Return Policy	20% Restocking on Parts or Supplies after 30 Days / No Return on Chemicals once delivery of product has been accepted by the customer

7/17/2023 5:35 PM



April 17, 2023

Sent Via Email: ddean@dxgroup.com

Doug Dean
DCC, Inc.
2929 Storey Lane
Dallas, TX 75220

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 701-23, Swimming Pool Chemicals, Supplies, and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023 through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

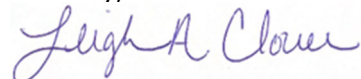
To review the items your company has been awarded, please review Proposal Tabulation No. 701-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,



Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Swimming Pool
Chemicals, Supplies and Equipment

Proposal Due Date/Opening Date and Time:
December 15, 2022, at 4:00 PM

Proposal Invitation Number: 701-23

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: June 1, 2023, through May 31,
2024, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

DCC

Name of Proposing Company

12-5-2022

Date

2929 Storey Lane

Street Address

Doug Dean

Signature of Authorized Company Official

Dallas TX 75220

City, State, Zip

Doug Dean

Printed Name of Authorized Company Official

972-224-1669

Telephone Number of Authorized Company Official

Territory Manager

Position or Title of Authorized Company Official

214-352-1049

Fax Number of Authorized Company Official

75-1481408

Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: DD



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: DD



RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>DCC</u>	<u>2929 Storey Lane</u>	
Company Name	Address	
<u>Dallas</u>	<u>TX</u>	<u>75220</u>
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

Initial: DD



NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: DD



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- | | |
|---|--|
| ☐ Minority Owned Business | ☐ Women Owned Business |
| ☐ Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) | |

Certification Number: _____

Name of Certifying Agency: _____

- ☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: D



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: DD



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

BuyBoard accepted deviations

- ☐ **No;** Deviations
☒ **Yes;** Deviations

List and fully explain any deviations you are submitting:

Chemical Containment Tanks - Freight may be quoted separate pending size and destination. Standard Rates to apply - FOB Shipping

DCC may offer additional discounts on Sodium Hypochlorite when purchased in mini bulk quantities in excess of 300 gallons.

DCC may offer additional discounts off posted chemical pricing with contract for Water Treatment/ Swimming Pool Chemicals

Initial: DD



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: DD



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: DD



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒

NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐

YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: DD



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.



YES, I agree.



NO, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.



YES, I agree.



NO, I do not agree.

Initial: DD



3. Equal Employment Opportunity:

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

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



YES, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.



YES, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



YES, I agree.

☐ **NO**, I do not agree.

Initial: DD



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – 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 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: DD



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☐ **YES**, I agree.

☒ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: DD



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

DCC

Company Name

Doug Dean

Signature of Authorized Company Official

Doug Dean - Territory Manager

Printed Name and Title

12-5-2022

Date



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: DPC Industries Inc, Petra Chemical Acquisition Co., LLC dba DCC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable): TX

Federal Employer Identification Number: 75-1481408
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

DCC

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.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DPC INDUSTRIES, INC	
	2 Business name/disregarded entity name, if different from above PETRA CHEMICAL ACQUISITION COMPANY, LLC dba DCC (03-05847110)(Single-member LLC, Disregarded Entity)	
	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. 300 JACKSON HILL ST	Requester's name and address (optional)
	6 City, state, and ZIP code HOUSTON, TX 77007	
	7 List account number(s) here (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									
7	5		-	1	4	8	1	4	0 8

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 ► <i>Bus</i>	Date ► <i>12-6-22</i>
-----------	---------------------------------------	-----------------------

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 might be subject to backup withholding. See What is backup withholding, later.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 104,220.00. (The period of the 12-month period is 12-01-2021 / 12-1-2022). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other			

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 10

Proposed Discount (%): 10

Explanation: _____



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Hurst / Kristie Weaver	/817-788-7220	kweaver@hursttx.gov	/10%	\$39,289.00	
2.	City of Grand Prairie/Jeremy Thomas	/817-237-4170	jthomas@gptx.org	/10%	\$3,750.00	
3.	City of Rowlett/Kelly Alban	/972-412-6170	kalban@rowlett.com	/10%	\$16,559.00	
4.	City of Keller/Michael Queen	/817-743-4386	mqueen@cityofkeller.com	/10%	\$22,556.00	
5.	UTA-Arlington/Phillip Bivens	/817-272-3193	pbivens@uta.edu	/10%	\$16,540.00	

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

DCC may offer additional discounts off posted chemical pricing with contract for Water Treatment or Swimming Pool Chemicals / Additional discounts may be offered for purchase and delivery of Bulk Chemicals

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

DCC Your Single-Source Provider of Water Treatment Chemicals

DCC is a single-source provider of water treatment chemicals, including mini bulk delivery of Sodium Hypochlorite, support chemicals, products, parts, supplies and maintenance. DCC specializes in meeting the water treatment needs of commercial indoor and outdoor aquatics facilities, municipal water treatment plants, fountains & spas in North Texas. DCC services many of the following ...

- Water Parks
- Municipal Parks & Recreation
- School Districts
- Universities
- Homeowners Associations
- Universities
- Hospitals
- Country Clubs
- Fountains
- Private & Public Water Treatment Systems

DCC also staffs a Service Department to maintain your facilities requirements, including renovations such as Re-Plaster / Tile / Coping / Deck Resurfacing.

DCC

2929 Storey Lane, Dallas TX 75220

(972)-224-1669

www.dcc-pools.com

dccsales@dcc-pools.com

TEXAS REGIONAL SERVICE DESIGNATION

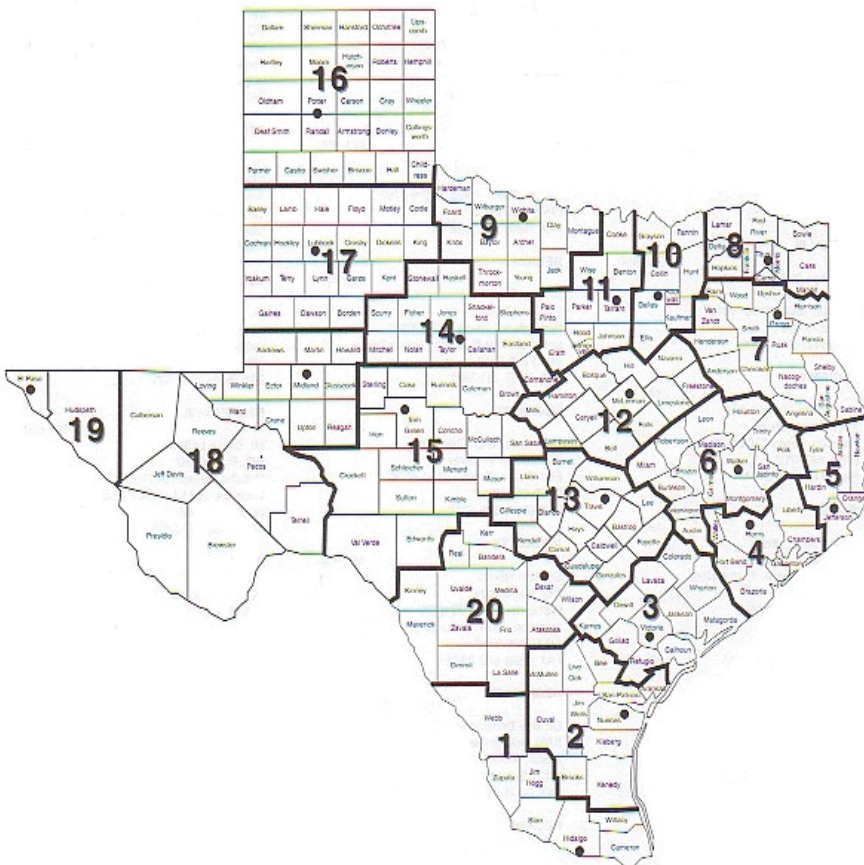
This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers

Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio





STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana

Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

NA

Name of Vendor

Proposal Invitation Number

Signature of Authorized Company Official

Printed Name of Authorized Company Official

Date



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract.

If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

NA

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

DCC has been in operation for 18 years. The company is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

DCC has a complete staff of administrative, sales and service trained in the area of Water Treatment Chemicals, Swimming Pool Chemicals and Equipment

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

Referrals, Web Based Marketing, Link Building



4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

No officers or shareholders been a debtor party to any bankruptcy, ect. DCC has performed all of its contracts during operation. Have the capacity to bond individual contracts and carries applicable insurance requirements, accord of insurance coverage available upon request

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

NO

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

NONE

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

NONE



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____ NA

Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

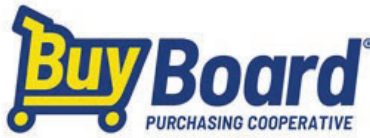
PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☒ Reviewed/Completed: **Proposal Acknowledgements**
- ☒ Reviewed/Completed: **Felony Conviction Disclosure**
- ☒ Reviewed/Completed: **Resident/Nonresident Certification**
- ☒ Reviewed/Completed: **Debarment Certification**
- ☒ Reviewed/Completed: **Vendor Employment Certification**
- ☒ Reviewed/Completed: **No Boycott Verification**
- ☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Reviewed/Completed: **Historically Underutilized Business Certification**
- ☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- ☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- ☒ Reviewed/Completed: **Deviation and Compliance**
- ☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
- ☒ Reviewed/Completed: **Confidential/Proprietary Information**
- ☒ Reviewed/Completed: **EDGAR Vendor Certification**
- ☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ Reviewed/Completed: **Vendor Business Name**
- ☒ Reviewed/Completed: **Vendor Contact Information** *(complete in electronic proposal submission system)*
- ☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Reviewed/Completed: **Governmental References**
- ☒ Reviewed/Completed: **Company Profile**
- ☒ Reviewed/Completed: **Texas Regional Service Designation** *(complete in electronic proposal submission system)*
- ☒ Reviewed/Completed: **State Service Designation** *(complete in electronic proposal submission system)*
- NA ☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
- NA ☐ Reviewed/Completed: **Local/Authorized Seller Listings**
- NA ☐ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
- NA ☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

- ☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Section I: Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Swimming Pool Chemicals.**
2. Discount (%) off catalog/pricelist for **Swimming Pool Chemical Feed Systems.**
3. Discount (%) off catalog/pricelist for **Swimming Pool Mechanical Equipment** (Pumps, Motors, Filters, and related items).
4. Discount (%) off catalog/pricelist for **Swimming Pool Water Testing Products.**
5. Discount (%) off catalog/pricelist for **Swimming Pool Automatic Cleaning Equipment** (Vacuums and related items).
6. Discount (%) off catalog/pricelist for **Swimming Pool Underwater Lights and Electrical Accessories.**
7. Discount (%) off catalog/pricelist for **Swimming Pool Main Drains, Fittings, and Skimmers.**
8. Discount (%) off catalog/pricelist for **Swimming Pool Coatings and Compounds.**
9. Discount (%) off catalog/pricelist for **Swimming Pool Covers and Storage Reels.**
10. Discount (%) off catalog/pricelist for **Swimming Pool Furniture and Supplies.**
11. Discount (%) off catalog/pricelist for **Swimming Pool Ladders, Rails, Slides, and Diving Boards.**
12. Discount (%) off catalog/pricelist for **Swimming Life Jackets.**
13. Discount (%) off catalog/pricelist for **Swimming Pool Repair Parts.**
14. Discount (%) off catalog/pricelist for **All Other Related Swimming Pool Products.**
15. Discount (%) off catalog/pricelist for **Maintenance Services** (vendor shall submit a maintenance rate/price sheet for monthly, quarterly, and/or yearly service) **of Swimming Pool Equipment, Products, and Supplies.**

Section II: Installation and Repair Service

16. **Hourly Labor Rate for Installation/Repair Service of Swimming Pool Water Treatment Chemicals, Supplies, and Equipment** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
17. **Hourly Labor Rate for Installation/Repair of Swimming Pool Coatings and Compounds** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

DCC, Inc Information

Contact: Doug Dean
Address: 2929 Storey Lane
Dallas, TX 75220
Phone: (972) 224-1669
Fax: (972) 224-1758
Toll Free: (800) 383-0507
Email: ddean@dcc-pools.com
Web Address: www.dcc-pools.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Doug Dean

Signature

ddean@dxgroup.com

Email

Submitted at 12/13/2022 10:13:31 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 701-23 Swimming Pool Chemicals, Buyboard Proposal 701-23 DCC.pdf Supplies and Equipment

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

DCC Buyboard Stock Price List Contract 701-23.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate No response Proposed

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

DCC Description - Vendor Splash 2022.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

DCC W9 2022.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Response Attachments

DCC Hayward CAT Controller Price List.pdf

DCC Hayward CAT price List -Chemical Feed Systems / Alternate

Bid Attributes

1 Federal Identification Number

Federal Identification Number

75-1481408

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

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

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7	Women Owned Business Women Owned Business ☐ <i>Women Owned Business (Yes)</i>
8	Service-Disabled Veteran Owned Business Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ <i>Service-Disabled Veteran Owned Business (Yes)</i>
9	Certification Number Certification Number No response
10	Name of Certifying Agency Certifying Agency No response
11	Non-MWBE/HUB My company has NOT been certified as a MWBE/HUB ☒ Non-HUB (Yes)
12	Vendor General Contact Information Proposal/Contract General Contact Information
13	Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name Doug Dean
14	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address ddean@dxgroup.com
15	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 2929 Storey Lane
16	Vendor Proposal/Contract Mailing Address - City Vendor Proposal/Contract Mailing Address - City Dallas
17	Vendor Proposal/Contract Mailing Address - State Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) TX
18	Vendor Proposal/Contract Mailing Address - Zip Code Vendor Proposal/Contract Mailing Address - Zip Code 75220

1 9	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 972-224-1669
2 0	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number No response
2 1	Company Website Company Website (www.XXXXX.com) www.dcc-pools.com
2 2	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: I will use the internet to receive Purchase Orders at the following address Yes
2 3	Purchase Order E-mail Address Purchase Order E-mail Address dccsales@dcc-pools.com
2 4	Purchase Order Contact Name Purchase Order Contact Name Samantha Flowers
2 5	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) 972-224-1669
2 6	Purchase Order Contact Extension Number Purchase Order Contact Extension Number No response
2 7	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address ddean@dxgroup.com
2 8	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name Doug Dean

29	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) 972-815-9415
30	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number No response
31	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. No
32	Request for Quotes (â€œRFQâ€œ) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
33	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address dccsales@dcc-pools.com
34	Request for Quote (RFQ) Contact Name Request for Quote (RFQ) Contact Name Samantha Flowers
35	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 972-224-1669
36	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number No response
37	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address ddean@dxgroup.com
38	Alternate Request for Quote (RFQ) Contact Name Alternate Request for Quote (RFQ) Contact Name Doug Dean

39	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 9722241669
40	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number No response
41	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.
42	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> Service fee invoices and notices direct to company
43	Invoice Company Name Invoice Company Name DCC
44	Invoice Company Department Name Invoice Company Department Name Accounts Payable
45	Invoice Contact Name Invoice Contact Name Samantha Flowers
46	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 2929 Storey Lane
47	Invoice Mailing Address - City Invoice Mailing Address - City Dallas

48	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) TX
49	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 75220
50	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 972-224-1669
51	Invoice Contact Extension Number Invoice Contact Extension Number No response
52	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) 214-352-1049
53	Invoice Contact E-mail Address Invoice Contact E-mail accountspayable@dcc-pools.com
54	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address dccsales@dcc-pools.com
55	Billing Agent Company Name Billing Agent Company Name No response
56	Billing Agent Department Name Billing Agent Department Name No response
57	Billing Agent Contact Name Billing Agent Contact Name No response
58	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) No response
59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City No response

60	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) No response
61	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code No response
62	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) No response
63	Billing Agent Contact Extension Number Billing Agent Contact Extension Number No response
64	Billing Agent Fax Number Billing Agent Fax Number No response
65	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address No response
66	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address No response
67	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Company Truck
68	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> Net 30
69	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number Buyboard Contract 701-23
70	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. 20% Restocking on Parts or Supplies after 30 Days / No Return on Chemicals once delivery of product has been accepted by the customer

7 1	Electronic Payments Are electronic payments acceptable to your company? Yes
7 2	Credit Card Payments Are credit card payments acceptable to your company? Yes
7 3	Texas Regional Service Designation Texas Regional Service Designation - Refer to Form in Proposal Invitation The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i> Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
7 4	Company Name Company Name DCC
7 5	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. Select Regions
7 6	Region 1 Region 1 - Edinburg ☐ <i>Region 1 (1)</i>
7 7	Region 2 Region 2 - Corpus Christi ☐ <i>Region 2 (2)</i>
7 8	Region 3 Region 3 - Victoria ☐ <i>Region 3 (3)</i>
7 9	Region 4 Region 4 - Houston ☐ <i>Region 4 (4)</i>
8 0	Region 5 Region 5 - Beaumont ☐ <i>Region 5 (5)</i>

8 1	Region 6 Region 6 - Huntsville ☐ <i>Region 6 (6)</i>
8 2	Region 7 Region 7 - Kilgore ☐ <i>Region 7 (7)</i>
8 3	Region 8 Region 8 - Mount Pleasant ☒ <i>Region 8 (8)</i>
8 4	Region 9 Region 9 - Wichita Falls ☒ <i>Region 9 (9)</i>
8 5	Region 10 Region 10 - Richardson ☒ <i>Region 10 (10)</i>
8 6	Region 11 Region 11 - Fort Worth ☒ <i>Region 11 (11)</i>
8 7	Region 12 Region 12 - Waco ☒ <i>Region 12 (12)</i>
8 8	Region 13 Region 13 - Austin ☐ <i>Region 13 (13)</i>
8 9	Region 14 Region 14 - Abilene ☐ <i>Region 14 (14)</i>
9 0	Region 15 Region 15 - San Angelo ☐ <i>Region 15 (15)</i>
9 1	Region 16 Region 16 - Amarillo ☐ <i>Region 16 (16)</i>
9 2	Region 17 Region 17 - Lubbock ☐ <i>Region 17 (17)</i>

9 3	Region 18 Region 18 - Midland ☐ <i>Region 18 (18)</i>
9 4	Region 19 Region 19 - El Paso ☐ <i>Region 19 (19)</i>
9 5	Region 20 Region 20 - San Antonio ☐ <i>Region 20 (20)</i>
9 6	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
9 7	Company Name Company Name DCC
9 8	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. I will not serve all states in the United States
9 9	Alabama Alabama ☐ <i>Alabama (AL)</i>
1 0 0	Alaska Alaska ☐ <i>Alaska (AK)</i>
1 0 1	Arizona Arizona ☐ <i>Arizona (AZ)</i>

102	Arkansas Arkansas ☐ <i>Arkansas (AR)</i>
103	California California (Public Contract Code 20118 & 20652) ☐ <i>California (CA)</i>
104	Colorado Colorado ☐ <i>Colorado (CO)</i>
105	Connecticut Connecticut ☐ <i>Connecticut (CT)</i>
106	Delaware Delaware ☐ <i>Delaware (DE)</i>
107	District of Columbia District of Columbia ☐ <i>District of Columbia (DC)</i>
108	Florida Florida ☐ <i>Florida (FL)</i>
109	Georgia Georgia ☐ <i>Georgia (GA)</i>
110	Hawaii Hawaii ☐ <i>Hawaii (HI)</i>
111	Idaho Idaho ☐ <i>Idaho (ID)</i>
112	Illinois Illinois ☐ <i>Illinois (IL)</i>
113	Indiana Indiana ☐ <i>Indiana (IN)</i>

1 1 4	Iowa Iowa ☐ <i>Iowa (IA)</i>
1 1 5	Kansas Kansas ☐ <i>Kansas (KS)</i>
1 1 6	Kentucky Kentucky ☐ <i>Kentucky (KY)</i>
1 1 7	Louisiana Louisiana ☐ <i>Louisiana (LA)</i>
1 1 8	Maine Maine ☐ <i>Maine (ME)</i>
1 1 9	Maryland Maryland ☐ <i>Maryland (MD)</i>
1 2 0	Massachusetts Massachusetts ☐ <i>Massachusetts (MA)</i>
1 2 1	Michigan Michigan ☐ <i>Michigan (MI)</i>
1 2 2	Minnesota Minnesota ☐ <i>Minnesota (MN)</i>
1 2 3	Mississippi Mississippi ☐ <i>Mississippi (MS)</i>
1 2 4	Missouri Missouri ☐ <i>Missouri (MO)</i>
1 2 5	Montana Montana ☐ <i>Montana (MT)</i>

1 2 6	Nebraska Nebraska ☐ <i>Nebraska (NE)</i>
1 2 7	Nevada Nevada ☐ <i>Nevada (NV)</i>
1 2 8	New Hampshire New Hampshire ☐ <i>New Hampshire (NH)</i>
1 2 9	New Jersey New Jersey ☐ <i>New Jersey (NJ)</i>
1 3 0	New Mexico New Mexico ☐ <i>New Mexico (NM)</i>
1 3 1	New York New York ☐ <i>New York (NY)</i>
1 3 2	North Carolina North Carolina ☐ <i>North Carolina (NC)</i>
1 3 3	North Dakota North Dakota ☐ <i>North Dakota (ND)</i>
1 3 4	Ohio Ohio ☐ <i>Ohio (OH)</i>
1 3 5	Oklahoma Oklahoma ☐ <i>Oklahoma (OK)</i>
1 3 6	Oregon Oregon ☐ <i>Oregon (OR)</i>
1 3 7	Pennsylvania Pennsylvania ☐ <i>Pennsylvania (PA)</i>

1 3 8	Rhode Island Rhode Island ☐ <i>Rhode Island (RI)</i>
1 3 9	South Carolina South Carolina ☐ <i>South Carolina (SC)</i>
1 4 0	South Dakota South Dakota ☐ <i>South Dakota (SD)</i>
1 4 1	Tennessee Tennessee ☐ <i>Tennessee (TN)</i>
1 4 2	Texas Texas ☒ <i>Texas (TX)</i>
1 4 3	Utah Utah ☐ <i>Utah (UT)</i>
1 4 4	Vermont Vermont ☐ <i>Vermont (VT)</i>
1 4 5	Virginia Virginia ☐ <i>Virginia (VA)</i>
1 4 6	Washington Washington ☐ <i>Washington (WA)</i>
1 4 7	West Virginia West Virginia ☐ <i>West Virginia (WV)</i>
1 4 8	Wisconsin Wisconsin ☐ <i>Wisconsin (WI)</i>
1 4 9	Wyoming Wyoming ☐ <i>Wyoming (WY)</i>

Bid Lines

1 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Chemicals**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Chemical Feed Systems**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 30%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

DCC Hayward/CAT Price List 30%

Alternate 1

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for Swimming Pool Chemical Feed Systems. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 30%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

DCC - Stock Price List 10%

3 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Mechanical Equipment** (Pumps, Motors, Filters, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

4 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Water Testing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Automatic Cleaning Equipment** (Vacuums and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Underwater Lights and Electrical Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

7 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Main Drains, Fittings, and Skimmers**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Coatings and Compounds**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

9 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Covers and Storage Reels**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Furniture and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
1

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Ladders, Rails, Slides, and Diving Boards**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
2

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Life Jackets**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Swimming Pool Repair Parts**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other Related Swimming Pool Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
5**Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Maintenance Services** (vendor shall submit a maintenance rate/price sheet for monthly, quarterly, and/or yearly service) of **Swimming Pool Equipment, Products, and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
6**Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Swimming Pool Water Treatment Chemicals, Supplies, and Equipment - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$90.00 Total: \$90.00

1
7**Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Swimming Pool Coatings and Compounds - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$90.00 Total: \$90.00

Response Total: \$180.00



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

DATE: August 21, 2023
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of a Service Agreement for Demand Response Transit Service with SPAN, Inc., in an amount not-to-exceed \$32,800.00, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This item is to enter into a Service Agreement for Demand Response Transit Service with SPAN, Inc., (SPAN) to provide transportation for Town citizens who are age 65 or older and/or Town citizens with verifiable disabilities that prevent them from driving. Eligible riders will be taken anywhere in the service area (Flower Mound, Lewisville, Denton and Highland Village) at a cost to the Eligible Riders of \$3.00 per one-way ride for the limited purposes of medical treatments, doctor and dentist appointments, shopping for necessities, travel to and from places of employment, support programs for adults with special needs, and participation in the Town's Seniors In Motion senior citizen program.

Town representatives met with Max Calder, Director of Operations, and Michelle McMahon, Executive Director, in June and July to discuss the upcoming contract renewal period and the \$5310 (Enhanced Mobility for Seniors and People with Disabilities) grant funding. Staff discussed various items including trip purposes, grants, rates, cost to the rider, and service areas. Outside of the new one-way trip rate, there are no changes proposed in the contract for FY23-24.

The new one-way rate breakdown for FY24 is listed below, which is a decrease from the previous year.

Breakdown of the one-way trip rate:

Overall Rate:	\$48.41 per one-way trip
Less Maintenance Expense Rate:	(\$4.93) per one-way trip
Less Passenger Fares:	(\$3.00) per one-way trip
Less 5307 Urban Match:	(\$20.24) per one-way trip
Operations Rate charged to the Town:	\$20.24 per one-way trip

Ridership has steadily increased over the last couple of years and is now averaging 215 one-way trips per month this fiscal year. Through June 2023, SPAN has provided 1,936 one-way rides to over 40 different residents. If the Town averaged the same number of one-way trips per month next fiscal year, the total number of annual trips would equal 2,581 trips. Utilizing the rate of \$20.24 (Town's portion), the annual cost would equal \$52,239.44 which is more than the \$32,800.00 not-to-exceed amount. However, the \$5310 grant will provide additional funding in the amount of \$35,004.00 over the fiscal year. These funds will allow SPAN to provide for an additional 144 one-way rides per month with funding being pulled directly from the grant program. Grant funds will be used first to pay for the one-way rides until exhausted.

BOARD REVIEW/CITIZEN FEEDBACK: SPAN annually surveys the ridership and many respondents indicated they were satisfied with the service and pointed to punctuality, ease of use, courteous staff and the lower passenger fare. SPAN does inform riders that their trips to the doctor or dentist's office, hospital, drug store, or other locations may qualify as a Medicaid eligible trip. Medicaid eligible trips are fully reimbursed by the federal government and are not charged to the rider or the Town.

ALTERNATIVES: At this time, there are no other transportation options available to the Town. The proposed SPAN contract does have a 30-day termination clause that could be used if a more viable option becomes available during the contract period.

FISCAL IMPACT: \$32,800.00

Proposed Expenditure/(Revenue)

\$32,800.00

Account Number(s):

361-723-97820-5110

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

ATTACHMENTS:

1. SPAN Transportation Contract with Exhibits
2. SPAN Budget Report
3. Independent Audit of SPAN's Financial Report for FY 2022

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

STATE OF TEXAS §
COUNTY OF DENTON §

SERVICE AGREEMENT FOR DEMAND RESPONSE TRANSIT SERVICE

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between Town of Flower Mound, Texas ("TOWN"), acting by and through its duly authorized Mayor and Span, Inc., ("SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director. The TOWN or SPAN may hereinafter be referred to individually as a "Party" or collectively as "Parties."

RECITALS:

- WHEREAS,** SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and
- WHEREAS,** the TOWN is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and
- WHEREAS,** the TOWN recognizes that it needs transportation alternatives for its elderly, and disabled citizens to seek routine medical care and to deal with daily routine matters, and the TOWN desires to assist and provide public transportation to said citizens; and
- WHEREAS,** TOWN desires to engage SPAN as an independent contractor, and not as a joint venture, partnership, or employee, to provide the transportation services described herein; and
- WHEREAS,** SPAN is authorized as a non-profit corporation, authorized under the Texas Transportation Code to provide this type of transportation to municipalities found in whole or in part within Denton County, Texas; and
- WHEREAS,** SPAN desires to provide transportability services for TOWN on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, In exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree to as follows:

Article I

Term

1.01. This Agreement shall commence on October 1, 2023 ("Effective Date") and continue until September 30, 2024.

1.02. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of termination, SPAN shall be entitled to receive compensation for services completed in accordance with this Agreement prior to termination.

Article II

Service

2.01. In accordance with this Agreement, SPAN shall provide door-to-door demand response transit services to the TOWN's residents who are sixty-five (65) years or older and persons with documented disabilities (hereafter referred to collectively as "Riders").

2.02. Riders in the TOWN are taken anywhere in the Demand Response Transit Service Area. (Cities include TOWN, Lewisville, Highland Village and Denton.)

2.03. Riders in TOWN are taken anywhere in the Demand Response Transit Service area at a cost to the Riders of \$3.00 per one-way ride for the limited purposes of medical treatments, doctor's and dentist's appointments, shopping for necessities, travel to and from places of employment, to support programs for persons with special needs, and participation in the TOWN'S Seniors In Motion senior citizen program.

2.04. SPAN shall provide door-to-door Demand Response Transit Services to TOWN citizens who are Eligible Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy").

2.05. Riders may call at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off. Riders may schedule a ride by calling SPAN'S Transportation Office at 940-382-1900, weekdays between the hours of 8:00 a.m. and 2:00 p.m.

2.06. Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Saturday, Sunday, major holidays and subject to capacity, constraints, and availability.

Article III

Schedule of Work

3.01. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the Riders. SPAN shall further establish, operate, and maintain an accounting system for this

program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.

3.02. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a Rider, based on the information provided. If SPAN determines that a Rider cannot safely be transported, SPAN shall decline transportation and shall provide documentation as to the reason why service was declined.

3.03. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the Riders by SPAN under this Agreement. In addition, SPAN shall provide monthly ridership information to the TOWN appointed designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.

3.04. SPAN will inform riders that their trips to the doctor or dentist's office, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services to schedule free transportation through Medicaid by calling toll free 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP, Monday through Friday between 8:00 a.m. and 5:00 p.m., at least two days before their appointment or trip.

3.05. The services provided under this Agreement may be, in part, eligible for reimbursement from the Community Development Block Grant (CDBG) program. SPAN shall comply with all necessary requirements of the CDBG program as set forth in Exhibit "B." The TOWN shall assume all responsibility for CDBG submittals and required reporting, unless otherwise requested in writing to and agreed to by SPAN. SPAN shall provide all information necessary for the TOWN to comply with CDBG requirements.

3.06. The services provided under this Agreement may be, in part, eligible for funding through the Enhanced Mobility for Seniors and People with Disabilities (§5310) grant program. SPAN shall comply with all necessary requirements of the grant program. SPAN shall assume all responsibility for invoices, submittals and required reporting, unless otherwise requested in writing to TOWN.

Article IV

Compensation and Method of Payment

4.01. TOWN agrees to pay a reasonable fee for Service provided to eligible Riders under this Agreement, together with Federal grant funds under the §5310 Enhanced Mobility for Seniors and People with Disabilities Program. Such fee ("Fee") shall be a cumulative amount not to exceed Sixty Seven Thousand Eight Hundred and Four Dollars (\$67,804.00) for up to Three Thousand Three Hundred and Fifty (3,350) one-way trips. Fee shall be invoiced monthly, half to TOWN and half to North Central Texas Council of Governments (NCTCOG), at a price per one-way trip of Twenty Dollars and Twenty Four Cents (\$20.24) until the grant funds are depleted. TOWN will then be responsible for the

full payment. Riders shall pay SPAN a price per one-way trip of Three Dollars (\$3.00), to be collected by SPAN at the time of such trip.

4.02. SPAN shall produce monthly trip reports to help monitor usage and shall work with the TOWN to implement limitations as needed to ensure that funding is sufficient for the entire length of this contract. The TOWN will limit and/or suspend non-medical trip purposes as needed when funding is insufficient and will give SPAN the authority to not accept new riders for those trip purposes until appropriate funding is available.

4.03. The Fee is based on Two Hundred Seventy-Nine (279) one-way trips per month. If fewer than Two Hundred Seventy-Nine (279) one-way trips are used in any given month, the accrued trips shall continue to roll forward monthly until the end of this Agreement.

4.04. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance, or provider.

4.05. If an otherwise eligible Rider contacts SPAN for service and the Rider's trip does not qualify for payment by the TOWN under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to such Rider in the Service Area at the total cost of Twenty Dollars and Twenty Four Cents (\$20.24) per one-way trip, which is to be collected by SPAN at the time of such trip.

Article V

Devotion of Time, Personnel, and Equipment

5.01. SPAN shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should TOWN require additional services not included under this Agreement, SPAN shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with SPAN's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.02. To the extent reasonably necessary for SPAN to perform the services under this Agreement, SPAN shall be authorized to engage the services of any agents, assistants, persons, or corporations that SPAN may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid SPAN hereunder and shall not otherwise be reimbursed by TOWN unless otherwise agreed to in writing.

5.03. The TOWN shall not be required to furnish any facilities, equipment, or

personnel necessary to perform the services required under this Agreement unless otherwise provided herein. The Services provided under this Agreement are based on availability.

5.04. SPAN reserves the right to suspend or terminate Riders who violate SPAN's policies and procedures.

Article VI Miscellaneous

6.01. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.02. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

6.03. Successor and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.04. Mediation. In the event of any dispute regarding this Agreement or the terms contained herein, the Parties hereto agree that they shall submit such dispute to non-binding mediation, prior to any litigation being filed.

6.05. Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.06. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.07. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.08. Independent Contractor. It is understood and agreed by and between the Parties that SPAN, in satisfying the conditions of this Agreement, is acting independently. All services to be performed by SPAN pursuant to this Agreement shall be for the TOWN as an independent contractor, and not as an agent or employee of TOWN. SPAN shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing contained herein shall constitute or provide for as a waiver of the TOWN's immunity under state or federal

law.

6.09. Notice. Any notice required or permitted to be delivered hereunder may be sent by electronic mail, first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for TOWN:

Chuck Jennings
Director of Parks and Recreation
2121 Cross Timbers Road
Flower Mound, Texas 75028
972.874.6273

If intended for SPAN:

Michelle McMahon
Executive Director
Span, Inc.
1800 Malone Street
Denton, Texas 76201
940.382.2224— Office

6.10. Insurance.

(a) SPAN shall during the term hereof maintain in full force and effect the following insurance:

(1) a comprehensive commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to SPAN' s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage with an aggregate of \$2,000,000.00.

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by SPAN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$5,000,000.00 combined single limit and aggregate for bodily injury and property damage.

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of SPAN' s employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) provide TOWN, its officers, and employees with indemnification under all applicable coverage with the exception of Workers Compensation Insurance;

(2) name TOWN, and its officials, officers, and employees, as additional insureds;

(3) provide for at least thirty (30) days prior written notice to TOWN for cancellation of the insurance;

(4) provide for a waiver of subrogation against TOWN for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. SPAN shall provide written notice to TOWN of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by TOWN.

6.11. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN. It is expressly understood that the TOWN assumes no operational supervision, control or oversight to the services provided under this Agreement. TOWN does not have any ownership or beneficial interest in the business; and does not share any profits or losses generated from the business.

6.12. Indemnification. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF SPAN PURSUANT TO THIS AGREEMENT. SPAN HEREBY WAIVES ALL CLAIMS AGAINST TOWN, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "TOWN") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TOWN OR BREACH OF TOWN'S OBLIGATIONS HEREUNDER. SPAN AGREES TO INDEMNIFY AND SAVE HARMLESS TOWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY SPAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF SPAN, ITS OFFICERS, DIRECTORS,

SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF TOWN, IN WHOLE OR IN PART, IN WHICH CASE SPAN SHALL INDEMNIFY TOWN ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO SPAN AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). SPAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SPAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13. Subject to the requirements of the Texas Public Information Act or as required by Court order, both Parties agree to endeavor to take all reasonable measures to keep in confidence the confidential data and information of any Party that another Party may know or access during performance of this Agreement ("Confidential Information"), and shall not disclose, make available or assign such Confidential Information to any third Party without the prior written consent of the Party providing the information except as required by the Texas Public Information Act or Court order.

6.14. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

6.15. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

EXECUTED this _____ day of _____,2023

FLOWER MOUND, TEXAS

By: _____
Derek France, Mayor

EXECUTED this _____ day of _____,2023

SPAN, INC

By: _____
Michelle McMahon, Executive Director



SPAN, INC. TRANSPORTATION POLICY AND PROCEDURES

FLOWER MOUND

Adopted by Span, Inc.'s Board of Directors on March 30, 2022

TABLE OF CONTENTS

Introduction	3
Description of Services	3
Definitions	4
Service Hours	5
Application Process	6
Disability Certification	7
How to Schedule a Trip	9
Inclement Weather	10
Span Town of Flower Mound Fares	10
Aides, Companions, and Animals	11
Cancellations, Wait Time, No-Show, Late Cancellation, and Penalties	12
Mobility Devices	14
Seatbelts and Restraints	14
Carry-On Items	14
Rider Courtesy and Conduct	15
Termination of Services	15
Grievance and Appeal Procedures	16
Customer Complaints	16
Title VI	18
Customer Complaint/Comment Form	19

INTRODUCTION

Span, Inc. is a private, non-profit that has been serving the residents of Denton County since 1974. Our mission is “to enable people to live as fully and independently as possible by providing nutrition, transportation and social services to older people, people with disabilities, veterans, and the public.” Our vision is “to eradicate senior hunger and to eliminate gaps in transportation in Denton County.”

It is the policy of Span, Inc. that no person shall on the grounds of race, religion, color, national origin, sexual orientation, gender identity or orientation, physical or mental ability, age, or income status be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination or retaliation under any program or activity administered by Span.

Span reserves the right to modify, make additions to, and/or eliminate portions of these policies and procedures at any time. Updated versions of this document will be posted on Span, Inc.’s website, www.span-transit.org.

DESCRIPTION OF SERVICES

Span provides door-to-door, demand response, shared-ride transportation services to individuals residing within Span’s service area, traveling to and from areas within our service area. **In the Town of Flower Mound, service is provided to seniors (aged sixty five[65] or older – verification of age may be required) and/or to people with disabilities (verification of disability may be required), residing in the Town of Flower Mound traveling to locations in Flower Mound, Lewisville, and Highland Village.** [See *Disability Certification* section for more information.

If traveling for other reasons or to other areas, riders may qualify under our Denton County General policies. Span will also assist clients, when possible, who are traveling to destinations outside of Denton County by coordinating with other transportation providers, such as DART (Dallas Area Rapid Transit) and Trinity Metro. Out-of-county trips may require transfer to another bus or to rail service.

Span uses wheelchair-accessible vehicles to transport clients. Our drivers are available to provide limited assistance upon request. ***Our drivers are not trained to provide medical assistance.***

Examples of driver assistance include:

- The driver will assist passengers from the door of a residence or pick-up location to the vehicle, if needed.
- The driver will attempt to notify passengers of arrival.

- The driver will assist passengers in boarding and exiting the vehicle.
- The driver will take the passenger to the door of his/her destination.
- **The driver is the only person permitted to secure wheelchairs and other mobility devices.**

Examples of assistance our drivers will not provide include:

- Assistance getting in or out of a wheelchair.
- Assistance getting ready for the trip.
- Administering medication or oxygen.
- Assisting clients in wheelchairs going up or down stairs.
- Assisting passengers on ramps deemed unsafe.
- Assisting in carrying personal belongings or purchases.

SPAN IS NOT AN EMERGENCY TRANSPORTATION SERVICE.

SPAN, INC. POLICY DOES NOT ALLOW A DRIVER TO LOSE VISUAL CONTACT WITH THE AGENCY VEHICLE AT ANY TIME, FOR ANY REASON.

DEFINITIONS

Aide – An aide is a social services attendant or personal care assistant (PCA) who travels to assist in the needs of a passenger who, otherwise, would not be able to travel alone.

Companion – A companion is anyone, other than an aide or PCA, who travels with a disability-certified passenger.

Demand Response Service – Non-fixed route transportation service utilizing vans or buses with passengers boarding and alighting at pre-arranged times and locations within the provider's service area. Multiple riders with varying destinations may be on the vehicle at the same time.

Disability - With respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

Mobility Device – A mechanism such as a wheelchair, walker, or scooter, designed to aid passengers with mobility impairments. The mechanisms can be manually operated or powered.

Late Cancellation – If a passenger cancels their trip on the day of service but does so more than 3 hours before the pick-up time, it will be considered a late cancellation.

No-Show – A no-show occurs when a passenger fails to cancel their trip at least 3 hours before the scheduled pick-up time OR does not board the Span vehicle within 5 minutes after it arrives (within the 30-minute ready-time window).

ParaPass - Span's electronic fare pass. Funds are applied to a passenger's ParaPass card by phoning Span's main office at 940-382-2224 with a valid credit card, by mail via check or money order, or in person between the hours of 9:00 AM and 4:30 PM, Monday through Friday, at 1800 Malone Street, Denton, TX 76201.

Ready-Time Window – A 30-minute window, beginning 15 minutes before and 15 minutes after the scheduled pick-up time during which a passenger should be ready for pick-up.

Service Animals – Animals that are trained to perform tasks for people with disabilities, such as guiding people who are blind or have low vision, alerting people who are deaf, pulling wheelchairs, alerting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets.

Service Area – Span serves residents of the Town of Flower Mound. See *Description of Services* section for parameters.

Subscription Service – An ongoing standing order is entered into Span's schedule for a person traveling to the same place at the same time each week.

Wheelchair – A mobility aid belonging to any class of 3 or 4-wheeled devices, usable indoors, designed for and used by passengers with mobility impairments. The devices may be manually operated or powered.

SERVICE HOURS

Our hours of operation are 6:00 AM to 6:00 PM, Monday through Friday. Currently, there is no weekend service. Service is provided throughout the year, except the following holidays:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

APPLICATION PROCESS

To use Span, Inc. services, prospective passengers must complete and submit an application, meet the eligibility criteria, and receive approval by Span, Inc. staff. Please also review the Disability Certification information below prior to submitting an application in case that portion also applies to you and additional documents are needed as part of the application process.

Applications may be obtained in the following ways:

- Call the Span Dispatch Office at 940-382-1900.
- Visit our website to print the application to complete it by hand.
- Complete the document online on our website

Once the application is fully completed, and if not completed online, the signed original should be emailed, mailed, dropped off, or faxed to:

Email address – span@span-transit.org

Fax number – 940-383-8433

Span, Inc.
1800 Malone St.
Denton, TX 76201

Please allow a minimum of 21 days to process the application once it has been received by Span. Properly completed applications will be processed immediately upon receipt. Only completed, signed applications will be considered for review.

Once the application has been reviewed and a decision is reached, dispatch will contact the applicant via phone to notify them. If the application is approved, the dispatcher will provide instructions on how to schedule a trip. If the application was not approved, a letter will be mailed via USPS stating the reason(s).

Span reserves the right to determine on an individual basis whether Span has the capability to safely transport a passenger. In the event safety is compromised, Span may decline transportation and will document why service was declined.

It is the responsibility of the passenger to provide their updated contact information, as well as updated emergency contact information, to the Span Dispatch Office when changes occur.

DISABILITY CERTIFICATION

In the Town of Flower Mound, service is provided to people with disabilities (including some medical conditions) who meet regulatory criteria, at the Flower Mound contracted fare. In addition to the application, applicants whose contracted fare eligibility is contingent on a disability must submit a properly completed Certification Form. Both documents must be received and reviewed during the application process to qualify for the contracted fare due to disability.

A licensed physician or certified human services professional familiar with the applicant's condition must sign the Certification Form verifying the disability and the applicant's functional limitations if applying for service at the contracted fare based upon disability. It is recommended that the Certification Form and Application be submitted at the same time to prevent delay of the application review. Examples of licensed or certified human services professionals include Medical Doctor, Psychiatrist, Psychologist, Social Worker, Rehabilitation Professional, Physical/Occupational Therapist, Physician's Assistant, Registered Nurse, and Nurse Practitioner.

Once all documentation is received, Span personnel will make an evaluation and will request any additional relevant information, if necessary, about the applicant's functional limitations related to transportation. The applicant will be notified either by phone or a letter will be mailed via USPS stating the reason(s) once an eligibility determination has been made.

Notice of Eligibility Determination

An applicant who is determined to be eligible for the contracted fare due to disability will be sent documentation of eligibility via USPS to the address listed on the application. The document will include the name of the eligible individual, the phone number of the Span Dispatch Office, an expiration date for eligibility, and any conditions or limitations on the individual's eligibility including the use of a personal care attendant (PCA).

If the determination is made that an applicant is not eligible for the contracted fare due to disability, the written notification will state the specific reason(s) for the finding. Applicant may still qualify for ridership at the Denton County General fare. All applicants have the right to appeal the initial determination of eligibility (see *Grievance and Appeal Procedures*). Span employees and the Span Board of Directors strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill disability eligibility requests, when possible, and will document all attempts at reasonable accommodation.

Reapplication Process

Passengers will need to reapply every three (3) years from the date they are initially approved. Reapplication ensures Span's files are accurate and contain up-to-date information. Span will notify passengers when they are due for the reapplication process.

Accessible Materials for Blind or Low Vision Riders

Span will make reasonable accommodations to assist with the application process. If a person with vision issues calls, dispatch will assist in filling out the application and will fax it to their doctor for them.

Individuals with a vision impairment may request Accessible Materials such as large print, braille, audiotape, and electronic files usable with text-to-speech technology (known as screen reader technology). Requests for Accessibility Materials may be made to the Span Dispatch Office. The Span staff will work with individuals who request information to determine the most appropriate alternative formats.

Alternatives to Audio Communications

For individuals who are deaf or hard of hearing, or who have speech impairments, Span can provide accessible information, including "711" relay service. Visual aids may also be provided upon request. Requests can be made to the Span Dispatch Office.

Reasonable Modification

Span will make reasonable modifications in policies or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to services, subject to federal limitations. Span staff will work with riders requesting reasonable modifications and follow up on reasonable modification requests within two weeks of the request date.

To make a Reasonable Modification request, individuals must follow these guidelines:

1. Whenever feasible, requests for modifications shall be made and determined in advance of a scheduled trip before Span is expected to provide the modified service.
Modification requests should be made during the application process.
2. Individuals requesting modifications will need to describe what they need to use the service.
3. When a request for modification cannot practicably be made and determined in advance, Span personnel will make a determination as to whether the modification can be provided at the time of the request.

Drivers and other operations personnel may consult with Span management before deciding to grant or deny the request.

HOW TO SCHEDULE A TRIP

Trip Requests

Requests for service can be made from 8:00 AM until 2:00 PM, Monday through Friday, by calling 940-382-1900.

1. At the time of scheduling your reservation, you will need to provide Span with your name, phone number, the addresses of both the pick-up and drop-off locations and the pick-up and drop-off times. It is advisable to over-estimate the length of your appointment, rather than under-estimate it, as part of the determination of your needed pickup time. Please also let the dispatcher know if you will be accompanied by a personal care attendant, companion, or service animal.
2. Span does not provide pick-up service from public schools.
3. Please note that all scheduling requests can be made as early as 14 days prior or as late as one day prior (by 2:00 PM) to the date of service.
4. Same day call-ins, including unscheduled requests or will-calls for return trips, will not be accepted. Bus drivers are not permitted to make unscheduled trips or stops.

Scheduling

1. Span provides demand response service. We are a shared ride, public transportation service. As such, we will attempt to schedule your pick-up time as close to your requested time as possible, **but we are unable to guarantee requested times. This may require an earlier or later pickup, drop-off, or waiting time.**
2. You will receive a call/text from our automated service the evening prior to your ride, between 5:00 PM and 5:30 PM, informing you of your scheduled pick-up time. In addition, you will receive an "On the Way" notification via phone or text the day of your scheduled trip, approximately 20 minutes before the scheduled pick up/arrival time.
3. Due to traffic, weather, and other conditions beyond our control, ***the vehicle may arrive up to 15 minutes before or 15 minutes after your scheduled pick-up time, our 30-minute window.*** Once the bus has arrived, ***the driver will not wait more than 5 minutes*** for the scheduled passenger to board the bus.
4. Whenever possible, Span will attempt to notify passengers that the vehicle will be early or late beyond the 30-minute window, allowing passengers time to make other arrangements if the vehicle is unavoidably detained. If Span does not have a valid phone number for the passenger, we will be unable to notify the passenger of the scheduling issue. **It is the responsibility of the passenger to provide their updated contact**

information, as well as updated emergency contact information, to the Span Dispatch Office when changes occur.

5. Riders should carry any necessary medications with them in the event there is a significant delay. Riders who use oxygen should make sure they have an adequate supply. Riders who are diabetic or hypoglycemic should bring a small snack. Consumption of food and/or drinks on the bus is strictly prohibited, except for rarely encountered, medically necessary reasons. Please speak with the driver before consuming food or drink on the bus.
6. Only trips with scheduled pick-up times will be entered on the daily schedules.
7. Subscription service is available to a limited number of passengers who travel to the same place at the same time every week. If a subscription slot is made available to a passenger, the passenger will automatically be placed on the schedule for those trips. Subscription passengers must notify the Span Dispatch Office if changes need to be made to their subscription schedule or if the subscription service should be cancelled. A change in time, origination, or destination may change your eligibility for a subscription ride.
8. There may be times Span is unable to schedule service due to a variety of factors, including increased rider demand, capacity constraints, and staffing/scheduling limitations. However, we make every attempt to accommodate requested dates and times.

INCLEMENT WEATHER

Span, Inc. reserves the right to suspend, modify, or cancel service during times of hazardous weather conditions that have the potential to jeopardize the safety of our riders, drivers, or vehicles. If the roads are deemed unsafe by the Transportation Manager, we will not transport and you will not receive a confirmation call the night before.

In the event of severe winter weather, please check local news websites for updates.

SPAN FLOWER MOUND FARES

The current fare for the Town of Flower Mound riders is

- \$3.00 per one-way trip

Without exception, Span passengers must pay the one-way fare, to the bus driver PRIOR to the vehicle's departure. ParaPasses and cash are the only forms of payment accepted. Please have your ParaPass or the exact fare amount ready. Since the same bus/driver may not be providing the return trip, advance payments and round-trip payments are not permitted. Passengers shall pay the fare in **exact change** or with a ParaPass. Drivers cannot make change.

If you do not pay the correct fare, the driver is required to contact the Span Dispatch Office. A determination will be made, and the ride may be denied. In that case, a no-show may be notated on your account.

ParaPasses

A ParaPass is Span's electronic fare pass. Funds are applied to a passenger's ParaPass card by phoning Span's main office at 940-382-2224 with a valid credit card, by mail via check or money order, or in person between the hours of 9:00 AM and 4:30 PM, Monday through Friday, at 1800 Malone Street, Denton, TX 76201.

New requests for a ParaPass submitted by mail should include the address to which the ParaPass should be mailed, along with the requested amount of money that should be applied to your account in the form of a check or money order made payable to Span, Inc. Please do not mail cash.

If the ParaPass is lost, please call Span's main office at 940-382-2224 for a replacement.

Gratuities and Tips

Drivers are not allowed to accept gratuities, tips, or gifts.

AIDES, COMPANIONS, AND ANIMALS

Aides/Personal Care Attendants (PCAs)

An aide is a social services attendant or personal care attendant (PCA) who is required to travel with a passenger, based on the disability certification. When an aide is required, the aide rides for free. The aide must be picked up and dropped off at the same address as the passenger. Riders who have a disability certification indicating an aide is required will not be transported if an aide is not accompanying them.

When a trip is scheduled, the Span Dispatch Office must be notified that an aide will be riding, so the aide can be placed on the schedule in addition to the passenger.

Under certain circumstances, Span may request that a passenger ride with an aide. Span does not provide aides.

Companions

A companion is anyone other than an aide who travels with a passenger. A companion will be required to pay a fare equivalent to the fare paid by the registered passenger. When a trip is

scheduled, the Span Dispatch Office must be notified that a companion will be riding, so the companion can be placed on the schedule in addition to the passenger. Last-minute companion additions will be scheduled if there is availability on both the A and B legs.

Animals

Per FTA guidelines, a service animal is: *Any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.*

Guide dogs and other service animals are permitted on Span vehicles and are allowed to accompany passengers. Other small animals are also allowed, but they must be contained in an approved pet travel kennel and must be restrained in the kennel throughout the trip. When scheduling a trip, passengers must indicate that an animal will be accompanying the passenger. Control of the animal is the responsibility of the rider. If an animal's behavior creates a hazard or direct threat, the rider is responsible for any damages or injuries.

CANCELLATIONS, WAIT TIME, NO-SHOW, LATE CANCELLATION, AND PENALTIES

Span acknowledges that unavoidable situations may arise that result in a passenger needing to cancel or miss a scheduled trip. However, frequent and excessive late cancellation and/or no-show of scheduled trips negatively affects our ability to serve all our riders. Span's goal is to educate passengers on our policies as a means of reducing the incidences of late cancellations and/or no-shows.

Cancellations

If you need to cancel a trip, please call the Span Dispatch Office at 940-382-1900 as soon as possible.

Wait Time

Riders are expected to be ready to ride when the bus arrives. Span bus drivers will not wait longer than five (5) minutes from the arrival time for passengers to board the vehicle. If the vehicle arrives within the 30-minute ready window (15 minutes before to 15 minutes after the scheduled pick-up time), the passenger must board the vehicle within 5 minutes of arrival time. Passengers or their associates may not ask the bus driver to delay this five-minute interval under any circumstances; this is to assure the timely pick-up and transport of all Span passengers. See *Scheduling* section for more information.

No-Show

Failure to meet the vehicle within five (5) minutes from the time of arrival will constitute a no-show. If a passenger fails to cancel their trip within three (3) hours before the scheduled pick-up time, that will also be considered a no-show. A passenger is allowed two (2) no-shows per calendar month without penalty.

Span understands that some no-shows are beyond the rider's control and those instances will not be counted as no-shows. Potential examples of excused no-shows include:

- Family emergency
- The scheduled appointment was canceled or rescheduled for reasons that are not the fault of the rider
- Illness that prevents the rider from being able to call and cancel
- The Personal Care Attendant (PCA) did not arrive in time to assist the rider
- The rider's mobility device failed

Late Cancellation

If a passenger cancels their trip on the day of service but does not do so at least three (3) hours prior to the pick-up time, it will be considered a late cancellation. A passenger is allowed four (4) late cancellations per calendar month without penalty.

Subscription Service Changes

Subscription service riders should contact the Span Dispatch Office at 940-382-1900 as soon as possible if a ride is not needed on a normally scheduled day. Advance notifications allow us to plan changes to our schedules, avoid any no-show notations on your account, and schedule our other riders more efficiently.

Penalties

We would certainly prefer not to have to penalize anyone. However, behavior that inflicts disruption and inconvenience for our riders, drivers, and office staff will not be tolerated.

- Three (3) no-shows in a thirty (30)-day period will result in the suspension of services for one (1) week. In the event there are three (3) no-shows during a thirty (30)-day period a second time, services will be suspended for two (2) weeks. If the problem persists, services may be suspended indefinitely.
- Five (5) late cancellations in a (30)-day period may result in the suspension of services for one (1) week. If the problem persists, services may be suspended indefinitely.

- Span may impose reasonable penalties for any passenger who develops a pattern or practice of missing scheduled trips, including indefinite suspension of services.
- Subscription riders who face penalties may lose their subscription slot.

The suspension will go into effect seven (7) days after notification of the suspension has been made to the rider.

MOBILITY DEVICES

Span vehicles, in compliance with the ADA and the Federal Code of Regulations, are designed to carry passengers utilizing wheelchairs. A wheelchair is defined as a mobility aid belonging to any class of three or more-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. *All mobility devices must be secured by the Span driver and the device must face forward during transportation.*

Span reserves the right to deny service if the mobility device is unable to fit safely on the vehicle.

SEATBELTS AND RESTRAINTS

Span policy requires that all passengers wear seatbelts at all times for their own safety, as well as the safety of other passengers. All wheeled mobility devices must be properly secured at all times the Span vehicle is in operation.

CARRY-ON ITEMS

You may only board the vehicle with packages you are able to carry yourself and maintain control of at all times. No bulk items are allowed (i.e., cases of drinks, bulk paper products, large bags of pet food or bags of potting soil). Your packages cannot block the aisle, displace another rider, or otherwise create a safety hazard. Drivers do not assist riders with packages.

Priority Seating

Priority seating is made available on Span vehicles and is designated for the elderly and persons with a disability. Persons sitting in those locations who are not elderly or disabled may be asked to vacate their seat to make room for an individual with a disability. Priority seating and the securement areas are intended to accommodate riders with disabilities.

RIDER COURTESY AND CONDUCT

- Riders shall maintain appropriate, reasonable personal hygiene.
- Shirts and shoes or other footwear must be worn.
- Service animals accompanying other riders should not be pet without the permission of the owner.

To ensure the safety and comfort of all passengers and the driver, the following activities are prohibited on all vehicles. Persons who engage in these activities may be refused service.

- Playing radios or using other devices that make sound, without using headphones
- Smoking, including the use of electronic cigarettes
- Eating or drinking
- Consuming alcoholic beverages
- Using or possessing illegal drugs
- Using obscene or abusive language
- Indecent exposure or sexual conduct
- Harassment or bullying
- Violent, disruptive, or threatening behavior
- Shoving, pushing, or behaving in a disorderly manner
- Interfering with the driver
- Causing actual or potential damage to the vehicle

Span reserves the right to deny service, including removing the passenger from the bus, if the situation is determined to be unsafe for the passenger, other passengers, the driver, or the public.

TERMINATION OF SERVICES

If a passenger does not follow Span Inc.'s policies and guidelines, services will be terminated as follows:

- If feasible, a verbal warning will be given.
- If the verbal warning does not result in compliance, the passenger will receive a detailed, written warning concerning the area(s) of non-compliance and possible sanctions.
- If compliance is not achieved after the written warning, the passenger will be notified in writing that their use of Span's services is suspended for 30 days, with a statement of the reason(s) for suspension.
- Failure to follow Span Inc.'s policies and guidelines an additional time will result in permanent termination of services, effective immediately. The passenger will be

notified in writing that their use of Span's services is permanently terminated, with a statement of the reason(s) for termination.

Span reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to themselves or any other person.

GRIEVANCE AND APPEAL PROCEDURES

1. Any individual has the option to appeal a suspension, termination, or rate eligibility determination. Appeals must be presented in writing within 30 days. Span's Executive Director will hear first appeals. Span service will not be suspended while the Span Executive Director is considering an appeal unless the suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others. A decision will be made within two weeks (14 days). If the Executive Director upholds the determination, the individual may request that the matter be reviewed by a panel of Span board members, designated by the Span Board Chair.
2. If an individual requests an appeal of the Executive Director's decision, the Span board member panel will review all material submitted. A decision will be made within thirty (30) days. Span service will not be suspended while the Span board panel is considering an appeal unless the suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others.
3. Span will notify the individual, in writing, of the Span board panel's ruling on all appeals. The notification will outline the ruling and the reason(s) for it.
4. Once the individual has been informed of the initial ruling or the ruling from an appeal, the determination will go into effect the following business day.
5. Span requires that all appeals be made within 30 days of notification of sanctions or eligibility determination.
6. All decisions made by the Span board panel are considered final.

Span Employees and the Span Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill eligibility requests when possible, and will document all attempts at reasonable accommodations.

CUSTOMER COMPLAINTS

Span takes all complaints seriously and records, investigates, and responds to each complaint, including Americans with Disabilities Act (ADA) complaints. Span is committed to resolving complaints in a prompt and equitable manner.

Span reserves the right to extend the complaint investigation beyond in-person communication to include additional information sources, such as:

- Video recordings from on-board cameras and facility surveillance
- Recordings of telephone calls
- Written communications (paper and/or electronic, including faxed documents)
- System data including location tracking, dispatch records, and reservation notes and data input
- Driver manifests (paper and/or electronic)
- Interviews with transit agency employees or contractors and other riders who may be witnesses to the incident
- Any additional source determined to have relevance

Customer Complaint Process

Complaints concerning Span's demand response transportation service by passengers or caretakers of passengers, or any other authorized representative of the passenger should be reported to the Span Transportation Department by one of the following methods:

- Calling Span at 940-382-1900 and asking to speak to the Transportation Supervisor or Transportation Manager.
- Sending an email to span@span-transit.org.
- Mailing a letter to Span, Inc, Attn: Transportation Manager, 1800 Malone Street, Denton, TX 76201; or
- Sending a fax to the Transportation Supervisor or Transportation Manager at 940-383-8433.

When the complaint is reported, please include as much information as possible; including the nature of the complaint, date and time of the incident, the location where it took place, the names of the people involved (if known), and any other relevant information.

Service Complaint Form

Please see the last page of this document for a copy of our *Span, Inc. Transportation Service Complaint Form*. You can also complete the *Complaint Form* on our website, www.span-transit.org.

TITLE VI

Span operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Span.

For more information on Span's Title VI program, the procedures to file a complaint, or to file a complaint contact the Executive Director at 940-382-2224; email span@span-transit.org; or visit our administrative office at 1800 Malone Street, Denton, TX 76201. For more information, visit www.span-transit.org.

Span opera sus programas y servicios, sin distinción de raza, color u origen nacional, de conformidad con el Título VI de la Ley de Derechos Civiles. Cualquier persona que cree que él o ella ha sido perjudicada por una práctica discriminatoria ilegal bajo el Título VI, puede presentar una queja con Span.

Para obtener más información sobre Span 's Título VI programa, los procedimientos para presentar una queja, o para presentar una queja contacto el Director Ejecutivo al 940-382-2224; lapso de correo electrónico @ ñol@span-transit.org; o visite nuestra oficina administrativa en 1800 Malone Street, Denton, TX 76201. Para obtener más información, visite www.span-transit.org.

A complaint may also be filed directly with the:

Texas Department of Transportation, Attn: TxDOT-PTN, 125 E. 11th Street, Austin, TX 78701-2483, or

Federal Transit Administration, Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.

If information is needed in another language, contact 940-382-2224. Para más información llame a este número 940-382-2224.



Span, Inc. Transportation Service Complaint Form

Date of Complaint _____

This complaint is being made by:

Client _____ Client Representative _____ Driver/Staff _____ Member of the Community _____

If you selected Client Representative, please list the client's name _____

Your Name _____ Telephone Number _____

Street Address _____ City _____ Zip Code _____

Email address _____

Date of issue that resulted in this complaint _____ Approx. time _____

Passenger Name _____ Vehicle Number _____

Driver/Employee Name _____ Route Number _____

Please explain the reason for your complaint and provide as much detail as possible:

Signature _____ Date _____

Mail to Span, Inc., Attn: Transportation Mgr., 1800 Malone St., Denton, TX 76201;

email to span@spantransit.org; or fax to 940-383-8433.

.....
Supervisor/Manager Response/Resolution to Complaint:

Supervisor/Manager Signature _____ Date _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS

1. Statement of Work

During the period October 1, 2023 through September 30, 2024, the Town of Flower Mound may use Community Development Block Grant (CDBG) funds to reimburse SPAN for providing "Demand Response" transit service to the following citizens of the Town of Flower Mound (TOWN):

- Elderly who are 65 years and older
- Severely disabled adults who are 18 years and older and
 - Use a wheelchair or another special aid for six months or longer; or
 - Are unable to perform one or more "functional activities" (i.e., seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs, or walking); or
 - Need assistance with an "ADL" (i.e., an activity of daily living including getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating, and toileting); or
 - Need assistance with an "IADL" (i.e., going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone); or
 - Are prevented from working at a job or doing housework; or
 - Have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia, or mental retardation; or
 - Are less than 65 years and covered by Medicare or receive Supplemental Social Security Income.

It is expressly agreed and understood that the total amount of CDBG funds to be paid by the TOWN under this Agreement shall not exceed Thirty-Two Thousand Eight Hundred Dollars (\$32,800.00). Costs exceeding Thirty-Two Thousand Eight Hundred Dollars (\$32,800.00) for providing Demand Response transit service to the above citizens will be paid with TOWN funds in accordance with the Agreement.

The TOWN's obligations under this Agreement are contingent upon the actual receipt of adequate CDBG funds to meet SPAN's liabilities under this Agreement. If adequate CDBG funds are not available to make payments under this Agreement, the TOWN will notify SPAN in writing within a reasonable time after such fact has been determined, so that SPAN can modify its services. The TOWN may, at its option, either reduce the amount of its liability, or terminate the Agreement. It is expressly understood that this Agreement in no way obligates the TOWN's General Fund or any other monies or credits of the TOWN for payment of the CDBG funds.

CDBG grant funds will not be used for any cost or portion thereof of which:

- Has been paid, reimbursed or is subject to payment or reimbursement from any other source;
- Was incurred prior to the beginning date, or after the ending date specified in this Agreement;

- Is not in strict accordance with the terms of this Agreement; or,
- Has not been billed to TOWN within 30 calendar days following termination of the Agreement.

CDBG grant funds reimbursed under this Agreement will not be paid to any party other than SPAN. Upon termination of this Agreement, should any expense for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by the TOWN, the Department of Housing and Urban Development, or any other federal agency, SPAN will refund such amount to the TOWN within ten working days of a written notice to SPAN, which specifies the amount disallowed. Refunds of disallowed costs may not be made from these or any funds received from or through the TOWN.

2. Records and Reports

SPAN agrees to maintain records that provide accurate, current, separate, and complete disclosure of the status of the CDBG funds received under this Agreement. SPAN shall retain all records pertinent to expenditures incurred under this Agreement for five years from the date of termination of the Agreement. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs first.

SPAN agrees to grant access by the TOWN, the U. S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of SPAN which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

At the time SPAN submits a request to TOWN for reimbursement, SPAN shall provide a report to TOWN identifying the costs by line item and the actual ridership provided, including name, address, age, disability, and race. SPAN will provide TOWN staff access to records necessary to obtain documentation to support CDBG eligibility requirements.

3. Program Income

No program income will be generated under this Agreement.

4. Uniform Administrative Requirements

In regard to CDBG funds provided under this Agreement, SPAN agrees to comply with the requirements of Title 24: Housing and Urban Development of the Code of Federal Regulations (CFR) Part 570.502 concerning Community Development Block Grants (CDBG). The TOWN has a copy available for review or reproduction. SPAN also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the CDBG funds provided under this Agreement.

5. Other Program Requirements

SPAN further agrees to utilize CDBG funds available under this Agreement to supplement rather than supplant funds otherwise available. For example, if an eligible rider's fee is partially paid by other funds, CDBG funds will be used to pay only the difference in cost for the ride. CDBG grant funds will not be used to fund any claims, actions, suits, charges or judgments whatsoever that arise out of SPAN's performance or nonperformance of the services or subject matter called for in the Agreement. SPAN shall:

- Hold harmless, defend, and indemnify TOWN from any and all claims, actions, suits, charges and judgments whatsoever that arise out of SPAN's performance or nonperformance of the services or subject matter called for in the Agreement;
- Comply with the bonding and insurance requirements of OMB Circular A-110 (Flower Mound has a copy available for review or reproduction). Actual losses not covered by insurance as required by this Agreement are not allowable costs under this Agreement and remain the sole responsibility of SPAN;
- Comply with all applicable equal employment opportunity and affirmative action laws or regulations;
- Provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement;
- Maintain adequate and continuous liability insurance on all vehicles owned, leased or operated that are used to provide services under this Agreement; and,
- Ensure that all drivers possess a valid Texas driver's license.

6. Conditions for Religious Organizations

SPAN shall provide all services under this Agreement in a manner that is exclusively non-religious in nature and scope. There shall be no religious services, proselytizing, instruction or any other religious preference, influence or discrimination in connection with providing these services.

7. Reversion of Assets

Payment for allowable costs under the terms of the Agreement is on a reimbursement basis. Expenditures will not be reimbursed to SPAN for the purchase of real property or equipment. These are not allowable costs under this Agreement.

SPAN

June 2023 Budget Report

	<i>June Actual</i>	<i>YTD Actual</i>	<i>Annual Budget</i>	<i>YTD/Annual Variance (\$)</i>	<i>YTD/Annual Variance (%)</i>
Revenue					75%
5005 MISC MUNICIPALITIES			\$9,922.00	(\$9,922.00)	0%
5010 CITY OF DENTON CONTRIBUTIONS	2,127.27	19,618.16	26,000.00	(6,381.84)	75%
5020 LEWISVILLE CONTRIBUTIONS	2,200.00	19,800.00	22,000.00	(2,200.00)	90%
5030 PILOT POINT CONTRIBUTIONS		2,074.00	2,074.00		100%
5035 CITY OF JUSTIN		3,734.00	3,734.00		100%
5040 SANGER CONTRIBUTIONS		7,808.00	7,808.00		100%
5050 THE COLONY CONTRIBUTIONS		24,668.00	29,000.00	(4,332.00)	85%
5053 LITTLE ELM CONTRIBUTIONS		12,000.00	11,022.00	978.00	109%
5055 LAKE DALLAS CONTRIBUTIONS		3,726.00	3,726.00		100%
5057 HIGHLAND VILLAGE CONTRIBUTIONS		2,500.00	3,146.00	(646.00)	79%
5085 FLOWER MOUND CONTRIBUTIONS	3,534.30	28,152.46	36,000.00	(7,847.54)	78%
5080 AUBREY CONTRIBUTIONS		3,500.00	3,700.00	(200.00)	95%
5060 KRUM COMMUNITY CONTRIBUTION		500.00	500.00		100%
5065 TITLE IIIB - ICC	2,475.00	20,750.00		20,750.00	
5070 DENTON COUNTY CONTRIBUTION	8,390.58	69,515.40	100,687.00	(31,171.60)	69%
5090 UNITED WAY-DENTON,CONTRIBUTION	1,483.34	15,013.65	17,500.00	(2,486.35)	86%
5110 UNITED WAY-DALLAS UNALLOCATED	56.64	56.64		56.64	
5170 INTEREST INCOME	8.26	1,182.83	300.00	882.83	394%
5175/5178 FUNDRAISING	44,852.83	158,116.37	159,900.00	(1,783.63)	99%
5177 BOARD AND COUNCIL GIVING		97.52		97.52	
5180 MISCELLANEOUS	86.61	684.61	999.00	(314.39)	69%
5181 SR. PAWS - DONATIONS FOR PET FOOD	100.00	4,950.00	6,000.00	(1,050.00)	83%
5182 SR. PAWS - DONATIONS FOR VET EXP	(392.51)	9,607.49		9,607.49	
5187 EBAY - AUCTION SALES REVENUE		13,000.00	1,500.00	11,500.00	867%
5190 GENERAL DONATIONS, UNALLOCATED	792.16	43,194.29	73,000.00	(29,805.71)	59%
5330 PURCH. OF SERVICE FED. 5310	27,797.62	265,311.71	372,301.00	(106,989.29)	71%
5335 E&D 5310	30,000.00	30,000.00	30,000.00		100%
5340 COUNTY TRANS. 5311	185,347.92	846,623.98	1,195,000.00	(348,376.02)	71%
5350 MEDICAID CONTRACT	748.68	8,795.87	22,500.00	(13,704.13)	39%
5357 TX VETERANS COMM	1,915.57	14,223.85	20,000.00	(5,776.15)	71%
5360 TITLE IIIB - TRANSPORTATION	5,068.57	39,231.53	36,784.00	2,447.53	107%
5361 5307 DISCRETIONARY FUNDS	29,579.73	191,168.31	214,232.00	(23,063.69)	89%
5363 5307 CARES ACT	103,462.04	612,956.10	872,215.00	(259,258.90)	70%
5370 FARES - COUNTY 5311	13,193.19	104,455.39	125,000.00	(20,544.61)	84%
5410 TITLE IIIC1- CONGREGATE MEALS	19,952.90	140,058.30	242,526.00	(102,467.70)	58%
5440 MEAL DONATIONS -TITLE C1	198.75	1,558.01	5,100.00	(3,541.99)	31%
5450 TITLE III-C2 HOME DELIVERY	52,335.36	420,621.03	424,356.00	(3,734.97)	99%
5470 USDA ALLOWANCE - HOME DEL.		5,043.77	121,200.00	(116,156.23)	4%
5480 MEAL DONATIONS -TITLE C2	1,596.00	18,259.00	15,000.00	3,259.00	122%
5520 DADS CBA/CCAD HD MEALS	9,485.37	72,557.14	100,800.00	(28,242.86)	72%
Total Revenue	546,396.18	3,235,113.41	4,315,532.00	1,080,418.59	75%

SPAN

June 2023 Budget Report

		<i>June Actual</i>	<i>YTD Actual</i>	<i>Annual Budget</i>	<i>YTD/Annual Variance (\$)</i>	<i>YTD/Annual Variance (%)</i>
	General Expenses					
6005	DUES AND MEMBERSHIPS	795.00	1,849.99	3,356.00	1,506.01	55%
6010	MILEAGE	170.32	2,475.78	4,067.00	1,591.22	61%
6015	JANITORIAL SERVICES					
6020	TELEPHONE - GENERAL	1,144.39	7,565.87	9,826.00	2,260.13	77%
6025	UTILITIES	1,187.79	9,420.12	14,758.00	5,337.88	64%
6030	BUILDING MAINTENANCE	3,276.02	24,619.11	21,000.00	(3,619.11)	117%
6035	GROUNDS MAINTENANCE	285.54	3,386.54	9,400.00	6,013.46	36%
6040	FEES & PERMITS	800.00	2,505.69	2,487.00	(18.69)	101%
6045	LIABILITY INSURANCE		19,318.00	16,400.00	(2,918.00)	118%
6050	MEETINGS/CONFERENCES	502.52	3,696.04	4,655.00	958.96	79%
6052	TRAINING	171.99	5,251.48	7,147.00	1,895.52	73%
6055	POSTAGE		1,883.61	2,924.00	1,040.39	64%
6060	OFFICE SUPPLIES	816.16	9,818.27	15,510.00	5,691.73	63%
6065	OFFICE EQUIPMENT	97.99	4,945.56	10,650.00	5,704.44	46%
6070	PRINTING		2,941.09	1,368.00	(1,573.09)	215%
6080	COMPUTER CONSULTANTS	2,729.50	39,007.00	34,200.00	(4,807.00)	114%
6085	ADVERTISING & PROMOTION	4,308.00	16,382.43	11,877.00	(4,505.43)	138%
6090	LEGAL & ACCOUNTING		20,716.67	18,761.00	(1,955.67)	110%
6095	EQUIPMENT LEASING	1,637.97	5,885.55	6,927.00	1,041.45	85%
6105	COMPUTER EQUIPMENT		285.65	1,781.00	1,495.35	16%
6110	COMPUTER SOFTWARE	871.50	21,795.42	47,000.00	25,204.58	46%
6115	BANK SERVICE FEES	615.91	6,732.97	8,214.00	1,481.03	82%
6150	GROUP MEDICAL	14,379.81	96,576.45	169,970.00	73,393.55	57%
6155	EMPLOYER SHARE OF RETIREMENT	(554.94)	11,967.13	17,725.00	5,757.87	68%
6190/6192	FUNDRAISING EXPENSE		35,441.74	23,539.00	(11,902.74)	151%
6191	VOLUNTEER EXPENSES		164.24	1,350.00	1,185.76	12%
6193	BOARD EXPENSES			4,058.00	4,058.00	0%
6194	EMPLOYEE APPRECIATION			2,700.00	2,700.00	0%
6195	MISC. (OTHER)	364.22	10,606.58	5,979.00	(4,627.58)	177%
	Total General Expense	33,599.69	365,238.98	477,629.00	112,390.02	76%

SPAN

June 2023 Budget Report

	<i>June Actual</i>	<i>YTD Actual</i>	<i>Annual Budget</i>	<i>YTD/Annual Variance (\$)</i>	<i>YTD/Annual Variance (%)</i>
Program Expenses					
6405 UNIFORMS	360.80	4,405.08	6,577.00	2,171.92	67%
6410 FUEL & LUBRICANTS	33,216.32	191,887.46	307,586.00	115,698.54	62%
6415 PARTS	1,807.74	29,745.97	29,721.00	(24.97)	100%
6420 TIRES		19,052.42	15,632.00	(3,420.42)	122%
6425 OFF SITE REPAIRS	8,587.22	70,647.12	70,735.00	87.88	100%
6430 TOLLS	1,264.18	13,742.23	19,935.00	6,192.77	69%
6435 DRIVER PHYSICALS-SEARCHES	1,636.65	7,942.80	8,787.00	844.20	90%
6440 LICENSING	283.96	4,899.15	6,914.00	2,014.85	71%
6445 INSURANCE - VEHICLE	4,008.61	36,077.61	45,400.00	9,322.39	79%
6450 TABLETS - PTT	824.79	7,051.01	13,764.00	6,712.99	51%
6470 DRIVER DRUG SCREENING	279.82	4,254.06	4,320.00	65.94	98%
6475 INSURANCE CLAIMS EXPENSE NON-BUDGET		4,520.63	1,122.00	(3,398.63)	403%
6510 CATERED AND PURCHASED MEALS	56,724.42	513,220.95	613,660.00	100,439.05	84%
6545 FUEL-OIL-PARTS - MOW	147.31	1,289.49	1,682.00	392.51	77%
6550 SR. PAWS - PET FOOD	707.44	1,691.76	1,043.00	(648.76)	162%
6551 SR. PAWS - VET EXP		9,723.71		(9,723.71)	
Total Program Expenses	109,849.26	920,151.45	1,146,878.00	226,726.55	80%
Payroll Expense					
8000 GENERAL ADMINISTRATION	76,040.47	418,182.64	548,992.00	130,809.36	76%
8001 GENERAL ADMIN BENEFITS	5,908.87	32,621.59	42,997.00	10,375.41	76%
8200 TRANSPORTATION ADMIN	36,873.98	275,664.88	401,481.00	125,816.12	69%
8201 TRANSPORTATION BENEFITS	2,809.82	21,592.69	31,612.00	10,019.31	68%
8210 DRIVERS	97,791.74	645,386.38	1,034,937.00	389,550.62	62%
8211 DRIVER BENEFITS	7,646.10	51,757.98	97,541.00	45,783.02	53%
8230 MECHANICS	15,152.21	92,172.36	94,590.00	2,417.64	97%
8231 MECHANICS BENEFITS	1,149.85	7,234.69	7,436.00	201.31	97%
8400 SENIOR SERVICES ADMINISTRATION	11,387.25	75,746.25	100,250.00	24,503.75	76%
8401 SENIOR SERVICES BENEFITS	727.38	5,080.91	7,869.00	2,788.09	65%
8415 VOLUNTEER COORDINATOR		6,203.32	14,196.00	7,992.68	44%
8416 VOLUNTEER COORDINATOR BENEFITS		491.08	1,186.00	694.92	41%
8430 SR CTR MGRS	19,910.49	134,633.22	192,871.00	58,237.78	70%
8431 SR CENTER BENEFITS	1,688.40	11,335.88	16,567.00	5,231.12	68%
6125 WORKERS COMP INSURANCE	7,384.00	78,460.00	98,500.00	20,040.00	80%
Total Payroll Expense	284,470.56	1,856,563.87	2,691,025.00	834,461.13	69%
Total Expenses	427,919.51	3,141,954.30	4,315,532.00	1,173,577.70	73%
Total Revenue	546,396.18	3,235,113.41	4,315,532.00	1,080,418.59	75%
Net Contribution	118,476.67	93,159.11		(93,159.11)	

SPAN, INCORPORATED

ANNUAL FINANCIAL REPORT

YEAR ENDED SEPTEMBER 30, 2022

TABLE OF CONTENTS

	<u>Page</u>
FINANCIAL SECTION	
Independent Auditors' Report.....	1
Statement of Financial Position	4
Statement of Activities	5
Statement of Cash Flows	6
Statement of Functional Expenses.....	7
Notes to the Financial Statements.....	8
FEDERAL AWARDS SECTION	
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	13
Independent Auditors' Report on Compliance For Each Major Federal Program and Report on Internal Control Over Compliance In Accordance With the Uniform Guidance.	15
Schedule of Findings and Questioned Costs	17
Schedule of Status of Prior Findings	18
Corrective Action Plan	19
Schedule of Expenditures of Federal Awards	20
Notes to Schedule of Expenditures of Federal Awards.....	22

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
SPAN, Incorporated
Denton, Texas

Opinion

We have audited the accompanying financial statements of SPAN, Incorporated (a nonprofit organization), which comprise the statement of financial position as of September 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SPAN, Incorporated as of September 30, 2022, and the changes in its net assts and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of SPAN, Incorporated and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and 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.

Auditor's Responsibilities for the Audit of the Financial Statements

Our responsibilities 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 therefor is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. 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, misrepresentation, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- 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 SPAN, Incorporated's internal control. Accordingly, no such opinion is expressed.
- 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.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about SPAN, Incorporated's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit findings, and certain internal control related matters we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 27, 2023, on our consideration of SPAN, Incorporated's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering SPAN, Incorporated's internal control over financial reporting and compliance.

Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, LLC

Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, LLC
Denton, Texas

January 27, 2023

FINANCIAL SECTION

SPAN, INCORPORATED

STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2022

ASSETS

Current Assets:

Cash and cash equivalents	\$ 1,163,252	
Accounts receivable	660,106	
Prepaid expenses	<u>78,622</u>	
Total Current Assets		\$ 1,901,980

Property and equipment:

Land	181,100	
Building	624,730	
Transportation equipment	2,258,181	
Office/Shop furniture and equipment	<u>241,767</u>	
	3,305,778	
Less accumulated depreciation	<u>(2,334,642)</u>	
Net Property and Equipment		<u>971,136</u>

Total Assets		<u><u>\$ 2,873,116</u></u>
--------------	--	----------------------------

LIABILITIES AND NET ASSETS

Current Liabilities:

Accounts payable	\$ 66,824	
Deferred Income	<u>14,918</u>	
Total Current Liabilities		\$ 81,742

Net Assets:

Without donor restriction	2,782,628	
With donor restriction	<u>8,746</u>	
Total Net Assets		<u>2,791,374</u>

Total Liabilities and Net Assets		<u><u>\$ 2,873,116</u></u>
-------------------------------------	--	----------------------------

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATEDSTATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2022

	Without Donor Restriction	With Donor Restriction	Total
Support and Revenue:			
Support			
Contributions	\$ 104,937	\$ 10,000	\$ 114,937
Support from local governments	214,878		214,878
United Way	21,104		21,104
Total Support	<u>340,919</u>	<u>10,000</u>	<u>350,919</u>
Revenue:			
Transportation grants	2,522,497		2,522,497
Transportation contracts	22,634		22,634
Aging grants	774,383		774,383
Aging contracts	99,879		99,879
Transportation program income	124,229		124,229
Meals program income	20,672		20,672
Miscellaneous	263		263
Fundraising	81,585		81,585
Gain on disposition of assets	41,367		41,367
Interest income	937		937
Total Revenue	<u>3,688,446</u>	<u>-</u>	<u>3,688,446</u>
Net assets released from restrictions:			
Satisfaction of usage restrictions	1,254	(1,254)	-
Total Support and Revenue	<u>4,030,619</u>	<u>8,746</u>	<u>4,039,365</u>
Expenses:			
Functional Expenses:			
Transportation program	2,583,896		2,583,896
Senior citizen meals and other services	1,057,187		1,057,187
Management and general	464,153		464,153
Fundraising	87,323		87,323
Total Expenses	<u>4,192,559</u>	<u>-</u>	<u>4,192,559</u>
Change in net assets	<u>(161,940)</u>	<u>8,746</u>	<u>(153,194)</u>
Net Assets, Beginning of Year	<u>2,944,568</u>	<u>-</u>	<u>2,944,568</u>
Net Assets, End of Year	<u>\$ 2,782,628</u>	<u>\$ 8,746</u>	<u>\$ 2,791,374</u>

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATED

STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2022

Cash Flows From Operating Activities:

Change in net assets	\$ (153,194)	
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	296,041	
Increase in accounts receivable	(155,465)	
Decrease in accrued interest receivable	1,764	
Increase in prepaid expenses	(71,052)	
Increase in accounts payable	1,529	
Decrease in deferred income	(62,379)	
Gain on disposition of assets	<u>(81,585)</u>	
Net Cash Provided By Operating Activities		\$ (224,341)

Cash Flows From Investing Activities:

Proceeds from sale of assets	175,733	
Sale of investment	254,436	
Purchase of property and equipment	<u>(27,922)</u>	
Net Cash Used by Investing Activities		<u>402,247</u>

Net increase in cash and cash equivalents	177,906
Cash and cash equivalents - September 30, 2021	<u>985,346</u>
Cash and cash equivalents - September 30, 2022	<u><u>\$ 1,163,252</u></u>

Supplemental disclosure:

Interest paid during the year	\$ -
Income taxes paid during the year	\$ -

SPAN, INCORPORATEDSTATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED SEPTEMBER 30, 2022

	Transportation	Senior Citizen Meal and Other Services	Management and General	Fundraising	Total
Salaries and Wages	1,276,697	308,058	356,570	39,619	1,980,944
Payroll taxes	102,442	25,421	28,769	3,197	159,829
Workers compensation ins.	53,163	20,127	16,490	1,832	91,612
Health insurance	114,692	24,475	31,313	3,479	173,959
Retirement	10,029	3,733	3,097	344	17,203
Travel	786	3,282	-	-	4,068
Occupancy	45,809	13,471	3,845	961	64,086
Insurance	61,330	3,680	1,449	272	66,731
Telephone	6,234	2,365	760	143	9,502
Office expense	28,696	10,112	4,410	882	44,100
Conferences and meetings	9,123	8,726	2,835	315	20,999
Advertising	8,770	2,815	-	-	11,585
Professional fees	10,850	4,116	1,323	248	16,537
Computer & equipment expenses	84,309	21,288	9,334	1,750	116,681
Fundraising expenses	-	-	-	33,904	33,904
Fuel and oil	293,198	-	-	-	293,198
Licensing	6,094	-	-	-	6,094
Vehicle repairs & maintenance	145,544	-	-	-	145,544
Communications	13,243	-	-	-	13,243
Health testing	4,203	-	-	-	4,203
Uniforms	6,018	-	-	-	6,018
Miscellaneous	14,412	8,335	2,011	377	25,135
Cost of meals	-	585,975	-	-	585,975
Equipment maintenance/supplies	-	5,368	-	-	5,368
Total expenses before deprec.	2,295,642	1,051,347	462,206	87,323	3,896,518
Depreciation of property & equip	288,254	5,840	1,947	-	296,041
Total expenses	2,583,896	1,057,187	464,153	87,323	4,192,559

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATED

NOTES TO THE FINANCIAL STATEMENTS SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Nature of Activities

SPAN, Incorporated (SPAN) is a not-for-profit agency established to provide transportation, meals and other services to senior citizens and others within the community.

B. Financial Statement Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Net assets without donor restriction - Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restriction - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, net assets with donor restriction are reclassified to net assets without donor restriction and reported in the statement of activities as net assets released from restrictions.

C. Description of Programs

Transportation - SPAN provides transportation programs for citizens throughout Denton County. Programs include demand response transportation in Denton County for senior citizens, persons with disabilities, and the general public. Funding for these programs is provided through Federal and State transportation grants and contracts; fares and donations received from riders; and local public and private support.

Senior Citizen Meals and Other Services - Daily (Monday through Friday) hot meals are served to senior citizens at eight sites throughout Denton County. The program also includes home delivered meals to qualifying home-bound senior citizens. In March 2020, SPAN temporarily closed all of the congregate meal locations in response to the coronavirus pandemic. At that time, SPAN began home-delivery of meals to the effected individuals. In August 2021, SPAN reopened all congregate meal locations. Funding for the meal programs is provided by Federal and State aging grants and contracts, donations from meal recipients and local public and private support. SPAN also provides a variety of programs for senior citizens including information and referral and recreational activities at senior centers.

D. Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

SPAN, INCORPORATED

NOTES TO THE FINANCIAL STATEMENTS SEPTEMBER 30, 2022

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Property and Equipment

Expenditures for property and equipment are stated at cost. Donated property and equipment is recorded at its estimated fair market value at the date of donation. The organization capitalizes property and equipment purchases that exceed \$500.

Depreciation of property and equipment is calculated on the straight-line method over the following estimated useful lives:

Buildings	31.5 years
Vehicles	4-10 years
Equipment	4-8 years
Furniture and fixtures	7-10 years

F. Contributed Services and Materials

SPAN receives donated services from a variety of unpaid volunteers assisting SPAN in its programs. No amounts have been recognized in the accompanying statement of activities because the criteria for recognition of such volunteer effort under SFAS No. 116 have not been satisfied.

G. Income Taxes

SPAN is organized as a Texas nonprofit corporation and has been recognized by the IRS as exempt from Federal income taxes under IRC Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for the charitable contribution deduction under IRC Section 170(b)(1)(A)(vi) and (viii), and has been determined not to be a private foundation under IRC Sections 509(a)(1) and (3), respectively. SPAN is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, SPAN is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purposes. We have determined that SPAN is not subject to unrelated business income tax and has not filed an Exempt Organization Business Tax Return (Form 990-T) with the IRS.

H. Functional Allocation of Expenses

The costs of providing SPAN's various programs and supporting services have been reported on a functional basis in the statement of activities in order to present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

SPAN, INCORPORATED

NOTES TO THE FINANCIAL STATEMENTS SEPTEMBER 30, 2022

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Cash Equivalents

For purposes of the statement of cash flows, SPAN considers all cash and other highly liquid investments with initial maturities of three months or less to be cash equivalents.

J. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

NOTE 2 – CONCENTRATIONS OF RISK

SPAN maintains several bank accounts at two banks and one credit union. Accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Cash held at Wells Fargo Bank and Bank of the West exceeded Federally insured limits at certain times during the year. At September 30, 2022, cash balances at Wells Fargo Bank were \$686,351 and Bank of the West were \$256,672.

SPAN receives a significant portion of its revenues under transportation grants from Texas Department of Transportation (TXDOT) and North Central Texas Council of Governments (NCTCOG). Revenue from these grants were \$1,485,496 from TXDOT and \$982,960 from NCTCOG during the year ended September 30, 2022.

SPAN also received \$648,835 in aging and transportation grants from the Area Agency on Aging.

NOTE 3 – RETIREMENT PLAN

SPAN sponsors a retirement plan for its employees. The plan is a salary reduction retirement plan under Internal Revenue Code Section 403(b). Under the plan, employees can elect to contribute to the plan, up to Internal Revenue Code limits. SPAN matches eligible employee's contributions up to three percent of the employee's compensation. During the fiscal year ended September 30, 2022, SPAN contributed \$17,203 in matching contributions to the plan.

NOTE 4 – FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash and cash equivalents, investments, accounts receivable, accrued interest receivable, and accounts payable reported in the statement of financial position approximate fair values because of the short maturities of those instruments.

SPAN, INCORPORATED

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 5 – SUBSEQUENT EVENTS

Management has reviewed events subsequent to September 30, 2022 through January 27, 2023, which is the date the financial statements were available to be issued. No subsequent events were identified that were required to be recorded or disclosed in the financial statements.

NOTE 6 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure without donor restrictions limiting their use, within one year of the balance sheet date, comprise the following:

Cash and cash equivalents-unrestricted	\$ 1,154,506
Accounts receivable	<u>660,106</u>
	<u>1,814,612</u>

FEDERAL AWARDS SECTION

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
SPAN, Incorporated
Denton, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of SPAN, Incorporated (a nonprofit organization), which comprise the statement of financial position as of September 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 27, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered SPAN, Incorporated's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of SPAN, Incorporated's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether SPAN, Incorporated's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of the audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, LLC

Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, LLC
Denton, Texas

January 27, 2023

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL
PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN
ACCORDANCE WITH THE UNIFORM GUIDANCE

To the Board of Directors
SPAN, Incorporated
Denton, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited SPAN, Incorporated's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of SPAN, Incorporated's major federal programs for the year ended September 30, 2022. SPAN, Incorporated's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of finding and questioned costs.

In our opinion, SPAN, Incorporated complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of SPAN, Incorporated and to meet other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a legal determination of SPAN, Incorporated's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirement of laws, statutes, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on SPAN Incorporated's compliance based on our 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

generally accepted auditing standards, *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 referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgement made by a reasonable user of the report on compliance about SPAN, Incorporated's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding SPAN, Incorporated's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of SPAN, Incorporated's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of SPAN, Incorporated's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance 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 identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we considered to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, LLC

Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, LLC
Denton, Texas

January 27, 2023

SPAN, INCORPORATED

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2022

I. Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported.
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major federal programs:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported.
Type of auditors' report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed which are required to be reported in accordance with 2 CFR 200.516(a)?	No
Identification of major programs:	
Public Transportation for Nonurbanized Areas	FALN 20.509
Dollar threshold used for distinguishing between Type A and Type B federal programs?	\$750,000
Auditee qualified as low-risk auditee?	Yes

II. Financial Statement Findings

None

III. Federal Awards Findings and Questioned Costs

None

SPAN, INCORPORATED

SCHEDULE OF STATUS OF PRIOR FINDINGS
YEAR ENDED SEPTEMBER 30, 2022

PROGRAM

DESCRIPTION

No findings were noted in the prior year.

SPAN, INCORPORATED

CORRECTIVE ACTION PLAN
YEAR ENDED SEPTEMBER 30, 2022

PROGRAM

DESCRIPTION

None required.

SPAN, INCORPORATED

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2022

Federal Grantor/Pass-Through Grantor/Program Title	Federal FALN Number	Agency or Pass-Through Number	Federal Expenditures
<u>U.S. Department of Health and Human Services</u>			
Pass-through Texas Department on Aging: Contracted through the North Central Texas Council of Governments Area Agency on Aging:			
Aging Cluster:			
Title III, Part B – Supporting Services and Senior Centers *	93.044	088995790	\$ 36,024
Title III, Part C – Nutrition Services *	93.045	088995790	391,004
Nutrition Services Incentive Program *	93.053	088995790	199,574
Subtotal – Aging Cluster			<u>626,602</u>
Total U.S. Department of Health and Human Services			<u>626,602</u>
<u>U.S. Department of Transportation</u>			
Pass-through Texas Department of Transportation:			
Public Transportation for Nonurbanized Areas	20.509	RPT-2101(26)045-20	38,125
	20.509	RPT-2201(26)063-21	120,446
	20.509	CAF-2101(26)072-20	844,700
	20.509	ARP-2201(26)107-21	50,032
Total FALN 20.509			<u>1,053,303</u>
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	ED-2202(33)108-21	60,000
	20.513	ARP-2103(33)043-21	71,053
Total FALN 20.513			<u>131,053</u>
Subtotal			<u>1,184,356</u>

SPAN, INCORPORATED

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2022

Federal Grantor/Pass-Through Grantor/Program Title	Federal FALN Number	Agency or Pass-Through Number	Federal Expenditures
<u>U.S. Department of Transportation (continued)</u>			
Pass-through North Central Texas Council of Governments:			
Federal Transit – Formula Grants (Urbanized Area Formula Program) **	20.507	TX-2017-058-00	285,874
	20.507	TX-2020-087-00	<u>279,593</u>
Total FALN 20.507			<u>565,467</u>
 Enhanced Mobility of Seniors And Individuals with Disabilities	20.513	TX-2017-073-02	158,061
	20.513	TX-2020-080-00	<u>259,432</u>
Total FALN 20.513			<u>417,493</u>
 Subtotal			<u>982,960</u>
 Total U.S. Department of Transportation			<u>2,167,316</u>
 Total Expenditures of Federal Awards			<u>\$ 2,793,918</u>

* Clustered Programs – Aging Cluster

** Clustered Programs – Federal Transit Cluster

SPAN, INCORPORATED

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of SPAN, Incorporated ("SPAN") under programs of the federal government for the year ended September 30, 2022. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance. Because the schedule presents only a selected portion of the operations of SPAN, it is not intended to and does not present the financial position, changes in net assets or cash flows of SPAN.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

SPAN accounts for all awards under federal programs using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. This basis of accounting recognizes revenue in the accounting period in which they are earned, and expenses in the accounting period in which the liability is incurred. Expenses are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenses are not allowable.



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

DATE: August 21, 2023
FROM: Jeremy Jennings, Utility Line Main Manager
ITEM: **Consider approval of the agreement with Asterra to provide satellite leak detection services of the Town's water distribution system associated with the Water System Leak Detection & Repair project, in the amount of \$116,000; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND:

This proposal from Asterra will provide for the evaluation and detection of leaks in the Town's water distribution system. As the Town's water distribution system ages, leaks and other small failures do occur. These small leaks and failures are hard to detect, as they are not visible from the surface, and contribute to water loss in the system. These leaks also contribute to structural failures of roadways, sidewalks, and other public infrastructure.

Asterra utilizes satellite imagery and data to identify areas of interest where leaks are suspected. These areas are then investigated and exact locations of leaks are identified. Repair or replacement can then be scheduled by Town maintenance staff. Asterra has provided these services to other municipalities over the years with great results. Asterra is a sole source vendor of this patented technology.

Authorization of the agreement for satellite leak detection services allows for the detection and identification of leaks in the water distribution system that are not visible from the surface.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

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

FISCAL IMPACT: \$116,000

Proposed Expenditure/(Revenue)
\$116,000

Account Number(s):
630-960-98870-6170

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

ATTACHMENTS:

1. ASTERRA Proposal for Satellite Leak Survey
2. ASTERRA Sole Source Letter

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

SAR Satellite Imagery Analysis for Underground Water Leaks

A Proposal for
Town of Flower Mound, TX



Proposal & Scope of Work

Prepared by John Stevens
Sales Development Representative, ASTERRA

July 24, 2023

BACKGROUND

ASTERRA uses Utilis-patented technology for infrastructure condition assessment, pipe replacement modeling, and leak detection in urban treated water networks, using L-band synthetic aperture radar

(SAR) mounted on a satellite. The technology is based on a proprietary algorithm that detects soil moisture resulting from treated water leaks, through the analysis of SAR data.

The scope of work contained herein details the work, product and deliverables ASTERRA will provide, as well as the roles and responsibilities of both ASTERRA and Town of Flower Mound, TX ("**Client**"). A fee schedule and a work schedule are also part of this scope of work.

RECITALS

WHEREAS, ASTERRA has developed a commercial product/service called Recover that can identify water as a result of leaking treated water pipelines, using remote sensing technology.

WHEREAS, **Client** owns and/or manages treated water distribution and transmission pipelines in area of interest (AOI) and is interested in using ASTERRA remote sensing analysis data overlay as part of a condition assessment strategy and/or to reduce non-revenue water (NRW) losses.

Therefore, to accomplish the purpose stated above, and in consideration of the mutual statements below, ASTERRA and **Client**, agree as follows:

SCOPE OF WORK

In order to meet the objectives listed above, the ASTERRA Recover deliverable under this scope of work shall be a data-driven report of potential leak areas. These potential leak areas identified by the satellite are developed using ASTERRA standard techniques of data collection and analysis. Raw SAR satellite images are received as the input, after which the ASTERRA team applies a proprietary algorithm. The image is then analyzed and potential leaks of treated water are identified. The potential leak target area is displayed as a highlighted pipe length that may be investigated by Client. The delivery report is provided via a password-protected web portal and includes GIS files, graphical leak reports, and/or a GIS web-based application. The delivery report can also be provided offline, upon request.

Main Benefits of Recover:

- **Non-invasive technology:** Deployment of sensors or hardware on the ground is not necessary. Recover can fit into Operating expense or capital expenditure budgets.

- Speed of delivery: Satellite images may be obtained and analyzed in the order of weeks after image acquisition. Once notice to proceed is given to ASTERRA. It takes between 2 and 4 weeks for data to be delivered, depending on where the satellite is in orbit.
- Increases the efficiency of traditional acoustic leak detection programs by prioritizing work locations and offering quicker response times.
- Identifies background (i.e., non-surfacing) leaks that may otherwise go undetected for long periods of time.
- Screening technology that can be used directly or indirectly for condition assessment.
- Simultaneously surveys an entire system in urban and rural areas, while also providing location intelligence at a fine resolution. Identifies leaks in areas where traditional acoustic leak detection programs may not typically survey.
- Technology is inherently agnostic to soil type, pipe material, and pipe diameter.

ROLES, RESPONSIBILITIES, AND DELIVERABLES

ASTERRA

ASTERRA will provide Recover reports notating areas containing potential leaks (i.e., areas containing soil moisture of treated water underground) using a proprietary satellite imaging algorithm across the **Client's** water system. ASTERRA will provide a primary contact person for technical and administrative purposes who will interact with **Client**.

ASTERRA responsibilities include:

- Acquiring and analyzing the satellite imagery.
- Preparing a GIS-based report of potential leak locations (a.k.a. Likely Leak Location (LLL)) or Points of Interest (POIs).
- Providing best practices for field inspection protocols to **Client**.
- Sub-contracting certified field leak detection teams (additional cost may apply).

ASTERRA deliverable includes

- **Recover (POI Output):** GIS layer containing the POIs, provided in SHP and KML format for import into a GIS system (**Client**-based as in ESRI, ESRI Partners, or ASTERRA-provided U-Collect and U-View) that can be overlaid on a map displaying streets, pipes, hydrants, valves, and potential leak information.
- **Online Dashboard:** A link to a password-protected portal with the data collected via the U-Collect field app for monitoring the project/service progress in real time and calculating key performance indicators, such as total leaks found, non-surfacing leaks found and leaks per mile. The license is active upon delivery and for three (3) months from the date of the last delivery.
- **U-Collect and U-View Licenses:** Two (2) licenses are provided for each of the following: U-Collect (allows field technician to collect data in the field), and U-View (allows field technician to view data in the field). The license is active upon delivery and for three (3) months from the date of the last delivery. Additional licenses may be purchased and/or the initial license extended in 3-month terms at the request of **Client**.
- **Kick-off meeting:** Prior to field work, an ASTERRA or ASTERRA certified team (regardless of if it is **Client**'s team or a contractor), will call a kick-off meeting to agree on the operational field plan to address **Client**'s specific needs and the best practices required to get the best results.
- **Acoustic Leak Detection Field Investigation.** Based upon selecting this option, ASTERRA will provide a certified sub-contractor for a dedicated acoustic field verification effort to investigate provided POI's and pinpoint possible leaks according to ASTERRA best practices and guidance. The leak detection field verification team(s) is proficient and experienced in using and operating acoustic equipment, such as amplified leak listeners, ground microphones, and leak noise correlators, at a minimum. ASTERRA shall provide team(s) with all needed tools to access listening points.

CLIENT

Client is responsible for providing baseline system data; work order history; and in some cases, an acoustic field verification team to inspect POIs identified by ASTERRA. **Client** shall identify a primary contact person for technical, administrative, and field inspection coordination. ASTERRA agrees to use the information described below only for **Client**'s specific project and to not share the information with any other third party.

Client responsibilities include:

- **Pipe System Information:** Prior to image acquisition, **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer (if available). ASTERRA will use this layer to identify POI locations. The GIS layer should include pipe material and diameter, length of pipeline to be analyzed, hydrants, valves, and any other detailed information available.
- **Leak Detection History (Work Orders):** **Client** shall provide ASTERRA with a detailed and accurate history of leak findings and repairs beginning one (1) week before the date the satellite image was acquired and through the project life cycle.
- **Leak Detection Performance Metrics:** **Client** shall provide ASTERRA with relevant and available performance metric data related to previous **Client**-utilized leak detection methodologies. This information will be used to calculate value metrics of the service and will be provided to **Client** in the final report for their use.

WORK PROCESS TIMELINE

- After contract signature, ASTERRA will acquire the satellite image(s). ASTERRA must have the contract signed at least 21 days prior to the satellite coverage date to move forward with the satellite data procurement. Your contract will be with Utilis Inc. The date of the acquisition is subject to technical and operational constraints of the third-party satellite operation company and may change at any time.
- Before image acquisition, **Client** will provide ASTERRA with an area of interest (AOI). Unless agreed otherwise by the Parties, the AOI is a designated geographical area to be surveyed using satellite within the **Client**-provided service area.
- During the period prior to the image acquisition, **Client** will provide ASTERRA with a GIS layer of all available treated water lines in the AOI to be analyzed. If available, **Client** will also provide a hydrant and valves layer within the AOI.
- Unless otherwise agreed upon by both the Parties, ASTERRA will provide services only in the AOI overlapping with **Client's** provided GIS pipe system layer.
- After acquiring the image and receiving the GIS pipe layers from **Client**, ASTERRA will produce the full analysis and deliver the leak report to **Client**. Image acquisition dates may be changed by a third party (satellite operator) or due to technical constraints. Delivery date may be affected due to poor image quality according to ASTERRA's quality assurance standards.
- Where applicable, leak field inspection work can begin after the leakage report has been delivered on an agreeable date between both Parties.



ASTERRA

Proposal for Town of Flower Mound, TX - July 24th, 2023
Technology by Utilis

- Field inspection work should not begin until after ASTERRA has provided training, guidance, and interpretation of the leakage report.
- Unless otherwise agreed upon by the Parties, field work with ASTERRA field engineer will be conducted only within the borders of the AOI and only within the areas within **Client's** pipe system.

CLIENT PROJECT SPECIFICS

During this service, ASTERRA will survey the following area of interest* (figure 1.1) and up to 595 miles of main and service lines combined within the image boundaries.



Figure 1.1: **Client** AOI

Once ASTERRA receives the full GIS pipe system information, the pipe and total miles analyzed per delivery will be identified. Note: both main and service lines will be counted for total pipe length calculation.

LEAK DETECTION BENCHMARK

Client is expected to find more **background leaks** per day over the course of a field survey using Recover compared with traditional methods. Examples of traditional methods include either deployable technology such as lift-and-shift loggers and correlation, or contracted leak detection professionals surveying pipe system randomly using various acoustic equipment. The path to a successful project will be achieved through the objective comparative assessment of traditional results to those of Recover.

Once system attributes and benchmark costs are set, ASTERRA will provide an analysis of expectations (benchmark), and likely outcome of reduced NRW with ASTERRA guided points of interest.

Utilizing Multiple Images

Often utilities deprioritize proactive leak detection and standard maintenance efforts due to resource constraints. In most cases, utilities are forced to use limited resources for **Client** call-ins or work orders to find, dig, and repair. This results in falling further behind the curve and results in increased pipe breakage. In order to re-invest in proactive system maintenance and leak detection, Recover provides a highly efficient means to survey points of interest and avoid blindly surveying an entire utility's system of pipes. Multiple images and deliveries over time are recommended to keep up with the demands.

Multiple flyover images are important due to the following factors:

1. A single image will identify 30-40 % of the leaks in an AOI on average, and it has been seen that additional images within a defined timeframe will add 20 - 25% more leaks within the same AOI, thus increasing the efficiency of the service.
2. Multiple images will begin to identify clusters of leaks whereby identifying areas **Client** can focus its efforts in the future.
3. These clusters of leaks can be used for asset management planning purposes, e.g., capital improvement replacement planning.
4. Leaks are continuously arising and enlarging, thus multiple images over the course of a year, or over a period of years, will continue to generate a significant number of leaks even in areas previously inspected.

PRICING

Option A: Two Full System Scans, Package Price: \$116,000

What is Included:

Two Full System scans, up to 595 linear miles of potable water lines

Baseline Leak Analysis
Leak Locations
Temporal and Spatial Leak Analysis
ASTERRA Recover Report: prioritized list of Points of Interest (POIs) for leak survey
ASTERRA Best Practices for leak survey: up to 1.5 hours remote training
Customized Success Plan
Online Support
ASTERRA Dashboard for leak detection tracking and reporting + U-Collect/U-View Apps (2 licenses)
Acoustic Leak Detection/Boots on the ground team for pinpointing – 20 days

Notes:

- PO for the total project must be received prior to satellite images being ordered for first delivery.
- Balance due upon delivery. ASTERRA will invoice for each delivery individually after analysis is sent and 14 days in advance for Acoustic field leak detection crew. Invoice will be from Utilis Inc.
- Travel Expenses for the leak detection team are included.

TERMS

ASTERRA Services, as defined in the proposal, and respective deliverables (“deliverables”) as further specified throughout this document, respectively to provide to Client potential leak information and investigative output based on the technology developed by ASTERRA, and subsequent analyses, recommendations, evaluations, ranking reports, and guidance on best practices based on the foregoing. By their nature, the Services provided and the deliverables themselves, are solely decision making and support tools acquired by Client. Any and all acts,

omissions, decisions, and performance by Client based on the Services and/or the deliverables provided to Client under the Agreement are the sole responsibility of Client and such activity does not form any part of ASTERRA Services and/or deliverables. By signing the Agreement Client signals its understanding of the scope of ASTERRA's Services, performance, and deliverables. The Agreement is with Utilis Inc., also doing business as ASTERRA.

This proposal is subject to the following terms and conditions:

- Term. The initial term of this Agreement shall be 12 months. **Client** may terminate this Agreement upon thirty (30) days' written notice to ASTERRA at the address provided in the signatures below.
- Limited Warranty. ASTERRA warrants to **Client** that it has the full authority to bestow the rights granted herein. The Services covered by this proposal are provided on an "AS IS" basis. Except for the above express warranty, ASTERRA makes no other warranties, express or implied, relating to the Services covered by this proposal. ASTERRA does not represent or warrant that the Services covered by this proposal be uninterrupted or error-free. ASTERRA disclaims and excludes any implied warranties of non-infringement, merchantability, and/or fitness for a particular purpose.
- Exclusion of Consequential Damages. ASTERRA shall not be liable toward **Client**, or any other third party for any special or consequential damages, including, without limitation, any damage or injury to business earnings, loss of data, and/or lost profits or goodwill suffered by any person arising from and/or related with and/or connected to the Services covered by this proposal, whether based on a claim or action of contract, tort, or otherwise, even if ASTERRA is advised of or should have been aware of the possibility of such damages.
- **Indemnification. NOTWITHSTANDING ANY OF THE FOREGOING, ASTERRA AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CLIENT AND ALL OF ITS PRESENT, FUTURE, AND FORMER AGENTS, EMPLOYEES, OFFICIALS, AND REPRESENTATIVES (THE "INDEMNIFIED PARTIES") IN THEIR OFFICIAL, INDIVIDUAL, AND REPRESENTATIVE CAPACITIES FROM AND AGAINST ANY AND ALL LIABILITY CREATED BY, ARISING FROM, OR IN ANY MANNER RELATING TO SERVICES PERFORMED, OR GOODS PROVIDED, BY ASTERRA. AS USED HEREIN, THE TERM "LIABILITY" INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS, AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER OR CONTRACTUAL OR STATUTORY) COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL, OR STATUTORY), OF ANY CONCEIVABLE CHARACTER, DUE TO OR ARISING FROM INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL). THE INDEMNITY PROVIDED HEREIN EXPRESSLY INCLUDES ANY LIABILITY ARISING THROUGH THE DOCTRINE OF STRICT OR PRODUCTS LIABILITY, LIABILITY ARISING UNDER THE CONSTITUTIONS OF THE UNITED STATES OR TEXAS, AND CONTRACTUAL INDEMNITY FOR THE BREACH BY ASTERRA OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. THE INDEMNITIES PROVIDED HEREIN ARE SPECIFICALLY INTENDED TO**

OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE LIABILITY WAS CAUSED IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES. ASTERRA SHALL GIVE TO THE CLIENT REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. ASTERRA SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO CLIENT IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF TOWN EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

- U-Collect and U-View License. Without diverging from the above, the terms of use and privacy policy applicable to the U-Collect and U-View licenses granted to you as part of the Service shall be as detailed in <https://www.giscloud.com/terms-of-use/>. The number of licenses of secured online/offline GIS data map viewer for displaying the delivery data on a map must be set in advance. The viewer is accessible by desktop web browser or mobile application (iOS or Android). The license will automatically expire 90 days after the last scheduled delivery.
- Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state or country. The obligations of the parties to the Agreement shall be performable in Tarrant and Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Denton County, Texas.
- Assignment of Agreement. Unless expressly agreed to elsewhere in the Agreement, no assignment by a Party to this Agreement of any rights under or interests in the Agreement will be binding on the other Party without the written consent of the Party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of the Agreement.

- Texas Public Information Act. Notwithstanding any other provision to the contrary in the Agreement, all information, documents, and communications relating to the Agreement shall be subject to the Texas Public Information Act (“Act”) and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.
- Payments. **Client** shall pay ASTERRA the amounts due in accordance with the Texas Prompt Payment Act, Texas Gov’t Code Ch. 2251. Despite any other provision to the contrary in the Agreement, interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov’t Code Ch. 2251. **Client** is tax exempt and shall not be subject to or pay for any charges for taxes under the Agreement. All payments by the **Client** under the Agreement, including any provision in the Agreement relating to penalties, overages, interest, collections, or any other additional costs, shall be subject to the annual appropriation of public funding budgeted for the specific purposes of the Agreement in accordance with the **Client’s** Charter and Texas law.
- Additional Verifications. To the extent required by Texas law, ASTERRA verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of the Contract; and (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.
- Non-collusion. ASTERRA represents and warrants that ASTERRA has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration prohibited by law to any person as an inducement to obtain the Services to be provided to **Client** under this Agreement.
- Non-discrimination. To the extent required by law, ASTERRA and the ASTERRA’S agents and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. ASTERRA shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. ASTERRA agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies as required by law.
- Governmental Immunities. ASTERRA acknowledges and agrees that **Client** is a political subdivision of the State of Texas, and **Client** is entering into this agreement pursuant to its governmental functions and is immune from suit and liability under the Constitution and laws of the State of



Proposal for Town of Flower Mound, TX - July 24th, 2023

Texas. By entering into this Agreement, **Client** does not waive any of its immunities from suit or liability, except as expressly waived by statute under Texas Local Gov't Code Ch. 271.

Acceptance

Town of Flower Mound, TX

By: _____

Name: _____

Title: _____

Date: _____

Utilis Inc., Db., ASTERRA

By: _____

Name: _____

Title: _____

Date: _____



Utilis Inc., Db., ASTERRA
4180 La Jolla Village Dr. Suite 530
San Diego, CA 92037

April 27th, 2023

Attn: **Town of Flower Mound, Texas**
2121 Cross Timbers Road| Flower Mound, Texas 75028

To Whom It May Concern:

This letter is in regard to ASTERRA and the **sole source provider status** for the Town of Flower Mound, Texas remote sensing water leak survey project. This letter is to confirm that the ASTERRA data analysis for identifying possible potable water leaks in water distribution systems is a sole source product, manufactured and sold by ASTERRA. No division of ASTERRA, nor any other company, makes a similar or competing product.

ASTERRA developed a unique and patented algorithm for leaks detection in urban freshwater distribution networks. ASTERRA uses spectral aerial imaging, taken from a satellite mounted sensor, using the L band microwave wavelength, to spot leakage in subterranean drinking water networks. Drinking water is detected, by looking for the particular spectral signature typical to drinking water.

ASTERRA analysis identifies the leaks within a search distance from the actual leak. The search distance is defined by a "Dynamic buffer", which is calculated specifically according to physical properties of the analyzed area and technical components of the satellite. For every new analysis, the size of the dynamic buffer is specifically calculated. The polygon area size varies for each analysis.

Additionally, **competition is precluded by the existence of patent:** ASTERRA' algorithm and process are patented US 9285475 Mar, 15 2016 SYSTEM AND METHOD OF UNDERGROUND WATER DETECTION assigned to ASTERRA. ASTERRA is 100% owned subsidiary of ASTERRA.

If you desire additional information, don't hesitate to contact us at 1-858-382-7066 at any time or visit our website at www.astera.io

A handwritten signature in black ink, appearing to read "James D. Perry". The signature is stylized with a long horizontal stroke at the end.

Sincerely,
James D. Perry
Executive Vice President



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

DATE: August 21, 2023

FROM: Jose Mendez

ITEM: **Consider approval of the agreement with Center for Internet Security (CIS) to provide Cybersecurity Managed Detection and Response services in the estimated annual amount of \$42,900.**

BACKGROUND: Cybersecurity has become increasingly vital for local governments' business continuity and resiliency in recent years. The addition of a Managed Detection and Response (MDR) service allows the town to enhance security measures and take a proactive approach to threat detection and response by leveraging a cooperative agreement with the Center for Internet Security (CIS), a partner of the Department of Homeland and Safety (DHS), to provide 24x7x365 Security Operation Center (SOC) services. CIS has partnered with our current anti-virus tool, Crowdstrike, to address increasingly sophisticated threats, overcome resource limitations, maintain compliance, and follow an established cybersecurity framework to protect the Town's sensitive data and critical infrastructure.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$42,900

Proposed Expenditure/(Revenue)
\$42,900

Account Number(s):
100-655-59100-5110

LEGAL REVIEW: N/A

ATTACHMENTS:

1. MDR Professional Services Order
2. MDR Services Overview

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



Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, New York 12061
United States

ORDER for Town of Flower Mound

Order: SO-230727-0043221
Created Date: 7/27/2023
Valid Through: 11/24/2023
Prepared by: John Stanley
Phone: (838) 240-6430

Order

Address Information

Bill To:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 76210
United States

Ship To:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
United States

Buying Contact: Jose Mendez

Buying Email: jose.mendez@flower-mound.com

Shipping Contact: Jose Mendez

Shipping Email: jose.mendez@flower-mound.com

Related Information

Currency: USD

Billing Frequency: One-Time

Service Lines

Product/Service	Product Code	Date	Qty	Term	List Price	Sales Price	NET
CIS Services MDR Advanced powered by CrowdStrike	CIS-MDR-ADV-CS-CISS	8/22/2023 - 8/21/2024	650	12 Mon	\$5.00	\$5.00	\$39,000.00
CIS Services MDR Spotlight powered by CrowdStrike	CIS-MDR-SPOT-CS-CISS	8/22/2023 - 8/21/2024	650	12 Mon	\$0.50	\$0.50	\$3,900.00

List Price Total: \$42,900.00

Sales Price Total: \$42,900.00

Net Amount: \$42,900.00

Balance Due Amount: \$42,900.00

Standard Terms

Please note that if the purchase(s) listed above are related to a new product/service, the Date(s) are determined based upon both the order being approved and all pre service requirements met. If the purchase(s) listed above are for a renewing product/service, the Date(s) reflect the actual term.

The fees are listed in USD and do not include any taxes (including but not limited to VAT or withholding taxes) or fees to be collected by a taxing jurisdiction, financial institution or payment processor incidental to the payment of the Balance Due Amount. If Customer is located in a country with applicable VAT/Withholding taxes, Customer is required to declare and make the VAT/Withholding payment. Once Customer makes the required VAT/Withholding payment, a copy of the receipt will be provided to CIS for our records.

Your acceptance of this Order shall constitute your intent to proceed with the purchase of the product or service listed above.

Customer: Town of Flower Mound

Signature

Name

Title

Date

Contact

 www.cisecurity.org
 services@cisecurity.org
 518-880-0699

CIS Endpoint Security Services (ESS)

CIS ESS is a managed detection and response solution powered by CrowdStrike and monitored 24x7x365 by the CIS Security Operations Center (SOC). Available to U.S. State, Local, Tribal, and Territorial government organizations, CIS ESS deploys directly on endpoint devices to help you identify, detect, respond to, and remediate security incidents and alerts.

Device-Level Cyber Defense. ESS offers device-level protection and response to strengthen an organization's cybersecurity program. It includes various ways to protect endpoints and provides active defense against cybersecurity threats, blocking both known (signature-based) and unknown (behavioral-based) malicious activity, as well as effective defense against encrypted malicious traffic.

CIS ESS doesn't just block malicious activity; it can stop an attack in its tracks by taking an active role in mitigating and remediating malware, as well as killing or quarantining files. It's also capable of tracking actions that resulted in system compromise, enabling entities to learn how to help prevent future incidents.

Protection 24x7x365. Organizations using CIS ESS have a full-time cybersecurity defense partner in the CIS Security Operations Center (SOC). Our SOC provides 24x7x365 monitoring and management, including analyzing malicious activity and escalating actionable threats. The SOC provides consolidated, actionable insights from expert analysts with industry-leading response times.

Additionally, any organization protected by this service can request the assistance of our Cyber Incident Response Team (CIRT) when they experience a cyber incident. Our CIRT analysts can reach directly into an affected system and conduct digital forensics remotely, acquiring evidence and performing analysis to determine the root cause, the scope of the incident, attack methodologies, and more.

Expand Your Multi-Tiered Defense Strategy. Adding CIS ESS to an organization's defense-in-depth portfolio helps ensure a layered approach to cybersecurity while significantly increasing the time and complexity required for cyber threat actors to compromise its network. CIS ESS capabilities are integrated into our existing defense-in-depth cybersecurity offerings for U.S. SLTTs and complement other security measures, including the CIS Critical Security Controls, Albert Network Monitoring and Management, Managed Security Services (MSS), and Malicious Domain Blocking and Reporting (MDBR).

CIS ESS with Spotlight

Bridge the Gap between Vulnerability and Threat Management. CIS ESS comes with an optional add-on module called "Spotlight." It uses an ongoing, scan-less process of collecting data from your apps and operating systems. This provides you with real-time vulnerability insights into your endpoint devices—regardless of the network to which they're connected. You can then use that information to quickly respond to endpoint security incidents and alerts.

Continuous Real-time Monitoring. CIS ESS Spotlight allows for real-time, automated, cloud-native vulnerability identification of all endpoints, whether they reside on premises, off premises, or in the cloud. Spotlight serves up vulnerability data in seconds via intuitive, user-friendly dashboards. This integrated platform helps you connect the dots from attacker to their tactics and techniques so that you can prevent exploits and post-exploit malicious activity.

By design, Spotlight has a lightweight impact on your environment and on your team. Here's what you'll get with Spotlight:

No new agents and no new infrastructure

No scans to manage, meaning no network impact

No performance impact on endpoints

Why Use CIS ESS?

Easy to deploy, low impact software solution for devices like servers and workstations

Endpoint protection both on and off network

Signature-based detections to identify known threats

Rules-based logic to discover and learn about unknown threats

Fully managed and monitored by our SOC

Remote digital forensics support by our CIRT

Compatible with on-premise, cloud, and remote systems

Assists with implementation of CIS Critical Security Controls:

Control 01: Asset Inventory

Control 02: Software Inventory

Control 04: Secure Configuration of Enterprise Assets and Software

Control 05: Account Management

Control 06: Access Control Management

Control 07: Continuous Vulnerability Management

Control 10: Malware Defense

Control 13: Network Monitoring and Defense

Control 17: Incident Response Management

CIS ESS Capabilities Managed Detection and Response



Next Generation Antivirus (NGAV)

- Cloud integrated endpoint protection
- Signature and behavioral malware prevention
- Ransomware protection
- Threat intel and threat indicators
- Exploit blocking



Endpoint Detection & Response (EDR)

- Custom detection rules
- Threat hunting
- Remote system quarantine
- Optional secure remote system access



Advanced Capabilities

- Asset inventory
- Application inventory
- User account monitoring
- Rogue device detection



Fully Managed Solution

- 24x7x365 monitoring and management by CIS SOC
- Cyber incident response team
- World-class cybersecurity experts
- Robust SLTT threat database



Customizable Device Control

- Access to management portal
- Host-based firewall control
- USB device control
- Protection on and off network



Alignment with Industry Standards

- MITRE ATT&CK framework aligned
- FedRAMP certified
- Assists with CIS Critical Security Controls Implementation

Add-on Capabilities



ESS Spotlight: Real-time vulnerability identification and management

- Real-time, ongoing vulnerability insights
- Hosted in AWS Cloud

- Protected user account
- Compatible with Windows, Linux, and macOS systems

Learn More

U.S. SLTT government entities can learn more or request more information about CIS ESS at www.cisecurity.org/services/endpoint-security-services.

For questions or more information on features and pricing, contact us at services@cisecurity.org or 518-880-0699.



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

DATE: August 21, 2023
FROM: Wendell Mitchell, Assistant Chief of Police
ITEM: **Consider approval of the 2023 Lewisville Independent School District (LISD) for a contract with the Town of Flower Mound for law enforcement services at all Marcus High School & Flower Mound High School Varsity and Jr. Varsity home games and authorize the Mayor to execute same on behalf of the Town.**

BACKGROUND: Lewisville ISD Athletic Department staff would like to enter a Cooperative Agreement allowing off-duty police officers to provide police services for all Marcus High School & Flower Mound High School Varsity and Jr. Varsity home games as in the previous several years. The uniformed officers provide security at the stadium, and traffic control for surrounding streets creates a safer environment for our citizens. The Lewisville Independent School District reimburses the hourly expenses of personnel.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

The LISD Athletic Department could contract with other law enforcement agencies (i.e. County Sheriff's Office) to perform said duties.

FISCAL IMPACT: There will be both expenditures and revenue that offset each other, as noted in Fiscal Information.

Proposed Expenditure/(Revenue)

\$26,663.17
(\$26,663.17)

Account Number(s):

100-640-43500-1XXX (associated labor cost)
100-4605 Intergovernmental Revenues

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

ATTACHMENTS:

1. Agreement for Police Services

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

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT entered into this day by and between the Town of Flower Mound, hereafter referred to as "The Town" and Lewisville Independent School District, hereinafter referred to as "LISD", for and in consideration of the mutual covenants and agreements herein set forth, WITNESSETH:

1. "Additional or outside employment" as used in this Agreement shall be defined as employment that has been approved by the Town but is not a part and parcel of the officer's regularly assigned duties or is that employment that might from time to time be further defined by proper departmental policy. The terms "additional or outside" indicate that the employment is in addition to the officer's regular duties but does not indicate that the officer is anything other than a Town employee. It is contemplated that the officer will continue to act as an employee of the Town as described herein below while performing such additional or outside duties pursuant to this Agreement.

2. This Agreement shall be construed in a manner consistent with written Town and departmental "outside employment" policy for police officers, which is incorporated into and made a part of this Agreement as though fully set forth, word for word.

3. The Town agrees to station Flower Mound Police Officers and or Flower Mound Police Supervisor as is listed in Attachment A for the purpose of providing police-related security and traffic control at the varsity and junior varsity home football games for the period beginning on September 1, 2023, and ending on August 31, 2024. Officers shall perform the services on or about the premises of Marcus High School and Flower Mound High School during the listed dates.

4. Officers will be considered employees of the Town and will receive all pay and benefits from the Town for the off-duty work as listed in Attachment B. LISD will reimburse the Town for the full amount of any and all costs associated with paying the officer for the work performed pursuant to the agreed average overtime rate, all health and retirement benefits, leave time and other fringe or employment benefits that the Town would be obligated by law or local ordinances, regulations, or policies to pay if the officer had been working for the Town. The Town will provide LISD with a statement of said compensation to be reimbursed at the conclusion of the 2023 Marcus and Flower Mound High School football season. Payment from LISD to the Town will be made within 15 calendar days from the date of the statement.

5. Officers will be subject to, and shall abide by, all Town and departmental rules and regulations as well as complying with all local, state, and federal laws.

6. This Agreement shall be subject to state laws regarding vacations, holidays, and sick leave for police officers.

7. This Agreement shall continue in full force and effect during the listed dates under the terms and conditions provided herein, unless terminated in writing by notice given at least 30 days prior to the expiration of any contract year.

8. This Agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Texas. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the Mayor and duly authorized representative of the Town. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the Town, and the Town shall be free to reinstate any such term or condition.

WITNESS the hands of the parties hereto this 15th day of August, 2023.

Lewisville Independent
School District



Craig Martin, Executive Director of
Purchasing,

Derek France, Mayor,
Town of Flower Mound

ATTACHMENT A

Flower Mound Varsity Schedule

09/01/2023	vs.	Lake Highlands	5 Police Officers / 1 Police Supervisor
09/29/2023	vs.	Marcus	7 Police Officers / 1 Police Supervisor
10/13/2023	vs.	Hebron	5 Police Officers / 1 Police Supervisor
11/03/2023	vs.	Plano West	5 Police Officers / 1 Police Supervisor

Flower Mound Junior Varsity Schedule

09/07/2023	vs.	Guyer/McKinney	1 Police Officer
09/21/2023	vs.	Lewisville	1 Police Officer
09/28/2023	vs.	Marcus	1 Police Officer
10/05/2023	vs.	Plano East	1 Police Officer
10/12/2023	vs.	Hebron	1 Police Officer
10/19/2023	vs.	Plano	1 Police Officer
10/26/2023	vs.	Coppell	1 Police Officer
11/02/2023	vs.	Shepton/Jasper	1 Police Officer

Marcus Varsity Schedule

09/22/2023	vs.	Hebron	5 Police Officers / 1 Police Supervisor
10/06/2023	vs.	Coppell	5 Police Officers / 1 Police Supervisor
10/20/2023	vs.	Lewisville	5 Police Officers / 1 Police Supervisor
10/27/2023	vs.	Plano	5 Police Officers / 1 Police Supervisor

Marcus Junior Varsity Schedule

09/06/2023	vs.	Eules Trinity	1 Police Officer
09/14/2023	vs.	TBD	1 Police Officer
09/21/2023	vs.	Hebron	1 Police Officer
09/28/2023	vs.	Flower Mound	1 Police Officer
10/05/2023	vs.	Coppell	1 Police Officer
10/12/2023	vs.	Plano West	1 Police Officer
10/19/2023	vs.	Lewisville	1 Police Officer
10/26/2023	vs.	Plano	1 Police Officer
11/02/2023	vs.	McMillen/Flower Mound	1 Police Officer

**August 2024 games TBD – will be covered by this Attachment

ATTACHMENT B

LABOR COST:

Salary Analysis based on the Town of Flower Mound 2023-2024 fiscal year average hourly overtime rates of all patrol officers, sergeants and lieutenants projected to perform work on this contract, 288.5 hours.

<u>Average Overtime Rate</u>		<u>Per Hour</u>
Salary:	\$70.20 avg. hourly	\$70.20
FICA:	7.65%	\$5.37
Retirement:	11.30%	\$7.93
Health Ins. Avg. Cost	\$16,262.75	\$7.82
Workers Comp.	1.41%	\$0.99
Supp. Death	\$0.025 per \$1,000	\$0.00
LTD:	\$0.16 per \$100	<u>\$0.11</u>
Total Labor Cost Per Overtime Hour		\$92.42
Total Number of Contract Hours		288.5
Total Labor Cost for Contract		<u>\$26,663.17</u>



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

DATE: August 21, 2023
FROM: Clay Riggs, Dir of Public Works
ITEM: **Consider approval of a Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., for Work Order System Migration and GIS services for the Utility Asset Management project, in the amount of \$147,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town Public Works Maintenance and Operations divisions have been utilizing the Antero work order system for preventative maintenance and asset tracking of the Town's Wastewater Treatment Plant, remote Lift Stations, and Water Pump Stations. The system is antiquated, not GIS centric, and much of Staff's knowledge has been lost due to retirements and attrition. The other Public Works divisions (Water, Sewer, Streets, Drainage, Signs & Markings, and Signals) utilize the CityWorks work order system for service requests, work order generation, asset management, and asset tracking. CityWorks is also GIS centric, much easier to use, and Staff has a great institutional knowledge using the system.

This professional services agreement will allow for the migration of internal components of the wastewater and water facilities from Antero, migration of assets into GIS, and training Staff to use CityWorks to accomplish asset management goals. Migrating away from Antero will reduce the number of IT systems the Town is required to manage and consolidate asset information and work order history into a single platform that will aid in asset management, reporting, and asset analytics. These services will also migrate asset information such as pumps, valves, wells, and other components that operate the Town's wastewater and water facilities to the Town's GIS environment that can be viewed by other Public Works divisions and Town departments. This will allow for Staff to better manage the operations and assets of the Town's wastewater treatment plant, remote lift stations, and water pump stations. In addition, the Town currently has enough CityWorks licenses to accommodate the Maintenance and Operations divisions without increasing the annual CityWorks software maintenance costs and will eliminate the annual costs to support the Antero work order system.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Continue to use a combination of paper work orders and the antiquated Antero work order system.

FISCAL IMPACT: \$147,000.00

Proposed Expenditure/(Revenue)
\$147,000.00

Account Number(s):
630-960-96004-6170

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

This contract is entered into on this _____ day of _____, 20____, 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 **BURNS & MCDONNELL ENGINEERING COMPANY, INC.** (“hereinafter referred to as “CONSULTANT/ENGINEER”) whose address is 9400 Ward Parkway, Kansas City, MO 64114

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT/ENGINEER relative to general project management, ESRI software consulting and project management, Cityworks software consulting and software management, Geographic Information Systems (GIS) consulting and project management, and GIS engineering; and

WHEREAS, CONSULTANT/ENGINEER is an engineering and consulting 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/ Engineer

CONSULTANT/ENGINEER 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 general project management, software programming, software project management, GIS project management and engineering, 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. CONSULTANT/ENGINEER has represented or is representing that it has expertise in the services set forth in Attachment A to be utilized in this Contract, and CONSULTANT/ENGINEER agrees to perform those services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT/ENGINEER shall perform such services as are necessary for the ESRI software, Cityworks software, and GIS engineering 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 Attachment A 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 the amount set forth in Attachment A. This total payment for services includes CONSULTANT/ENGINEER’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/ENGINEER. If CONSULTANT/ENGINEER retains any subcontractors to perform any of the work, CONSULTANT/ENGINEER 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/ENGINEER will bill TOWN in accordance with Attachment “A”; provided however that this Contract shall control in the event of any conflict between the language in Attachment “A” and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT/ENGINEER 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.

CONSULTANT/ENGINEER will submit to TOWN an invoice for payment to CONSULTANT/ENGINEER in accordance with Attachment A. Each invoice shall also

state the 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/ENGINEER'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/ENGINEER 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

The parties may agree to revise or expand the scope of services after due approval CONSULTANT/ENGINEER by the parties pursuant to Section XVI. In CONSULTANT/ENGINEER such case, CONSULTANT/ENGINEER shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT/ENGINEER 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/ENGINEER 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/ENGINEER thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT/ENGINEER 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. If so terminated, TOWN shall pay CONSULTANT/ENGINEER all amounts due CONSULTANT/ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by CONSULTANT/ENGINEER in terminating the services.

VII.

Ownership of Documents

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

VIII.

Insurance

A. CONSULTANT/ENGINEER shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT/ENGINEER shall not commence work under this Contract until CONSULTANT/ENGINEER has obtained all the insurance required under this Contract and such insurance certificate has been provided to TOWN, nor shall CONSULTANT/ENGINEER allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and evidenced. 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” is purchased if coverage expires and is not replaced. The insurance requirements shall remain in effect throughout the term of this Contract. TOWN and CONSULTANT/ENGINEER and their respective officers, directors, agents, or employees release each other and waive all rights of subrogation against each other, and their respective officers, directors, agents, or employees, for property damage and property loss covered by their respective property insurance (including deductibles and self-insurance) during and after the completion of CONSULTANT/ENGINEER’s services on the project.

CONSULTANT/ENGINEER shall provide the Town certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. 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 \$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 CONSULTANT/ENGINEER and insuring CONSULTANT/ENGINEER'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 combined single limits of \$1,000,000 per occurrence, \$2,000,000 Products/Completed Operations Aggregate and \$2,000,000 general aggregate. 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 combined bodily injury and property damage limit of \$1,000,000.00 each accident; and
4. Professional Liability Insurance: CONSULTANT/ENGINEER 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" is purchased if coverage expires and is not replaced. Limits of liability shall be \$1,000,000 per claim and \$1,000,000 annual aggregate.

If any of the foregoing insurance is written on a claims-made form, coverage shall be maintained (by renewal or extended reporting period) for thirty-six (36) months following completion of CONSULTANT/ENGINEER's services/work. All such insurance shall be purchased from an insurance company that meets a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.

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

1. The TOWN shall be included as an additional insured on the Commercial General Liability policy, by using endorsements CG 203 7 07/04 or equivalent;
2. The TOWN shall also be included as an additional insured on the Business Automobile Liability policy;
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town to:

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

In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.

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 Commercial General Liability and Business Automobile Liability policies providing additional insured coverage to TOWN shall be primary and non-contributory; and

C. Concerning insurance to be furnished by CONSULTANT/ENGINEER, 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/ENGINEER. 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;
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT/ENGINEER agrees to the following:

1. CONSULTANT/ENGINEER hereby waives subrogation rights for loss or damage to the extent same are covered by the Commercial General Liability and Business Automobile Liability insurance. The Commercial General Liability and Business Automobile Liability 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 losses covered by the policies where additional insured coverage is provided;
2. Companies issuing the insurance policies and CONSULTANT/ENGINEER 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/ENGINEER;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT/ENGINEER (or any subcontractors) shall not relieve CONSULTANT/ENGINEER 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/ENGINEER from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT/ENGINEER 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.
Intentionally Deleted**

X.
Successors and Assigns

TOWN and CONSULTANT/ENGINEER 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/ENGINEER shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT/ENGINEER Limitation of Liability

Neither party is liable for any special, indirect, incidental, punitive, or consequential damages to the other. The excluded damages include, but are not limited to, by way of example, loss of profits; loss of savings or revenue; loss of use of the equipment, sublicensed software, licensed software, services, or data; cost of capital; cover costs, or cost of any substitute performance or replacement of equipment, facilities or services; third party consequential damages; and damage or loss property.

Notwithstanding any other provision herein, CONSULTANT/ENGINEER's maximum aggregate liability to TOWN for all claims arising out of or related to this Contract shall be limited to the specific remedies provided herein, but shall not exceed \$3,000,000. The limitations of liability provided herein in this Section XI shall apply should it be judicially determined that the specific remedies provided elsewhere in this Contract fail in their essential purpose.

XII.
Intentionally Deleted

.

XIII.
Independent Contractor

CONSULTANT/ENGINEER'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/ENGINEER or TOWN under this Contract shall be construed as changing that status. CONSULTANT/ENGINEER 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/ENGINEER, 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/ENGINEER.

XIV. Default

If at any time during the term of this Contract, CONSULTANT/ENGINEER 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/ENGINEER 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/ENGINEER'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/ENGINEER hereunder, CONSULTANT/ENGINEER shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT/ENGINEER'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. Intentionally Deleted

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/ENGINEER shall be incorporated by written modification to this Contract.

XVII. Conflicts of Interest

CONSULTANT/ENGINEER covenants and agrees that CONSULTANT/ENGINEER 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/ENGINEER pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT/ENGINEER.

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/ENGINEER 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/ENGINEER 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/ENGINEER 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/ENGINEER, was known to CONSULTANT/ENGINEER prior to the date of this Contract free of any obligation to keep it confidential, that the receiving party can demonstrate was independently developed by the receiving party without reliance on or reference to the disclosing party's Confidential Information, or are required to be disclosed by a governmental authority or by law. The obligations described in this Article XVIII shall expire two (2) years following the termination or completion of this Contract.

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/ENGINEER is otherwise notified:

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

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

Brian Hiller
Director, Geospatial Technologies
1898 & Co., a division Burns & McDonnell Engineering Company,
Inc.
9400 Ward Parkway
Kansas City, MO 64114
816-652-2820 Telephone
brian.hiller@1898andco.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/ENGINEER 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/ENGINEER's income.

XXI.

Non-Discrimination

CONSULTANT/ENGINEER 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 ensure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT/ENGINEER 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/ENGINEER ineligible for future TOWN contracts until it is determined to be in compliance.

XXII. Arbitration

CONSULTANT/ENGINEER 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

Except where exclusive remedies are provided or damages are waived or limited herein, no other 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. The parties expressly agree that this Contract includes (i) this Professional Services Agreement; (ii) Exhibit A; and (iii) the Town of Flower Mound's Addendum to this Professional Services Agreement. Collectively, these documents will be known as the Contract and additionally referred to as the "Contract Documents").

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by either party 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. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT/ENGINEER) 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/ENGINEER 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/ENGINEER.

[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/ENGINEER:
Burns & McDonnell Engineering Company,
Inc.



By: _____
Name: Brian Hiller
Title: Director, Geospatial Technologies

Date Signed: July 24th, 2023

State of Texas §
 §
County of _____ §

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

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

Notary Public, State of Texas

My Commission Expires:

Attachment A: Scope of Work

Cityworks Facilities Implementation Support

Submitted To: City of Flower Mound, TX

Date: July 24, 2023





July 24, 2023

Mr. Clay Riggs | Public Works Director
City of Flower Mound, TX
201 Spinks Rd.
Flower Mound, TX 75028

Re: Proposal for Cityworks Current State Assessment, User Training, System Updates, and Facilities System Implementation

Dear Mr. Riggs

The City of Flower Mound, TX (the City) has been a user of the Cityworks platform for many years and the system is critical for effectively managing and maintaining the City's assets. Over time, the City's needs and expectations of the system have evolved and so has the technology. New departments have begun using the system and staff turnover has occurred for existing users.

1898 & Co., a division of Burns & McDonnell, is providing the proposal below to help the City implement Cityworks for water and sewer facilities online with the Cityworks system, and migrating historical content from Antero into Cityworks and GIS so information is not lost. The goal of the project is to help the City improve asset management practices, provide higher levels of service to stakeholders, and realize the greatest return on the City's investment in Cityworks and their GIS systems.

We are the right partner to assist the City with this important effort. We are a gold Cityworks business partner with over 10 years' experience implementing the Cityworks Asset Management System, a gold Esri Business Partner with the ArcGIS Utility Network specialty for the Water/Wastewater Industry, and we have deep industry knowledge of public works and water infrastructure from more than 100 years of experience designing and constructing water, wastewater, and municipal infrastructure for clients like Flower Mound.

If you have any questions about our proposal, please contact me at 816-652-2820 or brian.hiller@1898andco.com

Sincerely,

Brian Hiller, Director, Geospatial Technologies



Introduction

Staying in stride with the modern world takes intelligent investment and optimized business strategy. Experienced consultants prepare you to meet the demands of changing markets so you can face the future with confidence.

Because the future won't wait. The consultants at 1898 & Co, combine experience with business strategy know-how to bring new answers to your challenges.

Burns & McDonnell has been building the future since 1898. Our corporation has had a front seat to witnessing our clients' desire for sustainable growth in a world transforming before their eyes. 1898 & Co. was launched by Burns & McDonnell to better serve you by looking beyond your individual projects and programs, delivering the strategic insights that will help you prosper in an ever-evolving world. 1898 & Co. delivers practical, data driven strategies through business optimization and strategic asset planning, digital transformation and software solutions, and security and compliance consulting.

An integral part of Burns & McDonnell

As part of Burns & McDonnell, our team can draw upon the vast experience created by the firm's 120+ years of architectural, engineering and construction history; after all, 1898 is the year Burns & McDonnell was founded. We not only effectively optimize and integrate business solutions, but also build the infrastructure you need to use them.

This background also gives us the unique ability to understand the entire life cycle of an asset - no matter the industry. In this way, we unlock the solutions that drive smarter business decisions, improving your organization and growing value. At 1898 & Co., we know the future won't wait. We strive to show you the way forward, then deliver it.

Optimize your business

Today's industries are ever-changing to meet the needs of the modern world. Your business must do the same. Optimizing your decisions and your strategy gives you better insight and unlocks the future.



Industries we serve

- Aviation
- Chemicals, Oil & Gas
- Commercial, Retail & Institutional
- Construction
- Environmental
- Government, Military & Municipal
- Manufacturing & Industrial
- Power
- Telecommunications
- Transportation
- Water



We provide data-driven management consulting and business strategies to strengthen your people and assets by identifying opportunities for improvement. No matter your business objectives, we help you take an effective approach to tomorrow's challenges.



Digitally transform

Finding a path through the maze of emerging technologies means staying ahead of disruptions and forecasting where industries are headed. But digital transformation is about more than simply implementing new tools. Maintaining organizational agility also means shifting culturally to meet the changes as they come.

We offer innovative strategies and solutions that scale with your business objectives. Our technology approach brings these strategies to life to help you accelerate growth and remain competitive in fluctuating markets.

Manage your risk

Threats to the cyber and physical assets of your business continue to evolve, and more threats become apparent every day. Protecting your assets is key to maintaining the reliability of your equipment, systems, and output to deliver consistent services to customers.

With a deep understanding of complex industries and the regulatory landscape, we bring insights to your business, building a systematic, structured, and holistic approach to risk management that meets your needs and remains cost-effective.

GIS and Cityworks Qualifications

With a team of technology professionals around the world, many of whom specialize in the usage, planning, implementation, and extension of Geographic Information Systems (GIS), 1898 & Co. has the people, skills, and experience necessary to help you with your GIS project.





1898 & Co. has experience with a wide variety of data formats and all facets of GIS, from backend systems to end-user applications. Our team of GIS consultants work across a range of industries, and we bring that breadth of experience to help solve some of the world's biggest challenges.

We have experience supporting the following types of projects:



Utility Network Management
Specialty



ArcGIS Indoors
Specialty



Release Ready
Specialty



ArcGIS Online
Specialty



- Enterprise system deployments and upgrades
- System integration efforts
- Application development
- Asset management & Cityworks implementations
- Enterprise GIS consulting
- Geospatial analytics
- Site/route selection
- Utility network model Geospatial analysis
- Mobile application deployment and project management
- Geospatial roadmap and strategic plan development
- GIS managed services
- GIS staff augmentation
- ArcGIS Utility Network implementations
- Project ArcGIS Online Environments
- Safe Software FME Consulting and Implementation



1898 & Co. is a Gold level Business Partner with GIS software leader Esri. We have been a business partner since 2005 and have actively participated in the Business Partner Advantage Program since 2015. 1898 & Co. helps our clients stay up to date with the latest advancements in the ArcGIS platform. Our staff is actively engaged with Esri on existing technology offerings and participates in alpha and beta testing opportunities to guide and mold the future of the ArcGIS platform. Esri has recognized 1898 & Co.'s experience with the ArcGIS Utility Network, ArcGIS Online, and ArcGIS Indoors by awarding us the ArcGIS Utility Network, ArcGIS Online, and ArcGIS Indoors specialty business partner designations. 1898 & Co. staff members are certified at the highest levels in Esri Enterprise System Administration and Enterprise System Design.



1898 & Co. is a Gold Level Cityworks implementation partner. We have been helping water and wastewater client's setup and configure Cityworks for over a decade. We have experience helping organizations implement the Cityworks Asset Management System (AMS) and Cityworks Permitting, Licensing, and Land (PLL).

1898 & Co. has helped client's setup Cityworks specific workflows to respond to Sanitary Sewer Overflows (SSOs), manage Fats, Oil, and Grease (FOG) programs, track capital projects and warranty information and other water/sewer specific workflows. In addition, we have helped setup and design unidirectional flushing programs, water-main break response tools, large-scale hydrant inspection programs, private Inflow/Infiltration (I/I) programs, and sewer, rehabilitation programs.



Objectives, Purpose, and Background

The City has been using Cityworks for many years and there have been a variety of opportunities identified to improve the use of the system and realize a greater return on the City's investment in the platform.

1898 & Co. will support the City with implementing Cityworks at their wastewater and water facilities. Facility implementation will include data migration from Antero, migrating assets into GIS, and training facilities staff to use Cityworks to accomplish their business objectives. Migrating away from Antero will help reduce the number of IT systems the organization is required to manage and consolidate asset information and work history into a single platform which will aid in reporting and asset analytics.

Scope of Work, Consultant's Responsibilities and Deliverables

1898 & Co. proposed support consists of helping to implement Cityworks in the water and wastewater facilities with the addition of 100 hours of as-needed support to assist with Cityworks improvements, data cleanup, system inventory, user training, etc.

Kickoff Meeting

To kick off the project 1898 & Co. proposes to hold a meeting with the primary stakeholders for the Water/Wastewater facilities Cityworks implementation.

The kickoff meeting will confirm goals and requirements for the project, list primary focus areas, and identify stakeholders that should be engaged throughout the project. The kickoff meeting will be held onsite at City facilities followed by stakeholder requirements gathering sessions. If follow up information is needed Microsoft Teams virtual meetings will be used.

Task 1. Facility Setup in Cityworks

1898 & Co. will work with the City of Flower Mound to implement Cityworks for the wastewater and water facilities. Implementation will include the following activities:

- Facility asset GIS data model design
- Facility asset data migration from Antero to the City's GIS environment
- GIS web service publishing and integration to Cityworks
- Cityworks facility asset type creation
- Business process and work activity setup
- Standard Operation Procedure updates
- Facility staff user training and change management support

Assumptions:



The City has the following number of wastewater and water facilities:

- 1 Wastewater treatment plant
- 21 Lift Stations
- 5 ground storage tanks
- 3 pump stations
- 3 elevated tanks

Asset inventory and asset data creation is not included in this scope of work. It is assumed that all facility asset records exist within Antero and those assets can be exported from the system and incorporated into the City's GIS and Cityworks systems. Data cleanup is not included in this task. If data cleanup is required professional services hours can be used from the 200 hour as-needed support task. Facility work activity type creation will be limited to approximately 20 different work activity types.

Task 2. Facility Staff Cityworks Training

1898 & Co. staff will conduct up to 24 hours of customized end-user training with two consultants supporting the training classes. The training can be remote or in-person at City facilities. If the training is in-person, training will be conducted over contiguous days.

The end-user training will provide an overview of the Cityworks system and focus on Flower Mound specific configurations. The trainings will be tailored to the business processes and workflows setup for the City's facilities users. In-person training will be augmented with virtual training sessions held via Microsoft Teams.

Task 3. Historical Data Migration from Antero to Cityworks

After the facility assets and work activities have been setup in the City's GIS and Cityworks environments, 1898 & Co. team will assist with migrating work history from Antero into the City's Cityworks environment. Work activities will be migrated into the system as historical records searchable in Cityworks.

Assumptions:

Data migration will utilize Cityworks Application Programming Interfaces (APIs) (Service Request, Work Order) and Safe Software FME. If the City does not have the Cityworks APIs or access to Safe Software FME those systems can be purchased separately, or temporary licenses may be requested from the software vendor for the purposes of data migration.

Task 4 - As-Needed Support for Cityworks and GIS Updates and Improvements

The 1898 & Co. team will use the information gathered during the stakeholder interviews, the data review process, and feedback provided by the city to assist with implementing identified improvements to the Cityworks and GIS systems. Improvements will be prioritized and authorized by City's staff prior to commencing work. A monthly report will be provided showing how many hours of the 100 support hours have been used and how many support hours are remaining.



Support may include, but is not limited to, the following activities:

- Cityworks AMS system updates (work activity template creation, updates, etc.)
- User training
- Business process redesign and standard operating procedure updates
- Implementation of Cityworks mobile technology (Cityworks Respond or native mobile apps)
- Implementation of Cityworks Insights
- GIS data model updates
- Data cleanup
- Report updates
- Cityworks Inbox configuration / updates
- Dashboard development support
- ArcGIS Enterprise / Portal implementation support

For assistance beyond 100 hours of consulting needs, a support agreement may put in place to provide as-needed assistance, billed on an hourly basis.

Pricing, Compensation, Terms and Conditions, and Invoicing

1898 & Co. proposes to provide professional consulting services to execute the described project under the terms and conditions outlined in the attached professional services agreement between Burns & McDonnell Engineering Company, Inc. and the Town of Flower Mound, TX. Based on the scope of work identified above, we propose to perform these services on a lump-sum basis for the not to exceed price of \$147,000 outlined below.

Invoices will be delivered monthly, and the project will be billed on percent complete basis of the follow 4 tasks.

Service	Pricing
Task 1 – Facility Setup in Cityworks and GIS	\$73,500
Task 2 – Standard Operating Procedure Updates and Facility Staff Training	\$26,250
Task 3 - Historical Data Migration from Antero to Cityworks	\$21,000
Task 4 - 100 Hours of Support for Cityworks and GIS Updates and Improvements	\$26,250
Total	\$147,000



Assumptions

This lump sum proposal is based on the following assumptions:

- ▶ The City's staff will be available and will provide input during the information gathering sessions.
- ▶ A maximum of 10 stakeholder interviews will be conducted.
- ▶ The City will provide access to Cityworks and GIS environments with the system privileges required to assist with system updates, data review, and data migration support.
- ▶ Unless otherwise stated, meetings and training sessions will be held remotely via Microsoft Teams
- ▶ Data for migration from Antero will be exported from the system in a spreadsheet format by Flower Mound staff and provided to 1898 & Co. for incorporation into Cityworks.
- ▶ Antero data migration consists of work orders, inspections, and asset records. Work history data will be bulk uploaded into Cityworks using Cityworks Application Programming Interfaces (APIs). City will have access to Cityworks APIs for purposes of data migration.

Performance Period & Project Location

1. Scope of Work Start Date: September of 2023
2. Anticipated Scope of Work Completion Date: March of 2024
3. Location of Performance: two two-day onsite visits to the City's facilities plus remote meetings with using Microsoft Teams

We are excited about the opportunity to assist the city with this important project. If you have any questions concerning this proposal, please contact Brian Hiller at 816-652-2820 or brian.hiller@1898andco.com.

Sincerely,

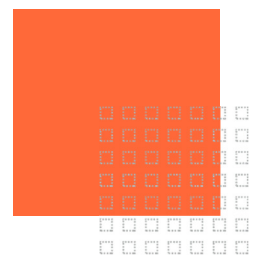


Brian Hiller, Director, Geospatial Technologies



9400 Ward Parkway
Kansas City, MO 64114
816-333-9400

1898andCo.com





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

DATE: August 21, 2023
FROM: Kay Wilkinson, Director of Budget Services
ITEM: **Consider approval of a resolution suspending the September 1, 2023, effective date of CoServ Gas Ltd.'s requested rate increase in order for the Town to study the request with other cities in the service area.**

BACKGROUND: On July 28, 2023, CoServ Gas filed its Statement of Intent to change gas rates at the Railroad Commission of Texas and in all municipalities exercising original jurisdiction within its service area, effective September 1, 2023.

CoServ is seeking to increase its annual revenues in incorporated areas by \$10,314,726, which is an increase of 7.5% including gas costs, or 27.3% excluding gas costs. CoServ is also requesting: (1) new depreciation rates for distribution and general plant; (2) a prudence determination for capital investment; (3) specification of the factors to be used in any Interim Rate Adjustment Filing the Company makes pursuant to Texas Utilities Code § 104.302; and (4) a surcharge on customer bills to recover the reasonable rate case expenses associated with the filing of this statement of intent.

This resolution suspends the September 1, 2023 effective date of the Company's rate increase for the maximum period permitted by law to allow the Town, working in conjunction with other similarly situated cities with original jurisdiction served by CoServ, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the Town to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the Town fails to take some action regarding the filing before the effective date, CoServ's rate request is deemed approved.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: The Town is using the Steering Committee of Cities Served by CoServ documents created by Lloyd Gosselink Rochelle & Townsend, P.C.

ATTACHMENTS:

1. Suspension Resolution

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

RESOLUTION NO. _____

**RESOLUTION OF THE TOWN OF FLOWER MOUND
SUSPENDING THE SEPTEMBER 1, 2023 EFFECTIVE
DATE OF COSERV GAS, LTD.'S REQUESTED RATE
CHANGE TO PERMIT THE TOWN TIME TO STUDY THE
REQUEST AND TO ESTABLISH REASONABLE RATES;
APPROVING COOPERATION WITH OTHER CITIES IN THE
COSERV SERVICE AREA, TO HIRE LEGAL AND
CONSULTING SERVICES AND TO NEGOTIATE WITH THE
COMPANY AND DIRECT ANY NECESSARY LITIGATION
AND APPEALS; REQUIRING REIMBURSEMENT OF THE
STEERING COMMITTEE OF CITIES SERVED BY COSERV
GAS' RATE CASE EXPENSES; FINDING THAT THE
MEETING AT WHICH THIS RESOLUTION IS PASSED IS
OPEN TO THE PUBLIC AS REQUIRED BY LAW;
REQUIRING NOTICE OF THIS RESOLUTION TO THE
COMPANY AND LEGAL COUNSEL**

WHEREAS, on or about July 28, 2023, CoServ Gas Ltd ("CoServ" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102 filed with the Town of Flower Mound ("Town") a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within its service area, effective September 1, 2023; and

WHEREAS, the Town is a gas utility customer and a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, § 104.001 et seq. of GURA has exclusive original jurisdiction over CoServ's rates, operations, and services within the Town; and

WHEREAS, in order to maximize the efficient use of resources and expertise, it is reasonable for the Town to cooperate with other cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, it is not possible for the Town to complete its review of CoServ's filing by the September 1, 2023 effective date proposed in CoServ's Statement of Intent; and

WHEREAS, the Town will need an adequate amount of time to review and evaluate CoServ's rate application to enable the Town to adopt a final decision as a local regulatory authority with regard to CoServ's requested rate increase; and

WHEREAS, GURA § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, GURA § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the Town Council and made a part hereof for all purposes.

SECTION 2. That the September 1, 2023, effective date of the rate request submitted by CoServ on July 28, 2023, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 3. That the Town is authorized to cooperate with other cities in the CoServ service area, CoServ Gas Cities, and subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas L. Brocato of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C. and consultants, to review CoServ's filing, negotiate with the Company, make recommendations to the Town regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the Town or Railroad Commission.

SECTION 4. That the Town's reasonable rate case expenses shall be reimbursed by CoServ.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. That a copy of this Resolution shall be sent to CoServ, care of Charles D. Harrell, CoServ Gas Ltd., 7701 South Stemmons, Corinth, Texas 76210-1842, and to Thomas Brocato, counsel for CoServ Gas Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725 (tbrocato@lglawfirm.com).

SECTION 7. That this Resolution shall be and become effective from and after its adoption.

PASSED AND APPROVED this 21st day of August, 2023.

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: August 21, 2023
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of Pavement Crack & Joint Sealant Services from Curtco, Inc., through a City of Grand Prairie contract, in the estimated annual amount of \$100,000.00**

BACKGROUND: This item is to approve the purchase of pavement crack & joint sealing services for the Street Services division, using the City of Grand Prairie's contract with Curtco, Inc.

Each fiscal year, funds are allocated through the Street Services division's budget for pavement crack and joint sealing in areas where the concrete pavement has cracked and/or joints have separated creating intrusion of surface water and causing damage to the pavement subgrade. Public Works is interested in utilizing the City of Grand Prairie contract with Curtco to provide pavement crack and joint sealant services. Curtco, Inc. has provided the Town with this service in the past, and staff is confident of their ability to perform this service satisfactorily.

The City of Grand Prairie contract is a one (1) year period that was awarded by their Council on August 17, 2021, and consists of four (4) optional one-year renewal periods. Staff is interested in utilizing the contract for the remainder of the second year, which was renewed September 1, 2023, and the remaining two 1-year renewal periods.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and Grand Prairie entered into an interlocal agreement effective May 3, 2010. The initial term of the agreement was one year, and automatically renews annual, unless cancelled by either part.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve this item would limit the amount of joint and crack sealing pavement maintenance the Street Services division could perform on the Town's roadway network.

FISCAL IMPACT: \$100000

Proposed Expenditure/(Revenue)
\$100,000.00

Account Number(s):
100-690-92240-4303

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Pavement Crack & Joint Sealing (21119) - Initial Contract
2. Pavement Crack & Joint Sealing (21119) - Renewal thru 08-31-2024

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

Dept: * Public Works

Contract ID: 21186 R1

Contact Name: Kimberley Ruiz

Contact Phone: * 8089

Contact Email: * kgruiz@gptx.org

Vendor Name: Curtco, Inc.

Vendor Email: cwheatcraft@aol.com

Project Name: Pavement Crack & Joint Sealing (21119)

Summary Renewal 1 with price redetermination

Permanent Retention *

☐ Yes

☒ No

Contract Amount

\$ 2,810,000.00

Total Contract Amount over all terms

\$ 14,050,000.00

Account #

Work Order #

Implementation Date

9/1/2022

Termination Date

8/31/2023

Council Approval Date

8/17/2021

Contract Approvals

Department Manager:



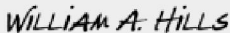
Date 7/21/2022

City Attorney Signature



Date 7/25/2022

City Manager Signature



Date 7/26/2022

City Secretary Signature



Date 7/26/2022

**CITY OF GRAND PRAIRIE
AMENDMENT TO PRICE AGREEMENT**

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY"), and **CURTCO** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide pavement crack & joint sealing services, per bid award resulting from vendor's response to RFB #21119, submitted by Curtis Wheatcraft on July 8, 2021; and

WHEREAS the above-referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$14,050,000.00 if all extensions were exercised. The Agreement was effective as of September 1, 2021, and was to terminate at midnight on August 31, 2022, unless the parties mutually agree in writing to extend the term of the Agreement through an allowable renewal option, or unless otherwise terminated as provided in paragraph XVI of the original Agreement; and

WHEREAS, the above-referenced agreement provides that VENDOR may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to execute the first of the four available renewal options and extend the contract expiration to midnight on August 31, 2023 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The CITY agrees that the price redetermination is acceptable and in the best interest of the CITY and such price increase, which is attached hereto and incorporated herein as Exhibit A; and
3. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$2,810,000.00, to reflect the contract renewal; and
4. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30)

days prior notice of any material change in coverage or of cancellation of such policies, and Vendor shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract; and

5. This shall constitute an authorization for extension of the Agreement as set out in the agreement between the parties, and an amendment to such Agreement. All of the terms and conditions of the original Agreement shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

6. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:

City of Grand Prairie
ATTN: Kimberley Ruiz, Senior Buyer | Purchasing Division
300 W. Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237- 8089 | Email kgruiz@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Dane Stovall
1821 S SH161, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8256 | Email dstovall@gptx.org

VENDOR:

Curtco, Inc.
ATTN: Curtis Wheatcraft
6133 Hwy 27, Center Point, TX, 78010
Phone 830-634-3434 | Email cwheatcraft@aol.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such

change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

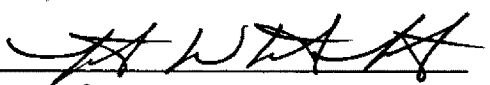
7. VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

EXECUTED this the _____ day of _____ 7/26/2022, 20__.

CITY OF GRAND PRAIRIE, TEXAS

By: 
Deputy City Manager

CURTCO, INC.

By: 
Printed
Name: CURTIS WHEATERAFT
Title: PRESIDENT

ATTEST:

for 
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:


Megan Mahan, City Attorney

By Akeem Ayinde, Assistant City Attorney

CURTCO INC.
 6133 HWY 27
 CENTER POINT, TX 78010
 PHONE 830-634-3434
 FAX 830-634-3435

Date: June 17th, 2022
 RE: Bid Price Adjustment
 RFB 21119
 Attn: Kim Ruiz, City of Grand Prairie

Curtco Inc., like everyone else is experiencing a substantial increase in the cost of labor, fuel, and material. Most of the increases have occurred since the start of 2022.

Our labor cost is up by less than 5% however if we don't increase our pay scale by 10%, we will start losing employees.

Fuel is up almost 100% from last year.

Polyflex 3, the main product that we use to seal cracks, cost .47/Lb. in 2021. Polyflex 3 now costs .605/Lb., which is a 29% increase

We are experiencing a 25-50% increase in the cost of parts to repair our equipment.

We are requesting a 15% increase on Bid Items 1, 2, & 3. In addition we are requesting a 19% increase on Bid Item 4. We are not asking for an increase on Item 5- Dust Control. If approved, the unit pricing would increase as follows:

<i>Description</i>	<i>Old price</i>	<i>New price</i>
1.Routing and Seal Crack Concrete	\$1.40	\$1.61
2.Routing and Seal Crack Asphalt	\$1.40	\$1.61
3.Joint Sealing Services	\$1.40	\$1.61
4.Crack Sealing Services	\$0.42	\$0.50
5.Dust Control	\$1.00	\$1.00

Please find some correspondence regarding the price of Polyflex 3 in 2021 Vs. 2022

Sincerely,


 Curtis Wheatcraft



CRAFCO, INC.
6165 WEST DETROIT STREET
CHANDLER, AZ 85226
FED I.D. 86-0324978

INVOICE EXHIBIT A

PAGE 1 OF 1

Remit To: CRAFCO, INC.
DEPT #2279
PO Box 11407
BIRMINGHAM AL 35246-2279

Bill To: 924519
CURTCO, INC
CURTIS 940-395-1762
6133 HIGHWAY 27
CENTER POINT TX 78010

INVOICE # 9402587377
INVOICE DATE 10/22/2021
DUE DATE 11/21/2021

Ship To: 2029570

FREIGHT TERMS PPD

CURTCO, INC
11201 FM 1190
SANGER TX 76266

PLANT TX10 CRAFCO NAPLES
BOL NUM 82793081
TERMS Due in full within 30 days

P.O. NUMBER	S.O. NUMBER	QUOTATION NUMBER
VERBAL-IOE	2682090	BBBQ41830-01

Item #	Material #	Item Description	Quantity	Units	Unit Price	Amount USD
000001	34521-3	POLYFLEX TYPE 3	45000	LB	0.4500	20,250.00

SALES AMOUNT 20,250.00

FREIGHT 780.85

SUB TOTAL 21,030.85

CITY OF DENTON

45,000 LB

*TOTAL Cost
Per Pound
Delivered
0.474 / #*

ADDITIONAL NOTES:

All sales are subject to Crafcos Terms and Conditions of Sale which may be found at www.crafcos.com/Terms-of-Sale.pdf

NO STATEMENT WILL BE FURNISHED

PLEASE PAY THIS AMOUNT

21,030.85

From: Curtis Wheatcraft <cwheatcraft@aol.com>
Sent: Thursday, June 16, 2022 2:10 PM
To: kristenwheat@outlook.com
Subject: Fwd: CrafcO sealant pricing follow up

-----Original Message-----

From: Chase Smith <Chase.Smith@crafcO.com>
To: Curtis Wheatcraft (cwheatcraft@aol.com) <cwheatcraft@aol.com>
Sent: Wed, Jun 15, 2022 4:04 pm
Subject: CrafcO sealant pricing follow up

You bought Polyflex for \$0.505/lb back in Feb. 2022.
Currently, Polyflex is running \$0.585/lb. $+ 2 \text{ cents/pound}$

Chase Smith
Territory Manager
Office/Site: 469-520-4622
Mobile: 469-520-4622
email: chase.smith@crafcO.com

CrafcO, Inc.
2314 Richland Ave.
Farmers Branch, TX 75234
Main: 602-276-0406
www.shopcrafcO.com
www.crafcO.com

6/16/22
MATERIAL CURRENTLY COST.
 $60.5¢/\text{pound}$

Both the individual sending this e-mail and CrafcO, Inc. intend that this electronic message be used exclusively by the individual or entity to which it is addressed. This message may contain information that is privileged or confidential and thereby exempt and protected from unauthorized disclosure under applicable law. If the reader of this message is not the intended recipient, be aware that any disclosure, dissemination, distribution or copying of this communication, or the use of its contents, is not authorized and is strictly prohibited. If you have received this communication and are not the intended recipient, notify the sender immediately, permanently delete the original message from your e-mail system and do not keep a hard copy of the message.



CURTIN1

OP ID: KH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Concepts of San Antonio, Inc. 11120 Wurzbach, Suite 201 San Antonio, TX 78230-2426	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Curtco, Inc. 6133 Hwy 27 Center Point, TX 78010-5596	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Addison Insurance Company</td> <td>10324</td> </tr> <tr> <td>INSURER B: United Fire Lloyds</td> <td>43559</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Addison Insurance Company	10324	INSURER B: United Fire Lloyds	43559	INSURER C: Texas Mutual Insurance Company	22945	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Addison Insurance Company	10324														
INSURER B: United Fire Lloyds	43559														
INSURER C: Texas Mutual Insurance Company	22945														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	X COMMERCIAL GENERAL LIABILITY			60424006	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X AUTOMOBILE LIABILITY			12308290	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR			60424006	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001152369	01/01/2022	01/01/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFB #21119 Pavement Crack & Joint Sealing Services
 See attached endorsements that provide automatic Additional Insured and Waiver of Subrogation provisions when required by written and executed contract: CG 7208 7/17, CA 7109 1/17 and WC 42 03 04 B.

CERTIFICATE HOLDER**CANCELLATION**

GRANPR1 City of Grand Prairie PO Box 534045 Grand Prairie, TX 75053-4045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

**TEXAS - EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage – Borrowed Equipment
- * Property Damage Liability – Elevators
- * Coverage D – Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E – Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate – \$500 Deductible
- * Coverage F – Electronic Data Liability Coverage – \$50,000
- * Coverage G – Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate – \$1,000 Deductible
- * Coverage H – Water Damage Legal Liability – \$25,000
- * Coverage I – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program – Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations – extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- * Contractors Blanket Additional Insured – Products – Completed Operations Coverage – Including Upstream Parties
- * Automatic Additional Insured – Vendors
- * Automatic Additional Insured – Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured – Managers or Lessor of Premises
- * Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations
- * Additional Insured – Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured – Employee Injury to Another Employee
- * Automatically included – Aggregate Limits of Insurance (per location)
- * Automatically included – Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence – Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * “Insured Contract” redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 14 FOR CHANGES
AFFECTING YOUR INSURANCE PROTECTION**

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended:

1. To read SUPPLEMENTARY PAYMENTS

2. Bail Bonds

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II – WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following :

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured – Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

- a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **a.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. Other Insurance b. Excess Insurance (1).(a) is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition (5) of 2.c.

- (5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

10. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. The following conditions are added in regard to **Coverage G – Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 1/1/21 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001152369 of Texas Mutual Insurance Company effective on 1/1/21

Issued to: CURTCO INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

12/30/20

Dept: * Purchasing

Contract ID: 21186 R2

For: Public Works

Bid Number: 21119

Contact Name: Rashmi B Kulkarni

Contact Phone: * 8372

Contact Email: * rkulkarni@gptx.org

Vendor Name: Curtco, Inc.

Vendor Email: cwheatcraft@aol.com

Project Name: Pavement Crack & Joint Sealing Services

Summary Exercising the second of four, one-year renewal options through 8/31/24

Permanent Retention *

☐ Yes

☒ No

Contract Amount

~~\$ 2,810.00~~
2,810,000.00
Account #

Total Contract Amount over all terms

~~\$ 14,050.00~~ **14,050,000.00**

Work Order #

Implementation Date

9/1/2023

Termination Date

8/31/2024

Council Approval Date

8/17/2021

Contract Approvals

Department Manager:

Sign

Date

City Attorney Signature

Sign

Date 6/29/2023

City Manager Signature

Sign

Date 6/30/2023

City Secretary Signature

Gloria Colvin

Date 6/30/2023

Legal Reviewer

Which attorney previously reviewed this contract?

Akeem Ayinde



June 28, 2023

Curtco, Inc.
ATTN: Curtis Wheatcraft, President
6133 Hwy 27, Center Point, TX, 78010

Subject: Renewal 2 of 4 for RFB #21119

Good Morning,

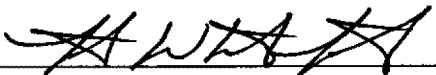
The City and Curtco, Inc., entered into the referenced contract for Pavement Crack and Joint Sealing Services, which provides for renewal options. The current term of the contract will expire on August 31, 2023, and the City wishes to renew the contract for an additional year under the same terms and conditions and in accordance with this letter through August 31, 2024. If you wish to renew the contract, please acknowledge your desire to do so by responding "I agree" to this letter. By acknowledging your desire to renew the contract, you warrant that you are authorized to execute the renewal on behalf of the contracting party.

☒ If you wish to renew the contract.

☐ If you do not wish to renew the contract, please explain.

Please attach a current Certificate of Insurance showing that insurance is in the effect of the types and kinds required under the contract. Attached are a sample COI and insurance exhibit.

If you have a question, please feel free to contact me.

Signature  Date 6/28/23

Respectfully,
Rashmi Kulkarni, Sr. Buyer



CURTIN1

OP ID: LS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Concepts of San Antonio, Inc. 11120 Wurzbach, Suite 201 San Antonio, TX 78230-2426	210-691-0067	CONTACT NAME: Lana Sund	
		PHONE (A/C, No, Ext): 210-691-0067	FAX (A/C, No):
		E-MAIL ADDRESS: lsund@insuranceconcepts-sa.com	
INSURED Curtco, Inc. 6133 Hwy 27 Center Point, TX 78010-5596	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Fire Lloyds		43559
	INSURER B: Addison Insurance Company		10324
	INSURER C: Texas Mutual Insurance Company		22945
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	60424006	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	12308290	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			60424006	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		X	0001152369	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFB No. 21119 - Crack & Joint Sealing Service
See the automatic Additional Insured and Waiver of Subrogation provisions that apply when required by written and executed contract per the attached endorsements CG 7208 (pp 1, 5, 6 and 12), CA 7109 (pp 1, 2, and 6) and WC 42 03 04 B.

CERTIFICATE HOLDER

CANCELLATION

GRANPR1 City of Grand Prairie PO Box 534045 Grand Prairie, TX 75053-4045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Lana Sund</i>

**TEXAS - EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non - owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage \$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage \$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense \$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
- * Contractors Blanket Additional Insured - Limited Products - Completed Operations Coverage
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- * Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * "Insured Contract" redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 14 FOR CHANGES AFFECTING
YOUR INSURANCE PROTECTION**

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item 1.b. is amended as follows:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED**A. The following change is made:****Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:**4. BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction or Service Agreement With You

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Limited Products Completed Operations Coverage

- a. Any person(s) or organization(s), but only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard" is an insured.

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Coverage will cease five years from the completion of "your work" if:
 - (a) a timeframe is not stipulated in the written contract or written agreement; or
 - (b) a timeframe longer than 5 years is stipulated in the written contract or written agreement.

However if a lesser timeframe is stipulated in the written contract or written agreement then that time frame will prevail.

- b. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. The following are added:

1. Condition (5) of 2.c.

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

10. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.
- g. Claims Handling

(1) Within 15 days after we receive written notice of claim, we will:

- (a) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
- (b) Begin any investigation of the claim; and
- (c) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

(2) We will notify you in writing as to whether:

- (a) The claim or part of the claim will be paid;
- (b) The claim or part of the claim has been denied, and inform you of the reasons for denial;
- (c) More information is necessary; or
- (d) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/1/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001152369 of Texas Mutual Insurance Company effective on 1/1/23

Issued to: CURTCO INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

12/28/22



TOWN COUNCIL AGENDA J.11. CONSENT ITEM(S)

DATE: August 21, 2023
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Consider approval of a resolution delegating plat approval authority and extension approval authority pursuant to House Bill 3699.**

BACKGROUND: The 88th Regular Session of the Texas Legislature enacted [House Bill 3699](#) (codified in Chapter 212 of the Texas Local Government Code), granting municipalities the authority to delegate the approval, approval with conditions, or disapproval of plats to designated officers or employees. Currently, plats, including development plans (preliminary plats) are a ministerial function under state law. This means these development applications must be approved if they meet all state and Town requirements. They are not discretionary.

House Bill 3699 (HB3699) goes into effect on September 1, 2023. In addition to granting municipalities the authority to delegate the approval, approval with conditions, or disapproval of plats to designated officers or employees, it amends several other provisions of Chapter 212 of the Texas Local Government Code (TLGC). Chapter 212 of the TLGC governs municipal regulations of subdividing property (platting). Town staff is still evaluating the impact of this bill on the Town's code and will bring forward land development regulation amendments in order to ensure compliance with HB3699.

Among other things, HB3699 prescribes a strict shot clock for municipalities to approve, approve with conditions, or deny plats within 30 days from the time an applicant submits a plat application.

Since the necessary amendments to Town code cannot be processed prior to the effective date of the bill, this resolution delegates to the Director of Development Services the authority to approve, approve with conditions, or disapprove plats (as that term is defined in Chapter 212 of the TLGC), in accordance with the provisions outlined in HB3699. The Director of Development Services shall exercise this authority consistent with all applicable laws, regulations, and ordinances.

This delegation of authority will ensure compliance with the shot clock components of HB3699 while the Town is working to bring forward the additional amendments necessary to comply with the bill.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$N/A
N/A

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

ATTACHMENTS:

1. HB3699 Resolution

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

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO.****A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS,
DELEGATING PLAT APPROVAL AUTHORITY AND EXTENSION
APPROVAL AUTHORITY PURSUANT TO HB 3699; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the 88th Regular Session of the Texas Legislature enacted House Bill 3699 (codified in Chapter 212 of the Texas Local Government Code), granting municipalities the authority to delegate the approval, approval with conditions, or disapproval of plats to designated officers or employees;

WHEREAS, the governing body of the Town of Flower Mound recognizes the benefits of streamlining administrative processes while maintaining prudent oversight of plat approvals;

WHEREAS, under the provisions of House Bill 3699, the governing body of a municipality is authorized to extend the 30-day period for plat approval by up to 30 days, subject to specific conditions.

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

Section 1.**Delegation of Plat Approval Authority**

The Town Council hereby delegates to the Director of Development Services, or designee, the authority to approve, approve with conditions, or disapprove plats (as that term is defined in Chapter 212 of the Texas Local Government Code) within the jurisdiction of the Town of Flower Mound, in accordance with the provisions outlined in House Bill 3699. The Director of Development Services shall exercise this authority consistent with all applicable laws, regulations, and ordinances.

Section 2**Extension of Plat Approval Period**

The Town Council further authorizes the Director of Development Services, or designee, to approve requests for extensions of the 30-day period described by the relevant subsections, as outlined in House Bill 3699, for one or more periods, each not to exceed 30 days, provided that the following conditions are met:

1. The applicant submits a written request for an extension of the plat approval period to the municipal authority responsible for plat approval or the governing body of the municipality, as applicable.
2. The Director of Development Services, or designee, approves the extension request.

Section 3

Effective Date

This Resolution shall take effect September 1, 2023.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 21ST DAY OF AUGUST, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA K.1. REGULAR ITEM(S)

DATE: August 21, 2023
FROM: Kay Wilkinson, Director of Budget Services
ITEM: **Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024.**

BACKGROUND: The Town is required by Section 102.006 of the Texas Local Government Code and Section 9.07 of the Town Charter to hold a public hearing on the proposed budget. During the public hearing on the proposed budget, all interested persons shall be given an opportunity to be heard for or against any item, or the amount of any item, therein contained.

The Fiscal Year 2023-2024 Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 31, 2023. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 17, 2023.

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.



TOWN COUNCIL AGENDA K.2. REGULAR ITEM(S)

DATE: August 21, 2023

FROM: Kay Wilkinson, Director of Budget Services

ITEM: **Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024.**

BACKGROUND: Section 363.204 of the local government code requires a public hearing to consider the proposed annual budget of the Crime Control and Prevention District (Crime District). In addition, at the March 3, 2008 Town Council meeting, the Town Council acting as the Board of Directors for the Crime District, adopted alternative budget procedures for the Crime District to follow the procedures and public hearing requirements for the Town's annual budget process.

The Fiscal Year 2023-2024 Crime District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 31, 2023. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 17, 2023.

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.



TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

DATE: August 21, 2023

FROM: Kay Wilkinson, Director of Budget Services

ITEM: **Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024.**

BACKGROUND: Section 344.204 of the local government code requires a public hearing to consider the proposed annual budget of the Fire Control, Prevention, and Emergency Medical Services District (Fire District). In addition, at the March 3, 2008 Town Council meeting, the Town Council acting as the Board of Directors for the Fire District, adopted alternative budget procedures for the Fire District to follow the procedures and public hearing requirements for the Town's annual budget process.

The Fiscal Year 2023-2024 Fire District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 31, 2023. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 17, 2023.

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.



TOWN COUNCIL AGENDA K.4. REGULAR ITEM(S)

DATE: August 21, 2023
FROM: Chuck Russell, Principal Planner
ITEM: **Public Hearing to consider a request for a Specific Use Permit No. 484 (SUP23-0001 – Super Star Car Wash) to permit an automatic car wash. The property is generally located northeast of Flower Mound Road and west of Long Prairie Road. (PZ recommended denial by a vote of 6 to 0 at its June 26, 2023, meeting.)**

BACKGROUND:

- Size – 0.994 acres
- Zoning – Planned Development District-29 (PD-29) for Retail District-2 (R-2) uses
- Proposed use – Automatic Car Wash
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – Based on the proposed car wash and the immediate surrounding properties, trip generation using the ITE Trip Generation manual was conducted. A deceleration lane was not required based on the expected volume of turning vehicles.
- Exceptions – N/A
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended denial by a vote of 6 to 0 at its June 26, 2023, meeting.
The applicant no longer wishes to pursue the subject project and is requesting the application be denied without prejudice.

ALTERNATIVES: N/A

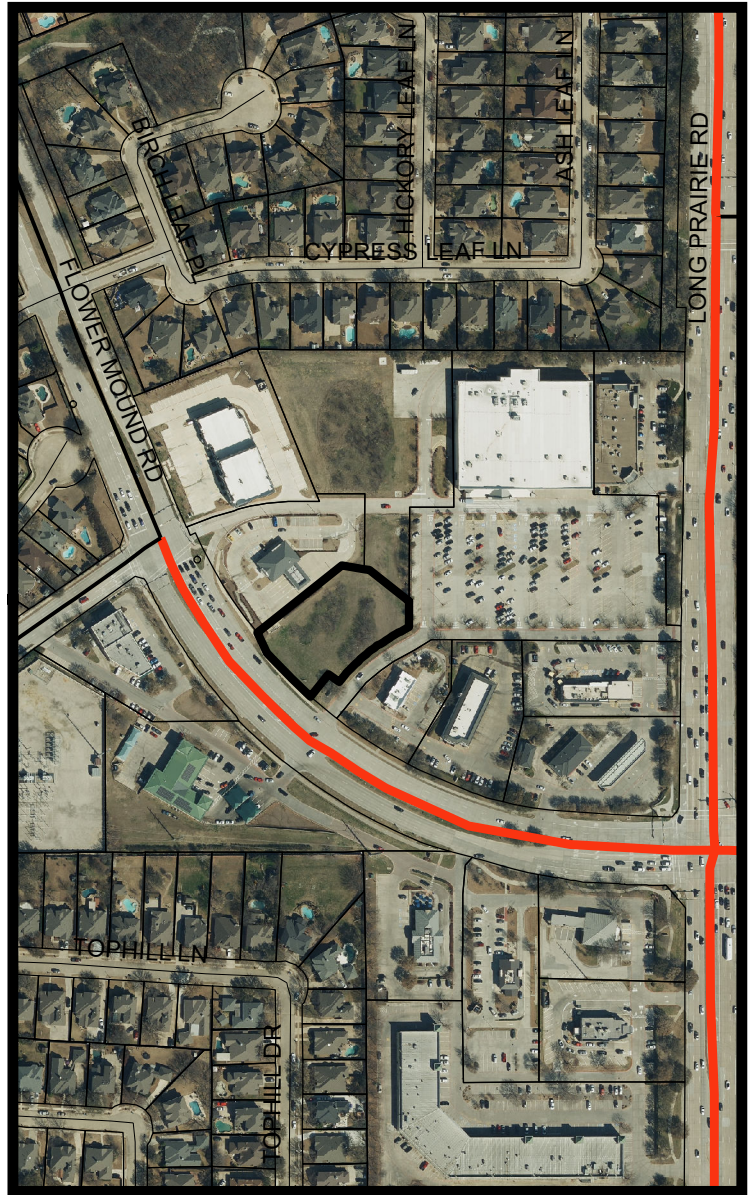
FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Map - Zoning & Aerial
2. DRAFT Ordinance
3. DRAFT Exhibits

DRAFT MOTION: Move to deny without prejudice.



0 285 570 1,140

Page 269 of 424

**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. 484 (SUP-484) FOR A CAR WASH, AUTOMATIC, USE ON CERTAIN PROPERTY DESCRIBED AS 0.994 ACRES OF LAND AND BEING ALL OF LOT 8, BLOCK 1 OF THE LAKE FOREST PLAZA ADDITION, PHASE 3, DENTON COUNTY, TEXAS, AND ZONED PLANNED DEVELOPMENT DISTRICT-29 (PD-29) FOR R-2 RETAIL DISTRICT-2 USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (the “Town”) 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 heretofore adopted the Land Development Regulations of the Town, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 0.994 acres of land being all of Lot 8, Block 1 of the Lake Forest Plaza Addition, Phase 3, Denton County, Texas, has filed an application for a Specific Use Permit for a car wash, automatic, use; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on June 26, 2023, and the Town Council held a public hearing on August 21, 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 and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

The Land Development Regulations of the Town, as amended, are hereby amended on the hereinafter described property and area as shown below:

0.994 acres of land, being all of Lot 8, Block 1 of the Lake Forest Plaza Addition, Phase 3, Denton County, Texas, and zoned Planned Development District-29 (PD-29) with R-2 Retail District-2 uses.

The property shall remain in the Planned Development District-29 (PD-29) with R-2 Retail District-2 uses and Specific Use Permit No. 484 (SUP-484) is hereby approved for a car wash, automatic, use, as more fully described in the exhibits attached hereto and incorporated herein.

SECTION 2

The Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations of the proposed car wash, automatic, use, attached hereto as Exhibits "A", "B," and "C," each incorporated herein for all purposes allowed by law, are hereby approved as the Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations for this Specific Use Permit No. 484 (SUP-484).

SECTION 3

The official Zoning Map of the Town is amended and the Director of Planning Services is directed to revise the official Zoning Map to reflect the approved Specific Use Permit No. 484 (SUP-484), as set forth above.

SECTION 4

The use of the Property described above shall be subject to all restrictions, terms, and conditions contained herein, as well as the regulations contained in Ordinance Nos. 46-85, 05-86, 22-86, 06-90, 12-94, 52-94, 86-95, 42-96, 51-97, 65-98, 69-98, 38-00, 40-03, 38-04, and 78-04 for Planned Development District No. 29 (PD-29), all applicable regulations contained in the Land Development Regulations, and all other applicable and pertinent ordinances of the Town.

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 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 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 is hereby directed to publish the caption in the official newspaper of the Town 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 21ST DAY OF AUGUST, 2023.

APPROVED:

Derek France, MAYOR

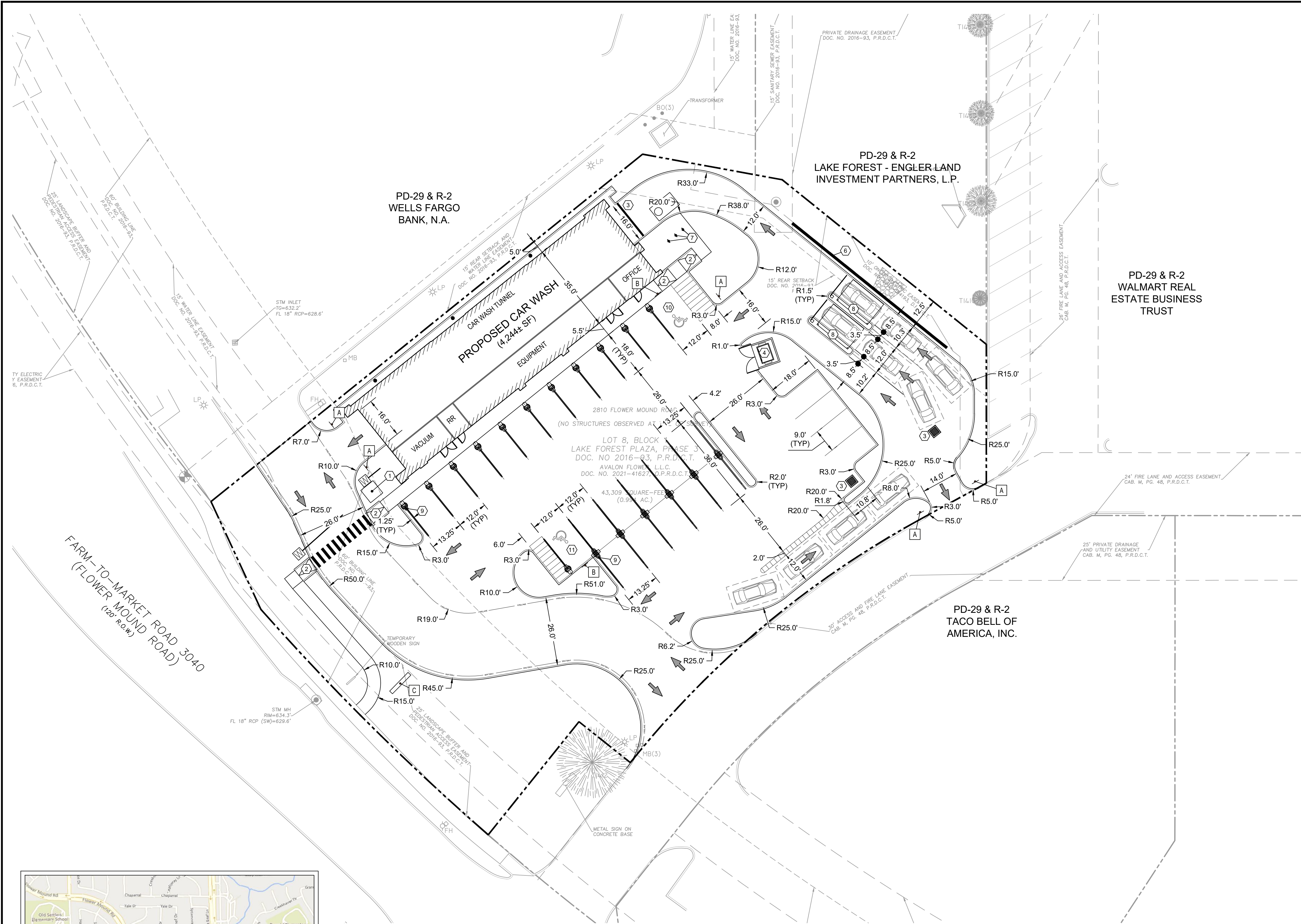
ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit A

Exhibit B

Exhibit C



SYMBOL KEY	
①	PAD MOUNTED TRANSFORMER
②	BARRIER FREE RAMP (BFR)
③	PROPOSED DRAINAGE STRUCTURE
④	PROPOSED DUMPSTER ENCLOSURE
⑤	TRANSITION CURB
⑥	PROPOSED RETAINING WALL
⑦	BICYCLE RACK
⑧	CAR WASH PAY STATION (TYP)
⑨	VACUUM BAY EQUIPMENT (TYP)
⑩	TYPICAL ADA ACCESSIBLE PARKING STALL
⑪	ADA ACCESSIBLE VACUUM BAY

SIGNAGE SYMBOL KEY	
A	"DO NOT ENTER" SIGN (R5-1) AND POST
B	ACCESSIBLE PARKING SIGNAGE AND POST
C	MONUMENT SIGN (SITE SIGN)

LEGEND	
PROPERTY LINE	---
PROPOSED FACE AND BACK OF CURB	=====
FIRELANE	----
PROPOSED SIGN	---
PROPOSED FIRE HYDRANT	FH
PROPOSED SANITARY MANHOLE	⊙
PROPOSED AREA INLET	■
TRAFFIC FLOW ARROW	→
TYPICAL TRAFFIC QUEUE SPACE	10.0' x 20.0'

SITE DATA	
LOT 8, BLOCK 1, LAKE FOREST PLAZA, PHASE 3	
ADDRESS:	2810 FLOWER MOUND ROAD
CITY:	FLOWER MOUND
COUNTY:	DENTON
STATE:	TEXAS
LOT AREA:	0.994 ACRES (43,309 SF)
ZONING:	PD-29 & R2
CURRENT USE:	VACANT
PROPOSED USE:	AUTOMATIC CAR WASH
BUILDING DATA:	
BUILDING AREA	4,244 SF
- TUNNEL	2,730 SF
- MECHANICAL/ELECTRICAL/MISC.	1,321 SF
- OFFICE	193 SF
BUILDING HEIGHT	35' (1 STORY)
BUILDING COVERAGE	9.80%
LANDSCAPE:	
PERVIOUS AREA	10,778 SF (24.89%)
IMPERVIOUS AREA	32,531 SF (75.11%)
PARKING SUMMARY	
REQUIRED:	
1 SP / 250 SF (OFFICE)	1
1 SP / 750 SF (TUNNEL/MECH.)	5
TOTAL REQUIRED	6
PROVIDED:	
STANDARD PARKING STALLS	4
ADA ACCESSIBLE PARKING STALLS	1
TOTAL PROVIDED	5
BICYCLE PARKING PROVIDED:	3
DRAINAGE	
PROPOSE TO COLLECT STORMWATER WITH INLETS AND PIPE UNDERGROUND TO THE EXISTING DETENTION POND ALONG THE NORTHEAST PROPERTY LINE.	

**** NOTICE TO CONTRACTORS - TOPOGRAPHIC SURVEY ****

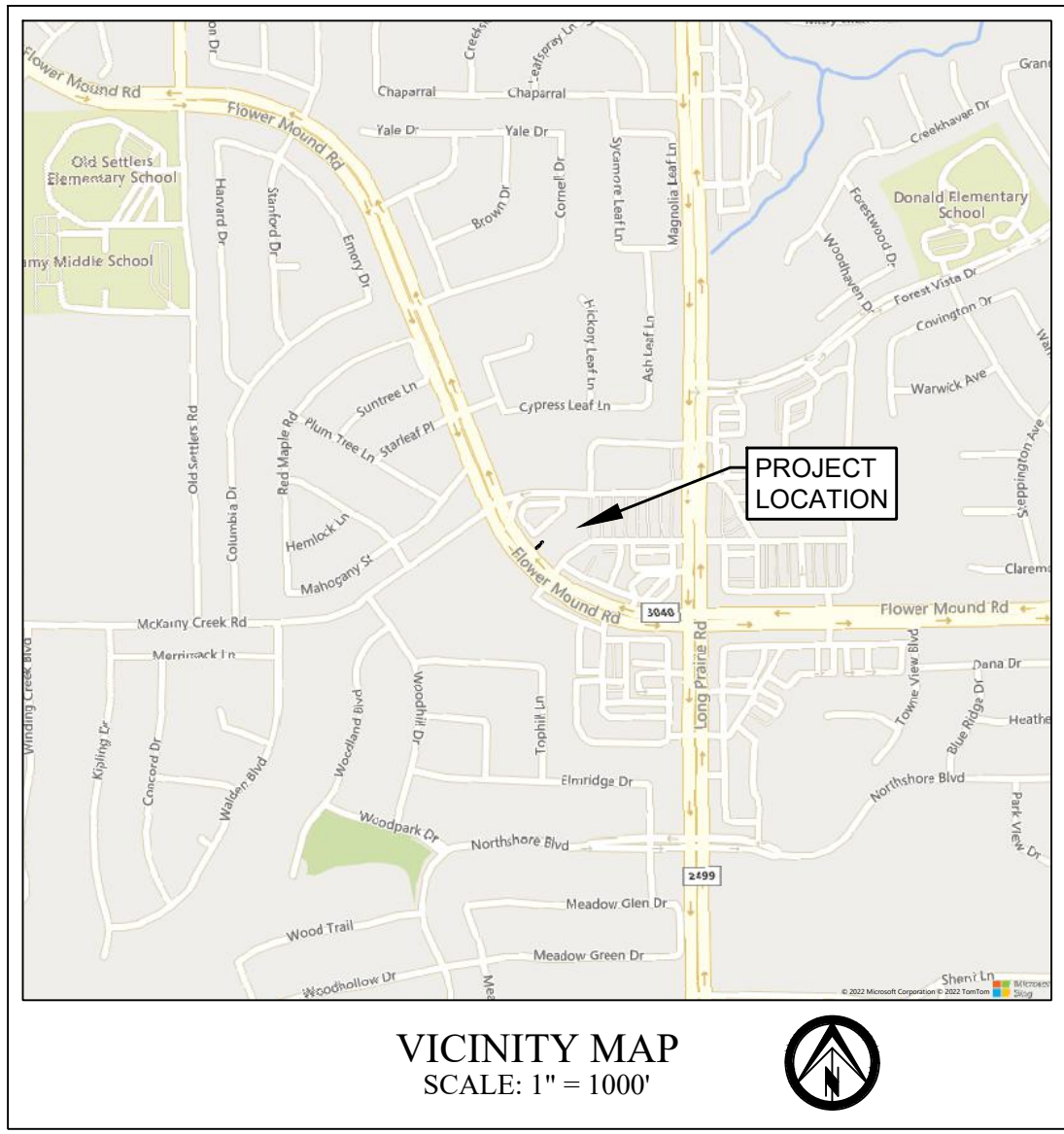
TOPOGRAPHIC INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY PERFORMED BY WINDROSE LAND SERVICES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY, IN WRITING, OF ANY DISCREPANCIES OR OMISSIONS TO THE TOPOGRAPHIC INFORMATION. THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR CONFIRMING THE LOCATION (HORIZONTAL/VERTICAL) OF ANY BURIED CABLES, CONDUITS, PIPES, AND STRUCTURES (STORM SEWER, SANITARY SEWER, WATER, GAS, TELEVISION, TELEPHONE, ETC.) WHICH IMPACT THE CONSTRUCTION SITE. THE CONTRACTOR(S) SHALL NOTIFY THE OWNER AND ENGINEER IF ANY DISCREPANCIES ARE FOUND BETWEEN THE ACTUAL CONDITIONS VERSUS THE DATA CONTAINED IN THE CONSTRUCTION PLANS. ANY COSTS INCURRED AS THE RESULT OF NOT CONFIRMING THE ACTUAL LOCATION (HORIZONTAL/VERTICAL) OF SAID CABLES, CONDUITS, PIPES, AND STRUCTURES SHALL BE BORNE BY THE CONTRACTOR. ADDITIONALLY, THE CONTRACTOR(S) SHALL NOTIFY THE OWNER AND ENGINEER IF ANY ERRORS OR DISCREPANCIES ARE FOUND ON THE CONSTRUCTION DOCUMENTS (PS&E), WHICH NEGATIVELY IMPACT THE PROJECT. THE ENGINEER AND OWNER SHALL BE INDEMNIFIED OF PROBLEMS AND/OR COST WHICH MAY RESULT FROM CONTRACTOR'S FAILURE TO NOTIFY ENGINEER AND OWNER.

****FLOOD NOTE****

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE ENTIRE SITE IS OUTSIDE OF THE 100 YEAR FLOOD ZONE.

ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS FLAG POLES MUST COMPLY WITH THE REGULATIONS IN SECTION 86-4. - PROHIBITED SIGNS.

811
Know what's below.
Call before you dig.
THESE PLANS ARE SUBJECT TO REVIEW & APPROVAL BY JURISDICTIONAL ENTITIES.



OWNER
AVALON DEVELOPMENT
7333 E. DOUBLETREE RANCH ROAD, SUITE 140
SCOTTSDALE, AZ 85258
CONTACT: SCOTT WHITTINGTON
PHONE: (480) 376-8750
EMAIL: scott@avalindevelopment.com

CIVIL ENGINEER
LANGAN ENG. AND ENVR. SERVICES, INC.
1101 E SE LOOP 323, SUITE 101
TYLER, TX 75701
CONTACT: CARTER DELLENY, PE
PHONE: (903) 324-8400
EMAIL: cdelleny@langan.com

SURVEYOR
WINDROSE LAND SERVICES
1955 LAKEWAY DRIVE, SUITE 220
LEWISVILLE, TX 75057
CONTACT: MARK PEEPLES, RPLS
PHONE: (214) 217-2544
EMAIL: mark.peeples@windroseservices.com

DEVELOPER
SUPER STAR CAR WASH
1830 N 95TH AVENUE, SUITE 106
PHOENIX, AZ 85037
CONTACT: LUKE EID
PHONE: (412) 628-5535
EMAIL: leid@scwaz.com

ARCHITECT
AO ARCHITECTS
144 N ORANGE STREET
ORANGE, CA 92866
CONTACT: DUC HUYNH
PHONE: (714) 639-9860
EMAIL: duch@aoarchitects.com

LANDSCAPE ARCHITECT
COJAX DESIGNS
PO BOX 8232
GREENVILLE, TX 75404
CONTACT: JILL ROGERS
PHONE: (972) 670-9407
EMAIL: cojaxdesigns@outlook.com

06/14/2023	CITY COMMENTS	03
05/01/2023	CITY COMMENTS	02
04/03/2023	CITY COMMENTS	01
Date	Description	No.
Revisions		
6/14/2023		
LANGAN Langan Engineering and Environmental Services, Inc. 1101 ESE Loop 323, Suite 101 Tyler, TX 75701 T: 903.324.8400 www.langan.com TBPE FIRM REG. #F-13709		
SPECIFIC USE PERMIT SUPER STAR CAR WASH LOT 8, BLOCK 1, LAKE FOREST PLAZA, PHASE 3 CITY OF FLOWER MOUND DENTON COUNTY TEXAS		
Drawing Title		
CONCEPT SITE PLAN		
Project No.	Drawing No.	
532027301		
Date	05/01/2023	C-3
Drawn By	CC	
Checked By	DC	

LANDSCAPE PROJECT NOTES

Refer to Stewwork Specifications for all information needed for landscape work.

Notify Landscape Architect or designated representative of any layout discrepancies or any condition which may prohibit the installation as shown.

Verify and locate all utilities and site lighting conduits before landscape construction begins. Protection of all utilities is the responsibility of the Contractor.

All landscape planting areas illustrated shall be graded smooth with three inches (3") of topsoil and three inches (3") of compost applied and consistently blended (tiled) to a depth of nine inches (9"). If adequate or sufficient topsoil is not available on site, the Contractor shall provide topsoil per the specifications and approved by the Owner. To obtain final grade, excavation may be necessary to accept the required depth of topsoil/compost mix with surface dressing or mulch. All beds shall be crowned to anticipate settlement and ensure drainage without disrupting surrounding planned drainage paths. Any areas disturbed for any reason prior to final acceptance of the project shall be corrected by the Contractor at no additional expense to the Owner.

All landscaped areas will be irrigated with an underground automatic system.

Quantities shown on these plans are for reference only. Plant spacing is as indicated in the Plant Material List unless otherwise noted. The Contractor has full responsibility to provide coverage in all planting areas as specified.

All trees and shrubs shall be installed per planting details.

Trees shall be planted at least five feet (5') from any utility line or sidewalk, to the outside of utility easements with a clear ten feet (10') around fire hydrants and twenty feet (20') min. from all irrigation control zone meter boxes. Furthermore, planting within areas of turf shall give priority of location to irrigation. Trees, shall not be planted within five feet (5') of a spray head or ten feet (10') of a rotor. Remaining irrigation components shall respect the location of the illustrated landscape design. Shrubs, regardless of type, shall not be planted within thirty inches (30") of bed perimeters.

All plant material shall be maintained in a healthy and growing condition, and must be replaced with similar variety and size if damaged or removed. Container grown plant material is preferred, however ball and burlap material may be substituted as indicated in the plant material list.

All planting beds as designated shall be bordered by Owner approved four inch (4") steel edging w/ 3/4" min. thickness unless bed is bordered by concrete. Steel edging adjacent to river rock beds shall have a 1/2" min. thickness. Terminate edging flush with paved surface with no sharp corners exposed.

A four inch (4") dressing of Shredded hardwood mulch over a 4.1 oz. woven polypropylene, needle-punched fabric or equal weed barrier shall be used in all plant beds and around all trees and within all beds with plants spaced 18" o.c. or greater. Single trees or shrubs shall be mulched to the outside edge of the saucer or landscape island (See planting details).

Fertilize all plants at the time of planting with 10-10-10 time release fertilizer.

All areas of river rock as designated shall be locally available and of an average diameter of one and one-half inches (1 1/2") minimum to three inches (3") maximum. Contractor shall install to a depth of three inches (3"). Rock should be compacted and stable under foot when applied in a pedestrian area.

SOD PROJECT NOTES

EROSION CONTROL:
Throughout the project and the maintenance period for turfgrass, it is the Contractor's responsibility to maintain the topsoil in place at specified grades. **Topsoil and turfgrass losses due to erosion or any other construction activities will be replaced by the Contractor until ESTABLISHMENT and ACCEPTANCE is achieved.**

SOIL PREPARATION:
All slopes and areas disturbed by construction, except those occupied by buildings, structures, or paving shall be graded smooth and four (4") inches of topsoil applied. If adequate topsoil is not available onsite, the Contractor shall provide topsoil as approved by the Owner. The area shall be dressed to typical sections and plowed to a depth of five (5") inches. Soil shall be further prepared by the removal of debris, weeds and stones larger than 3/4 inch in diameter. After tillage and cleaning, all areas to receive turf shall be leveled, fine graded, and drag with a weighted spike harrow or final drag.

GRASS SOD:
Turfgrass sod shall be 100% "Cynodon dactylon" (Common Bermuda grass). Sod shall consist of stolons, leaf blades, rhizomes and roots with a healthy, virile system of dense, thickly matted roots throughout the soil of the sod for a thickness not less than three-quarters (3/4") inch. Sod shall be alive, healthy, vigorous, free of insects, disease, stones, and undesirable foreign materials and grasses. The grass shall have been mowed prior to sod cutting so that the height of grass shall not exceed two (2") inches. Sod shall have been produced on growing beds of clay-loam topsoil. Sod shall not be harvested or planted when its moisture condition is so excessively wet or dry that its survival will be affected. All sod is to be harvested, delivered, and planted within a thirty-six (36) hour period of time. Sod shall be protected from exposure to wind, sun, and freezing. Should installation occur between November and March, sod shall include an over-seed of Annual Rye for a grown-in appearance.

IRRIGATION:
In the absence of an irrigation system or areas beyond the coverage limits of a permanent irrigation system, Contractor shall water sod temporarily to develop adequate growth and establishment before regular maintenance begins. Turf shall be watered until firmly established.

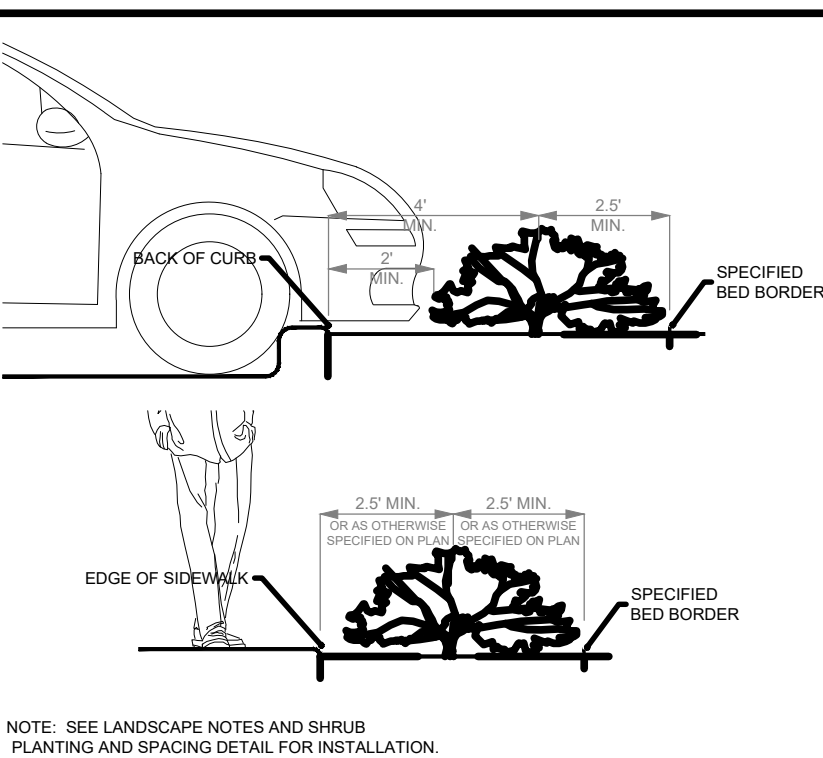
Water shall be furnished by the Contractor with means and methods available to achieve acceptable turf. The water source shall be clean and free of industrial wastes or other substances harmful to the growth of the turf.

MAINTENANCE REQUIREMENTS:
Vegetation should be inspected regularly to ensure that plant material is established properly and remains healthy. Mowing, trimming and supervision of water applications shall be the responsibility of the Contractor until the Owner or Owner's Representative accepts and assumes regular maintenance.

ESTABLISHMENT AND ACCEPTANCE:
All disturbed areas receiving sod shall receive topsoil as specified and be adequately established with turf such that any absence of water will not kill the turf, but promote a state of turf dormancy, until the next rainfall event.

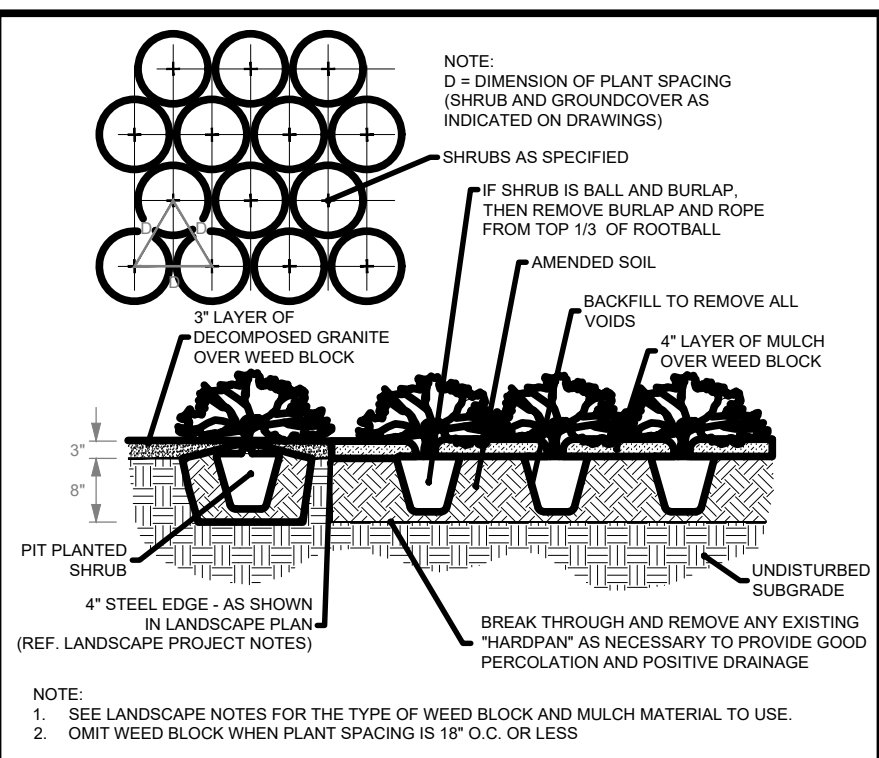
Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the turf grass, it shall be the sole responsibility of the Contractor to establish a uniform stand of grass. UNIFORM STAND OF GRASS is defined as minimum 80% coverage per square foot (no bare areas).

Contractor to make a written request for inspection to Owner or Owner's representative a minimum of 5 days prior to the anticipated inspection date.



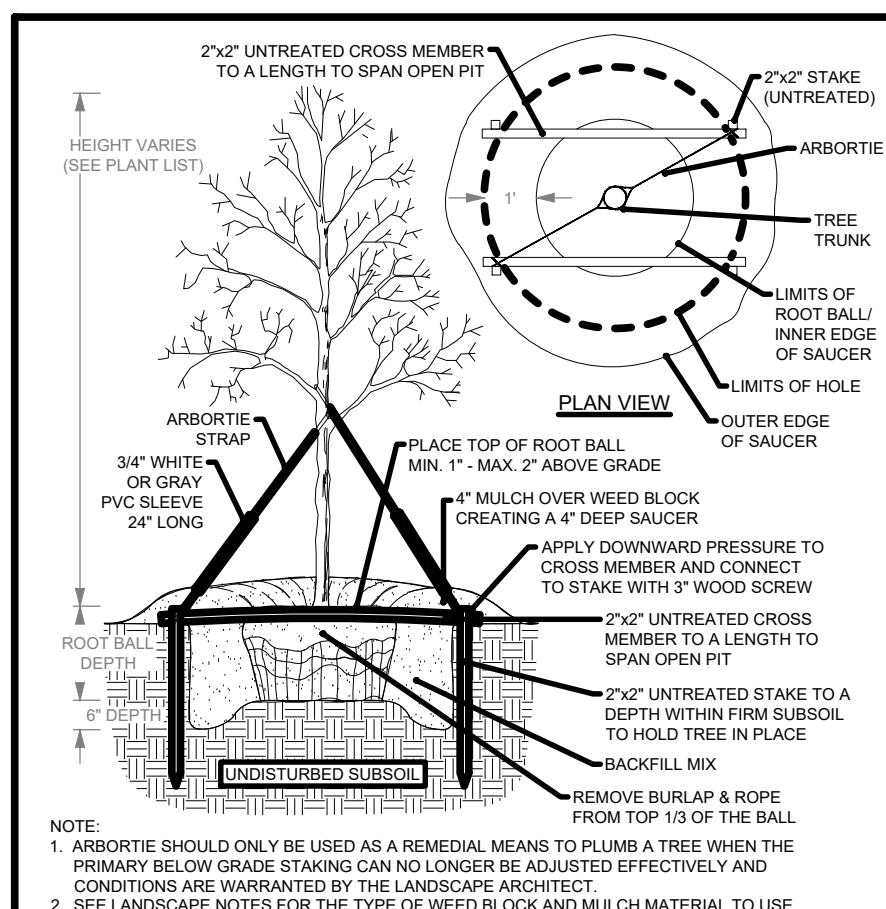
SHRUB DISTANCE FROM EDGE OF BED

N.T.S.



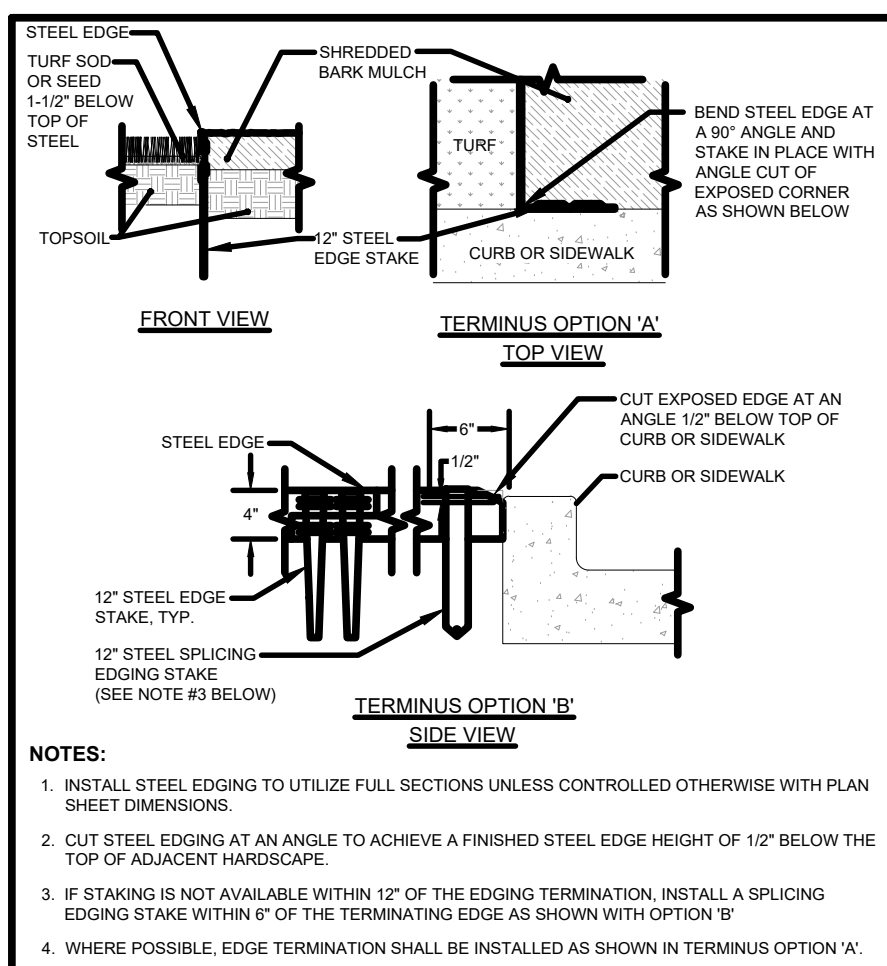
SHRUB PLANTING AND SPACING

N.T.S.



TREE PLANTING

N.T.S.



STEEL EDGE TERMINATION

N.T.S.

Plant Material List

SYM.	KEY	QTY.	COMMON NAME SCIENTIFIC NAME	O.C.	ROOT	SIZE	HEIGHT	SPREAD	COMMENT
RO	5		Texas Red Oak Quercus texana	N/A	B&B	3" cal.	12' min.	6' min.	Full Canopy, Healthy, Good Form Strong Central Leader
LO	5		Live Oak Quercus virginiana	N/A	B&B	3" cal.	12' min.	6' min.	Full Canopy, Healthy, Good Form Strong Central Leader
CM	5		Delta Moonlight Crape Myrtle Lagerstromia indica 'Delta Moonlight'	N/A	Cont.	30 gal.	8' min.	4' min.	Full Canopy, Healthy, Good Form Multi-trunk, 3 cane minimum
IH	111		Indian Hawthorn 'Snow' Rhaphiolepis indica	36"	Cont.	5 gal.	24" min.	24" min.	Full, Healthy, Even Growth
RY	16		Red Yucca Hesperaloe parviflora	30"	Cont.	5 gal.	24" min.	24" min.	Full, Healthy, Even Growth
DR	67		Red Drift Rose Rosa 'Meigalpio'	24"	Cont.	3 gal.	12" min.	12" min.	Full, Healthy, Red Bloom
LR	1260 SF		Liriope Liriope muscari	24"	Cont.	1 gal.	8" min.	8" min.	Full, Healthy, Even Growth
RR	1005 SF		River Rock	-	-	-	-	-	Locally Available

In Accordance to the Current Edition of The American Standard for Nursery Stock

COJAX designs
P.O. Box 8232 Greenville, TX 75404
Direct: 972.670.9444
Email: jill@cojaxdesigns.com



06.15.2023

LANDSCAPE CALCULATIONS for the City of Flower Mound		
	REQUIRED	PROPOSED
STREET YARD LANDSCAPE 20% of street yard for the lot shall be Landscaped @ 9,881.24 sf	20% (1,976.25 sf)	60.9% (6,025.14 sf)
STREET YARD TREES 10 trees for 1st 10,000-100,000 + 1 each for every 2,500 after	10 TREES	10 Proposed Trees
STREET BUFFER LANDSCAPE FLOWER MOUND ROAD	25 FT.	25 FT.
STREET BUFFER TREES 1 TREE / 30 LF @ FLOWER MOUND RD 167.54 LF	6 TREES	6 Proposed Trees
PARKING AREA LANDSCAPE 90 SF / 12 SPACES @ 5 SPACES	90 SF	925 SF
PARKING AREA TREES 1 TREE / 10 SPACES @ 5 SPACES	1 TREE	3 Proposed Trees



Know what's below.
Call before you dig.

THESE PLANS ARE SUBJECT TO REVIEW &
APPROVAL BY JURISDICTIONAL ENTITIES.

Date	Description	No.
------	-------------	-----

Revisions

LANGAN

Langan Engineering and
Environmental Services, Inc.
1101 ESE Loop 323, Suite 101
Tyler, TX 75701

T: 903.324.8400

www.langan.com

TBPE FIRM REG. #F-13709

SUPER STAR
CAR WASH

CITY OF FLOWER MOUND
DENTON COUNTY TEXAS

Drawing Title

LANDSCAPE
PLAN

Project No.

532027301

Drawing No.

Date

10/05/2022

Drawn By

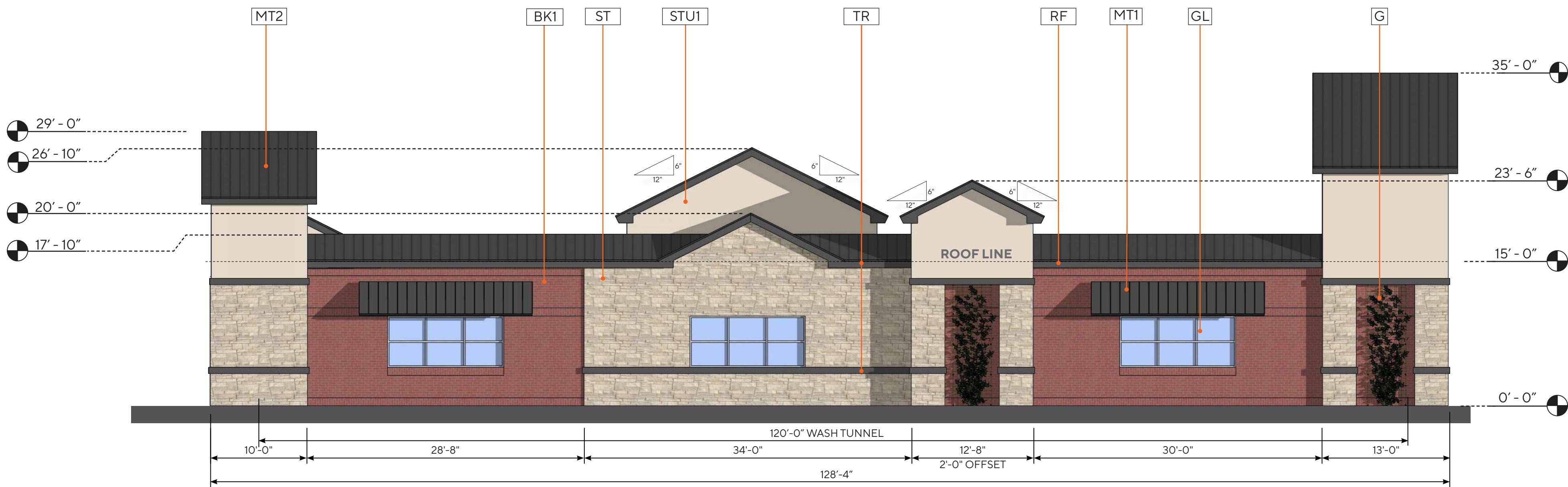
CC

Checked By

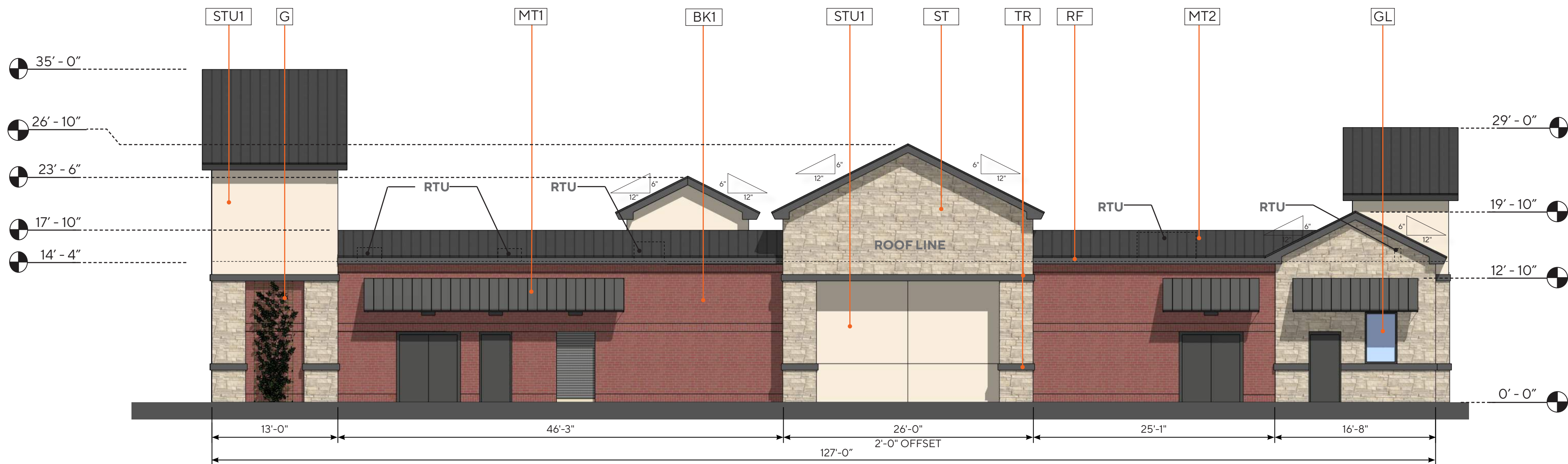
DC

L1.0

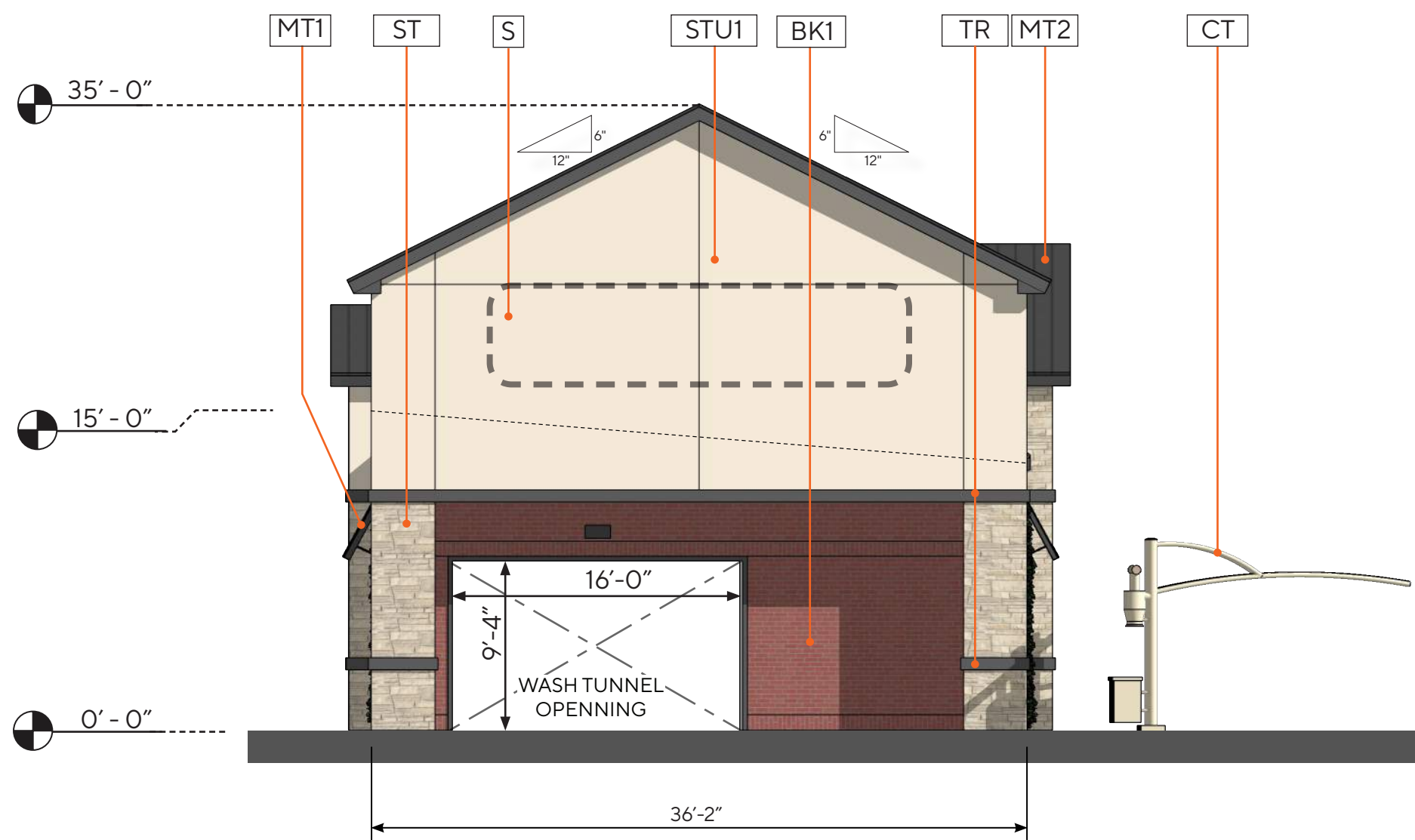
© 2022 Langan



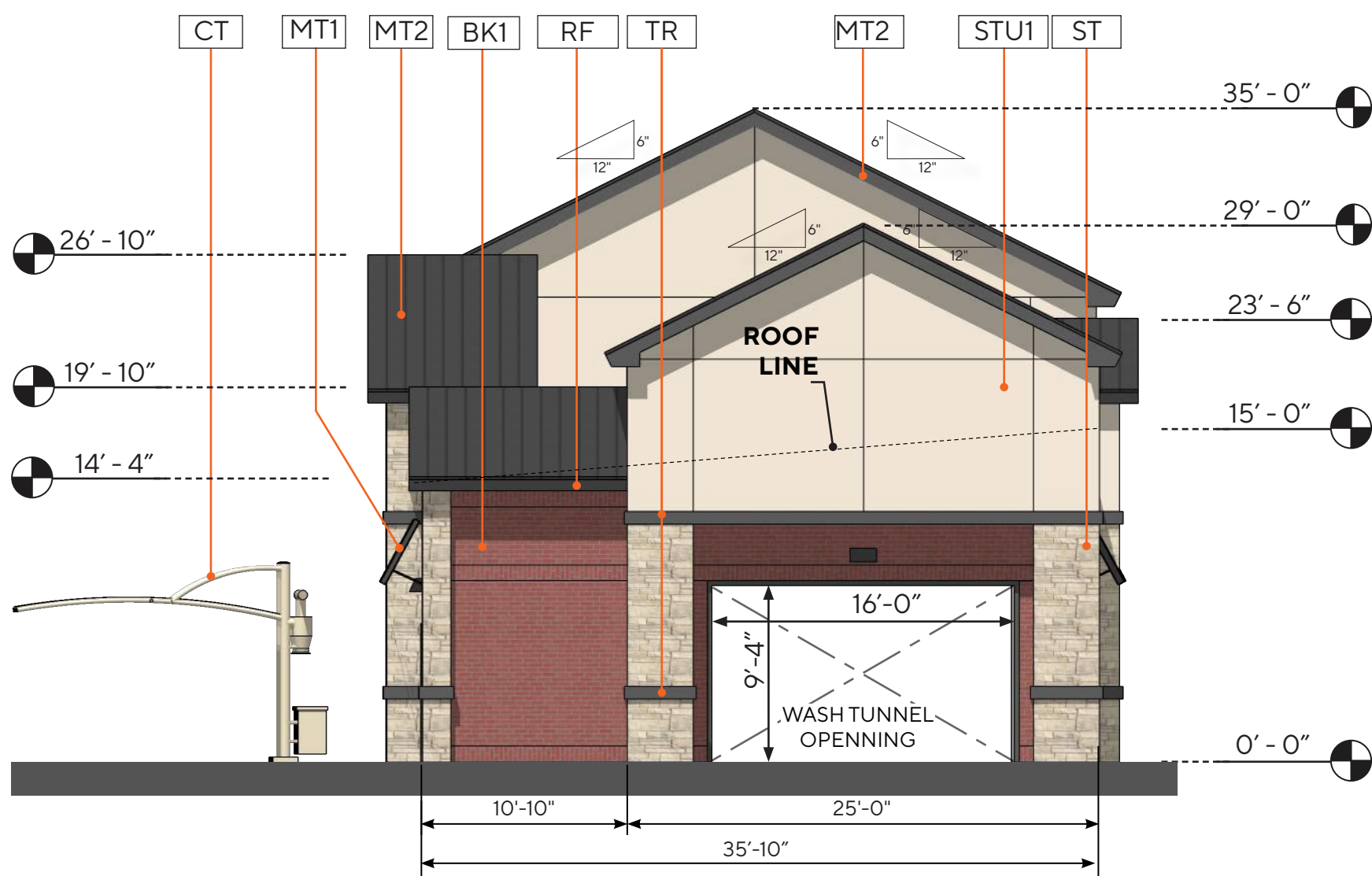
NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

KEY	DESCRIPTION
MASONRY	
BK-1	MANUFACTURE: SUMMIT BRICK TYPE: FACE BRICK STYLE: "LODO" TUMBLED SMOOTH FINISH
METAL	
MT-1	METAL CANOPY - PAINTED PT-2
MT-2	SELECT SEAM NARROW BATTEN METAL ROOFING BY AEP SPAN - ZACTIQUE II
MISC	
STU-1	STUCCO 30/30 FINE TEXTURE OVER STANDARD CMU BLOCK - PAINTED PT-1
RF	ROOF FASCIA - PAINTED PT-2
CT	CANOPY TUBE - ARCHES AND COLUMNS - PAINTED: PT-1
FA	FABRIC SHADE COVER, MANU: GALE PACIFIC USA INC. - DESERT SAND - #444983
HM	HOLLOW METAL DOORS / FRAMES - PAINTED COLOR: PT-2
G	"GREEN SCREEN" WALL HUNG TRELLIS PANEL
TR	TRIM - PAINTED PT-2
WS	ARCHITECTURAL WALL SCONCE LITHONIA LIGHTING - WST LED
GL	GLAZING MANUFACTURE: PPG COLOR: "GRAY REFLECTIVE"
STONE VENEER	
ST	STONE VENEER - CORONADO STONE - SAWTOOTH LEDGE: NORTHLAND
PAINT	
PT-1	DUNN EDWARDS - DEC765 - BONE
PT-2	DUNN EDWARDS - DE6350 - DARK ENGINE
OTHER	
S	SIGNAGE LOCATION, UNDER SEPARATE PERMIT

NOTE:
ALL EXTERIOR SIGNAGE UNDER A SEPARATE PERMIT

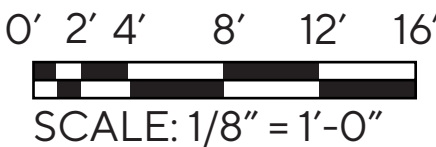
		NORTH	SOUTH	EAST	WEST
1.	*TOTAL FACADE S.F.	2,258 S.F.	2,300 S.F.	795 S.F.	1,082 S.F.
2.	FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	2,065 S.F.	2,106 S.F.	637 S.F.	924 S.F.
3.	DOORS AND WINDOWS S.F.	193 S.F.	194 S.F.	158 S.F.	158 S.F.
4.	PRIMARY MASONRY TOTALS (MIN. 80%)	1,779 S.F. AND 86.15% OF 2	1,793 S.F. AND 85.04% OF 2	585 S.F. AND 91.83% OF 2	865 S.F. AND 93.5% OF 2
	- BRICK S.F. (AS APPLICABLE)	732 S.F. AND 35.45% OF 2	818 S.F. AND 38.84% OF 2	202 S.F. AND 31.7% OF 2	209 S.F. AND 22.6% OF 2
	- STONE S.F. (AS APPLICABLE)	732 S.F. AND 35.45% OF 2	594 S.F. AND 28.2% OF 2	104 S.F. AND 16.33% OF 2	84 S.F. AND 9% OF 2
	- STUCCO S.F. (AS APPLICABLE)	315 S.F. AND 15.25% OF 2	381 S.F. AND 18% OF 2	279 S.F. AND 43.8% OF 2	572 S.F. AND 61.9% OF 2
	- TILT WALL S.F. (AS APPLICABLE)	-	-	-	-
5.	SECONDARY MASONRY TOTALS (MAX. 20%)	59 S.F. AND 7.7 % OF 2	139 S.F. AND 6.6% OF 2	52 S.F. AND 8.16% OF 2	59 S.F. AND 6.4% OF 2
	- EIFS S.F. (AS APPLICABLE)	-	-	-	-
	- HARDIPLANK S.F. (AS APPLICABLE)	-	-	-	-
	- DETAIL ANY ADDITIONAL (AS APPLICABLE) "TRIMS & ROOF FASCIA"	159 S.F. AND 7.7 % OF 2	139 S.F. AND 6.6% OF 2	52 S.F. AND 8.16% OF 2	59 S.F. AND 6.4% OF 2
6.	METAL AWNING TOTALS	127 S.F. AND 6.14% OF 2	174 S.F. AND 8.26% OF 2	-	-

***NOTE:**
FACADE S.F. INCLUDES ROOF FASCIA



FLOWER MOUND RD & LONG PRAIRIE RD
2810 FLOWER MOUND RD. | FLOWER MOUND, TX 75022

EXTERIOR COLORED ELEVATIONS

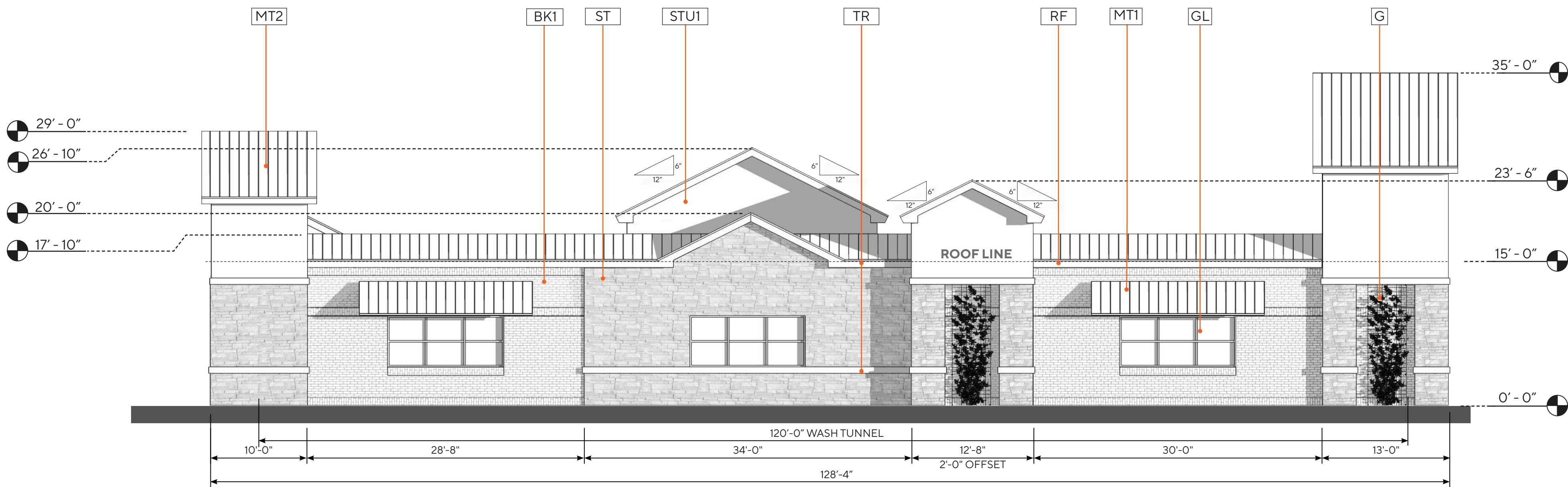


SCALE: 1/8" = 1'-0"

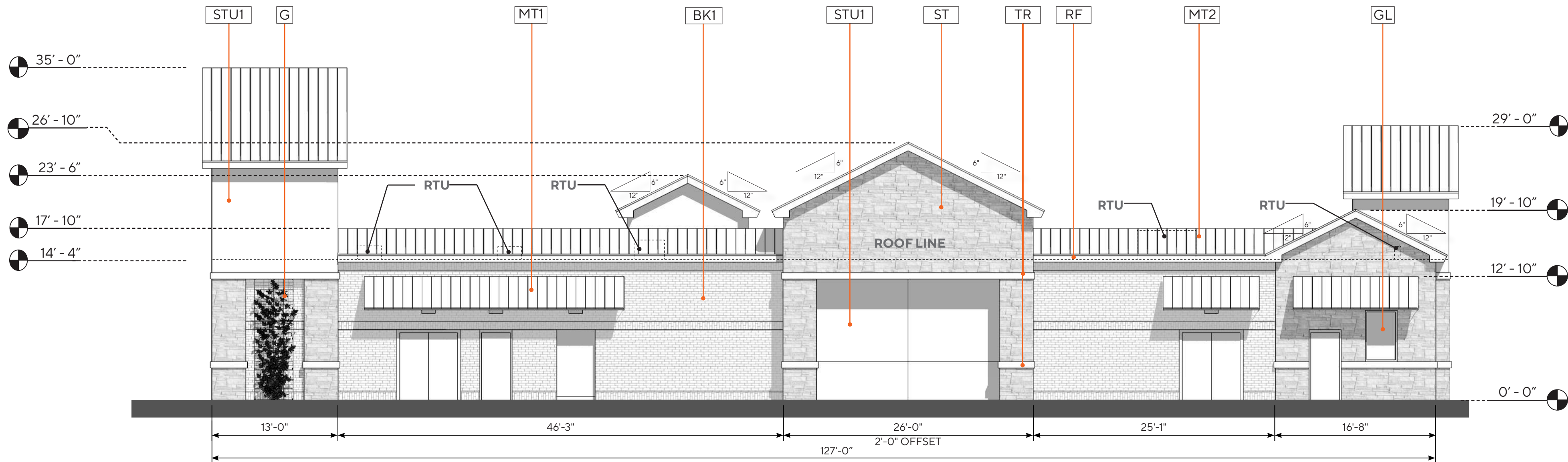


A-3

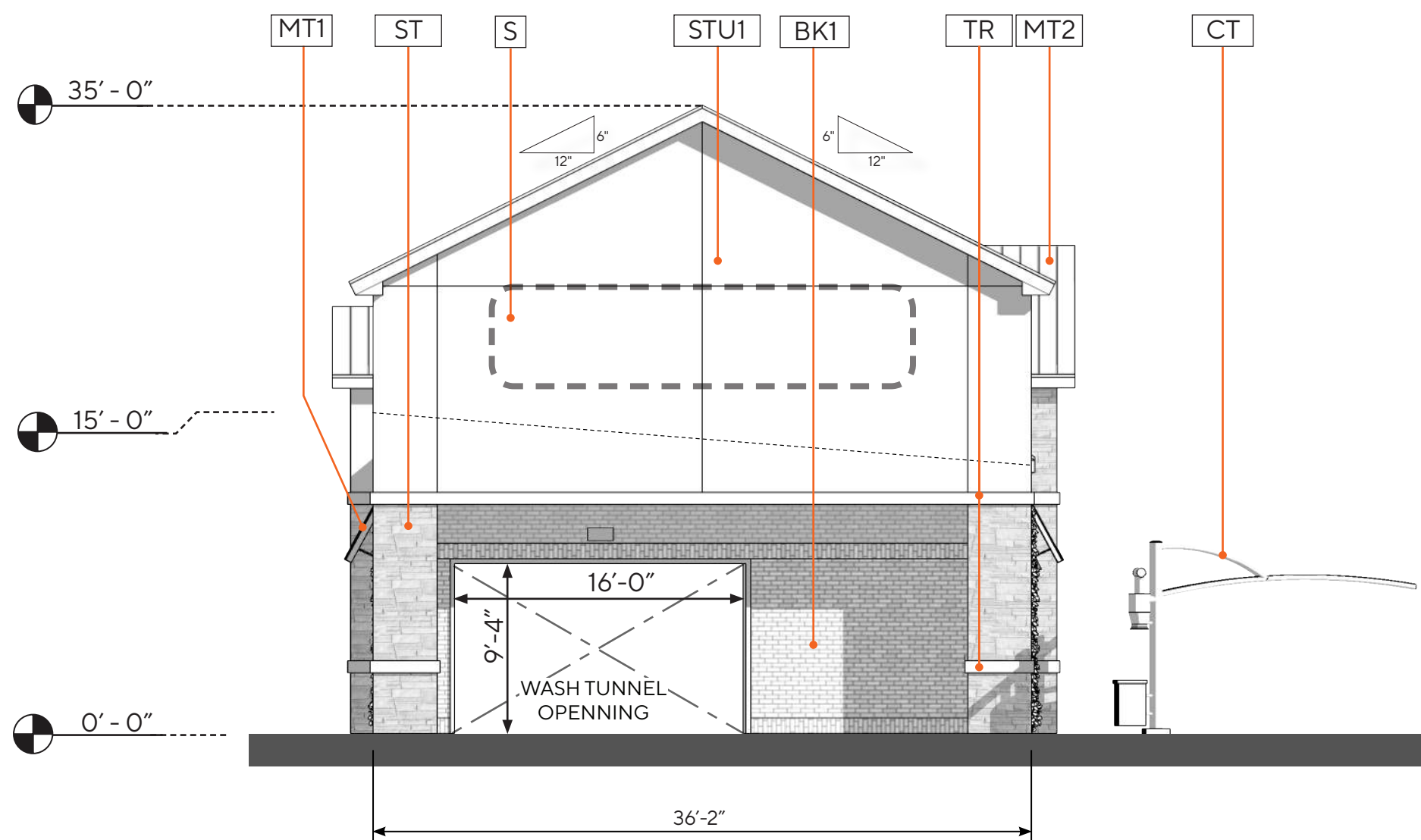
Scale
Job No.
Date
1/8" = 1'-0"
2022-655
2023-03-31



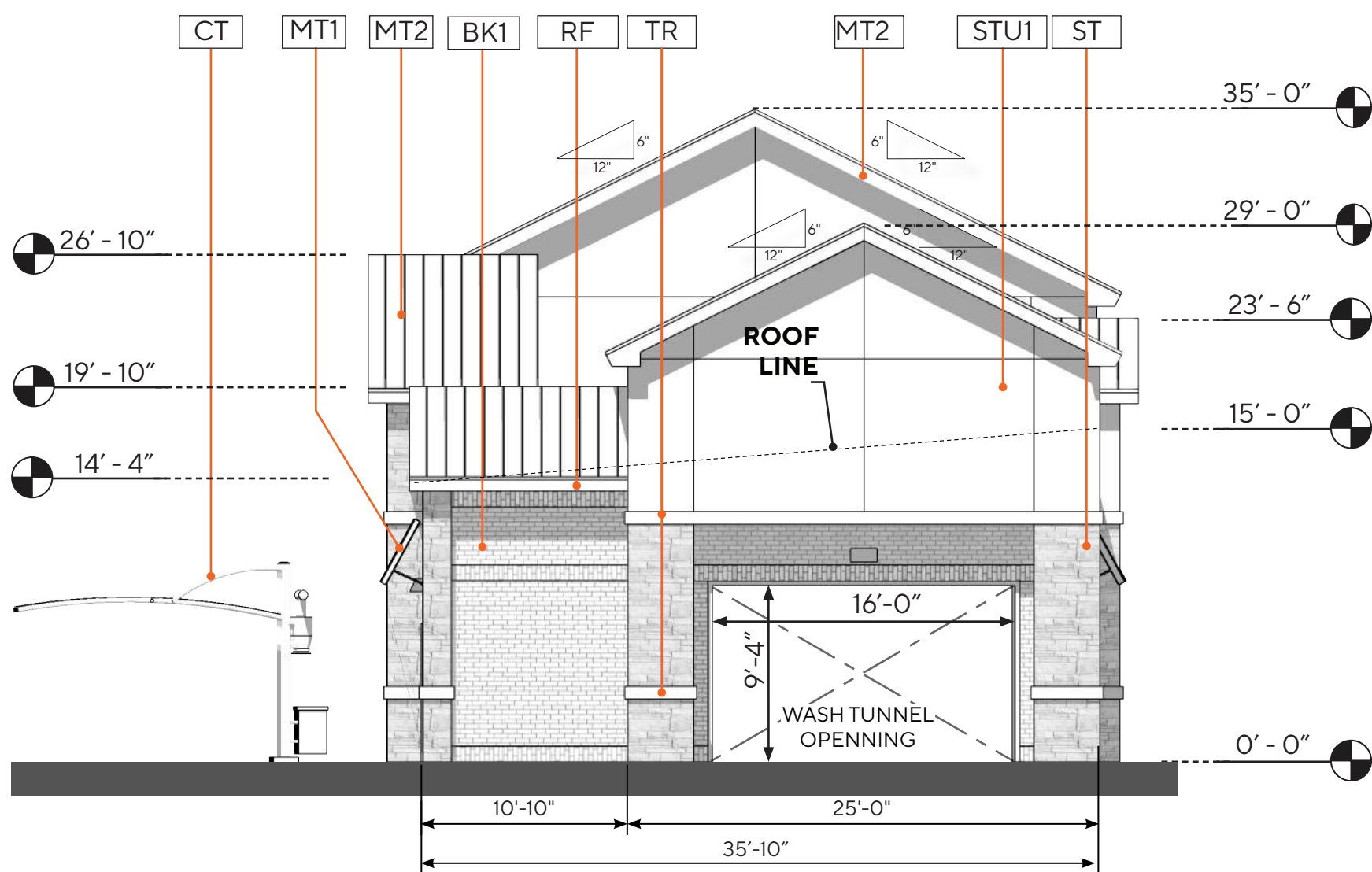
NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

KEY	DESCRIPTION
MASONRY	
BK-1	MANUFACTURE: SUMMIT BRICK TYPE: FACE BRICK STYLE: "LODO" TUMBLED SMOOTH FINISH
METAL	
MT-1	METAL CANOPY - PAINTED PT-2
MT-2	SELECT SEAM NARROW BATTEN METAL ROOFING BY AEP SPAN - ZACTIQUE II
MISC	
STU-1	STUCCO 30/30 FINE TEXTURE OVER STANDARD CMU BLOCK - PAINTED PT-1
RF	ROOF FASCIA - PAINTED PT-2
CT	CANOPY TUBE - ARCHES AND COLUMNS - PAINTED: PT-1
FA	FABRIC SHADE COVER, MANU: GALE PACIFIC USA INC. - DESERT SAND - #444983
HM	HOLLOW METAL DOORS / FRAMES - PAINTED COLOR: PT-2
G	"GREEN SCREEN" WALL HUNG TRELLIS PANEL
TR	TRIM - PAINTED PT-2
WS	ARCHITECTURAL WALL SCONCE LITHONIA LIGHTING - WST LED
GL	GLAZING MANUFACTURE: PPG COLOR: "GRAY REFLECTIVE"
STONE VENEER	
ST	STONE VENEER - CORONADO STONE - SAWTOOTH LEDGE: NORTHLAND
PAINT	
PT-1	DUNN EDWARDS - DEC765 - BONE
PT-2	DUNN EDWARDS - DE6350 - DARK ENGINE
OTHER	
S	SIGNAGE LOCATION, UNDER SEPARATE PERMIT

NOTE:
ALL EXTERIOR SIGNAGE UNDER A SEPARATE PERMIT

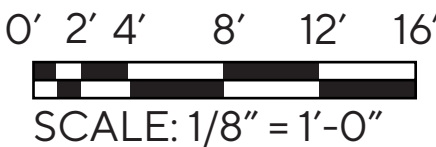
		NORTH	SOUTH	EAST	WEST
1.	*TOTAL FACADE S.F.	2,258 S.F.	2,300 S.F.	795 S.F.	1,082 S.F.
2.	FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	2,065 S.F.	2,106 S.F.	637 S.F.	924 S.F.
3.	DOORS AND WINDOWS S.F.	193 S.F.	194 S.F.	158 S.F.	158 S.F.
4.	PRIMARY MASONRY TOTALS (MIN. 80%)	1,779 S.F. AND 86.15% OF 2	1,793 S.F. AND 85.04% OF 2	585 S.F. AND 91.83% OF 2	865 S.F. AND 93.5% OF 2
	- BRICK S.F. (AS APPLICABLE)	732 S.F. AND 35.45% OF 2	818 S.F. AND 38.84% OF 2	202 S.F. AND 31.7% OF 2	209 S.F. AND 22.6% OF 2
	- STONE S.F. (AS APPLICABLE)	732 S.F. AND 35.45% OF 2	594 S.F. AND 28.2% OF 2	104 S.F. AND 16.33% OF 2	84 S.F. AND 9% OF 2
	- STUCCO S.F. (AS APPLICABLE)	315 S.F. AND 15.25% OF 2	381 S.F. AND 18% OF 2	279 S.F. AND 43.8% OF 2	572 S.F. AND 61.9% OF 2
	- TILT WALL S.F. (AS APPLICABLE)	-	-	-	-
5.	SECONDARY MASONRY TOTALS (MAX. 20%)	59 S.F. AND 7.7 % OF 2	139 S.F. AND 6.6% OF 2	52 S.F. AND 8.16% OF 2	59 S.F. AND 6.4% OF 2
	- EIFS S.F. (AS APPLICABLE)	-	-	-	-
	- HARDIPLANK S.F. (AS APPLICABLE)	-	-	-	-
	- DETAIL ANY ADDITIONAL (AS APPLICABLE) "TRIMS & ROOF FASCIA"	159 S.F. AND 7.7 % OF 2	139 S.F. AND 6.6% OF 2	52 S.F. AND 8.16% OF 2	59 S.F. AND 6.4% OF 2
6.	METAL AWNING TOTALS	127 S.F. AND 6.14% OF 2	174 S.F. AND 8.26% OF 2	-	-

***NOTE:**
FACADE S.F. INCLUDES ROOF FASCIA



FLOWER MOUND RD & LONG PRAIRIE RD
2810 FLOWER MOUND RD. | FLOWER MOUND, TX 75022

EXTERIOR BLACK & WHITE ELEVATIONS



SCALE: 1/8" = 1'-0"

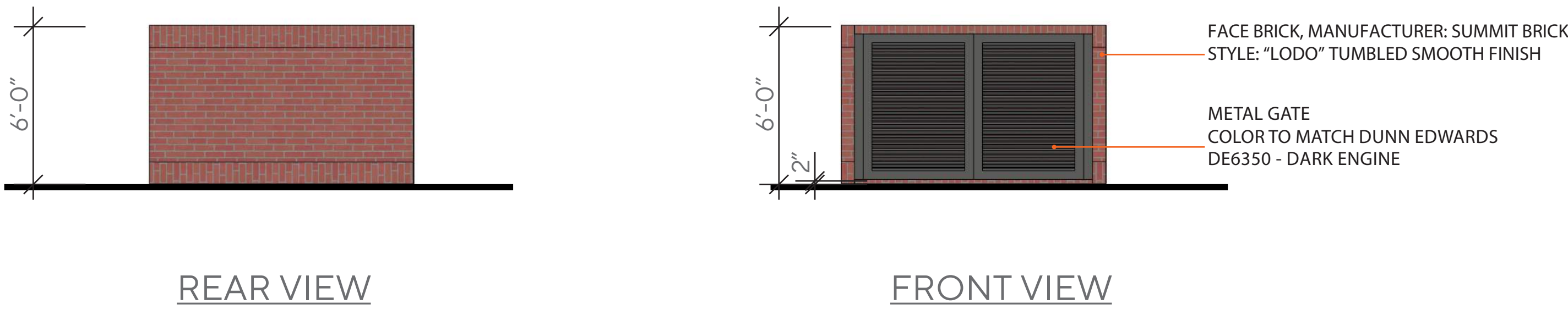
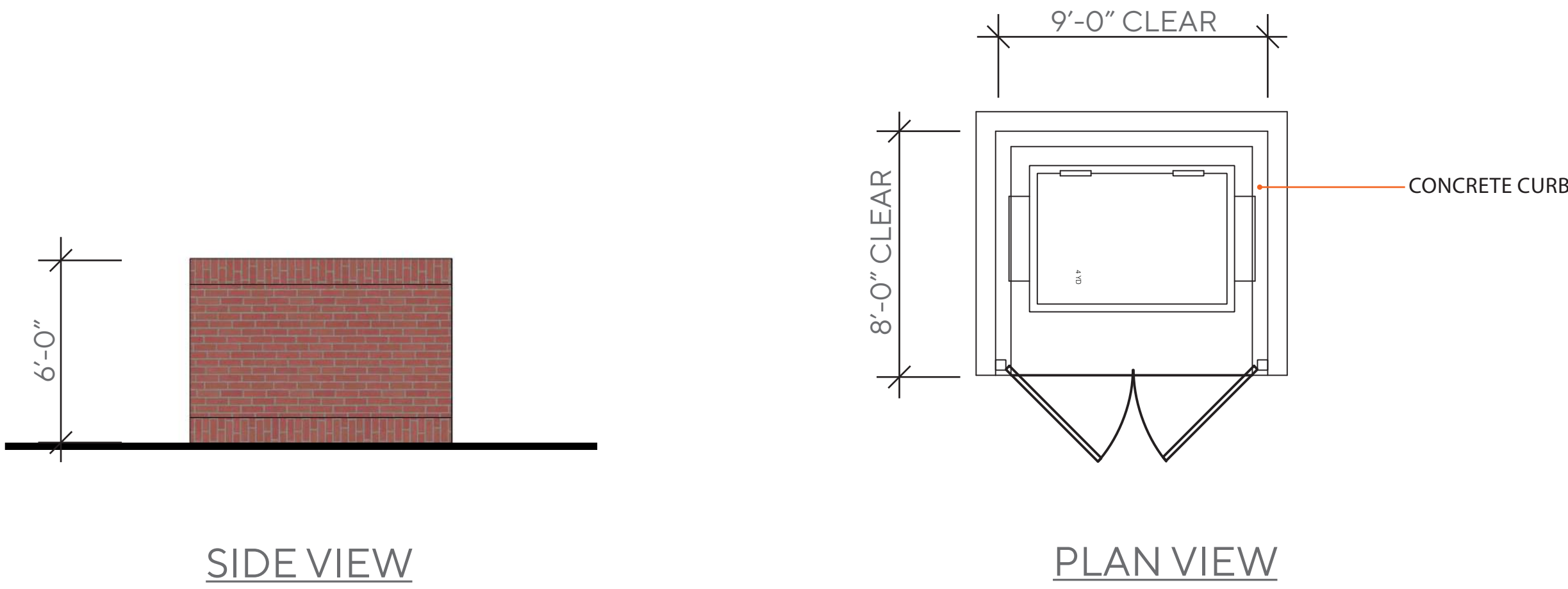


A-2

Scale
Job No.
Date
1/8" = 1'-0"
2022-655
2023-03-31



FLOWER MOUND RD & LONG PRAIRIE RD
2810 FLOWER MOUND RD. | FLOWER MOUND, TX 75022



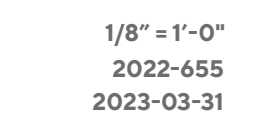
TRASH ENCLOSURE



A-7

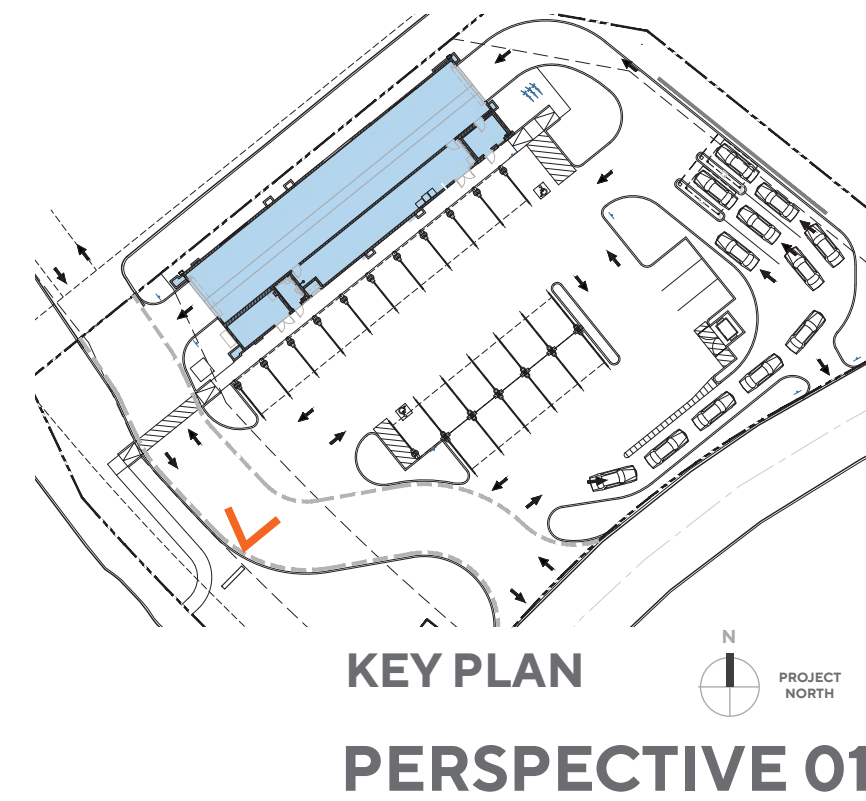
Scale
Job No.
Date

1/4" = 1'-0"
2022-655
2023-03-31





NOTE: ALL EXTERIOR SIGNAGE UNDER A SEPARATE PERMIT



FLOWER MOUND RD & LONG PRAIRIE RD

2810 FLOWER MOUND RD. | FLOWER MOUND, TX 75022

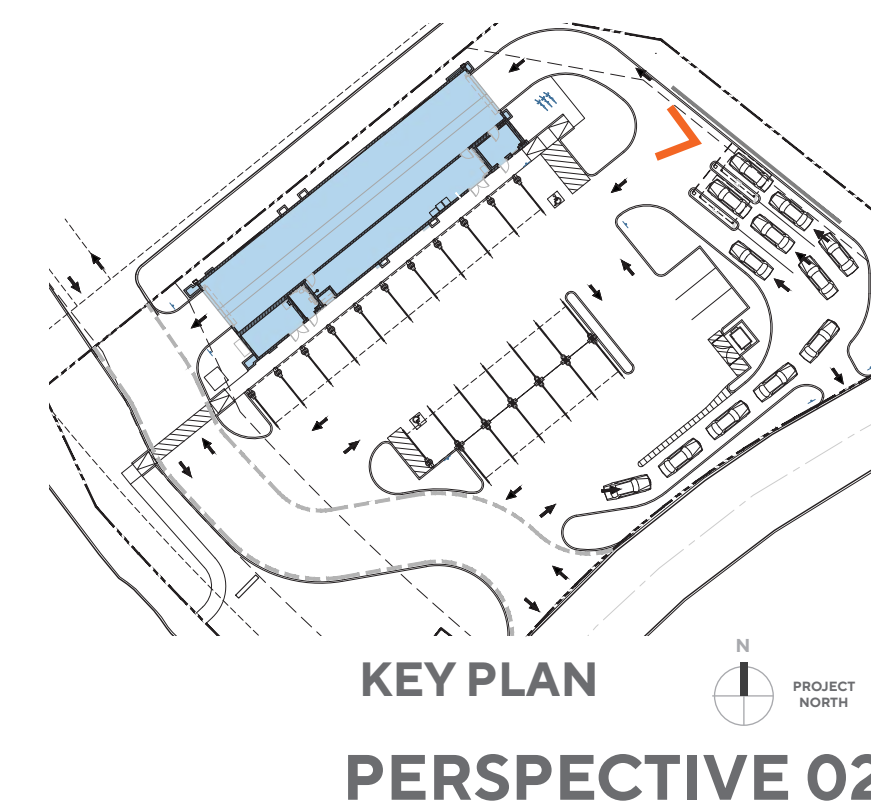


A-4

Scale: N.T.S.
Job No.: 2022-655
Date: 2023-03-31



NOTE: ALL EXTERIOR SIGNAGE UNDER A SEPARATE PERMIT



FLOWER MOUND RD & LONG PRAIRIE RD
2810 FLOWER MOUND RD. | FLOWER MOUND, TX 75022

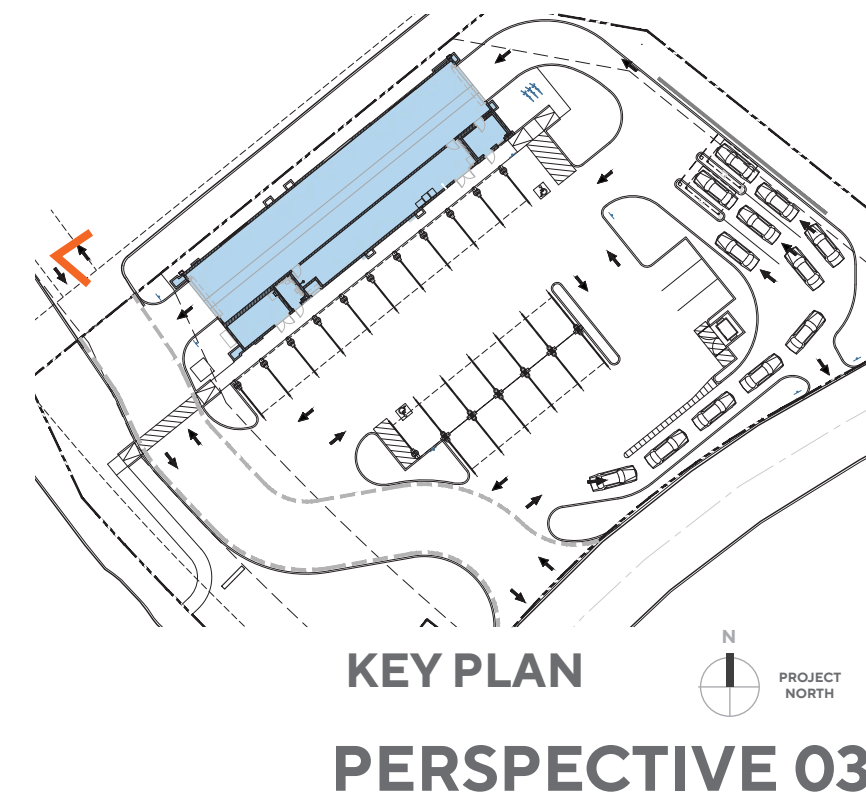


A-5

Scale: N.T.S.
Job No.: 2022-655
Date: 2023-03-31



NOTE: ALL EXTERIOR SIGNAGE UNDER A SEPARATE PERMIT

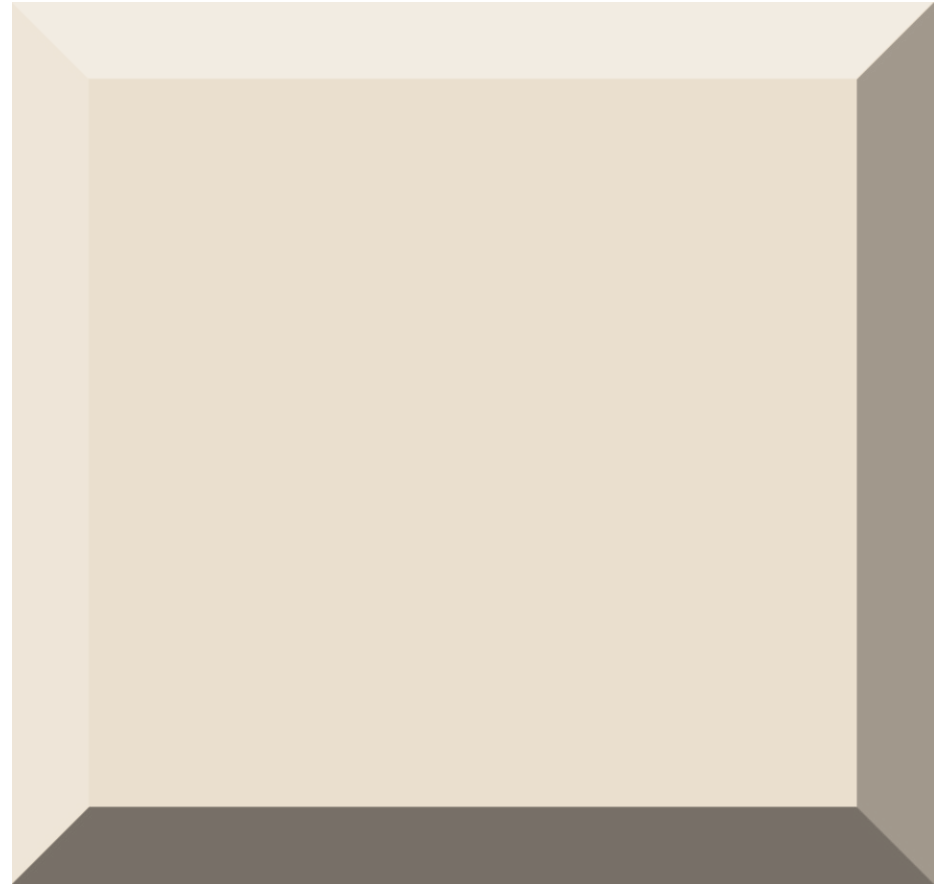


FLOWER MOUND RD & LONG PRAIRIE RD
2810 FLOWER MOUND RD. | FLOWER MOUND, TX 75022



A-6

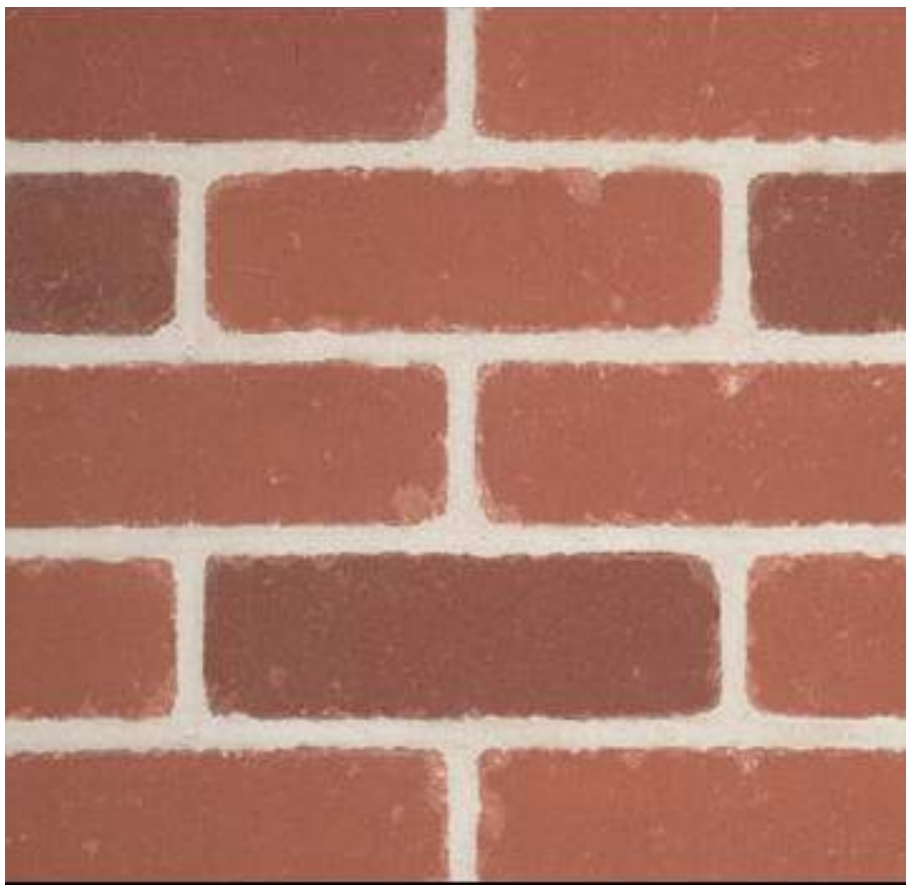
Scale: N.T.S.
Job No.: 2022-655
Date: 2023-03-31



STU-1



ST



BK-1



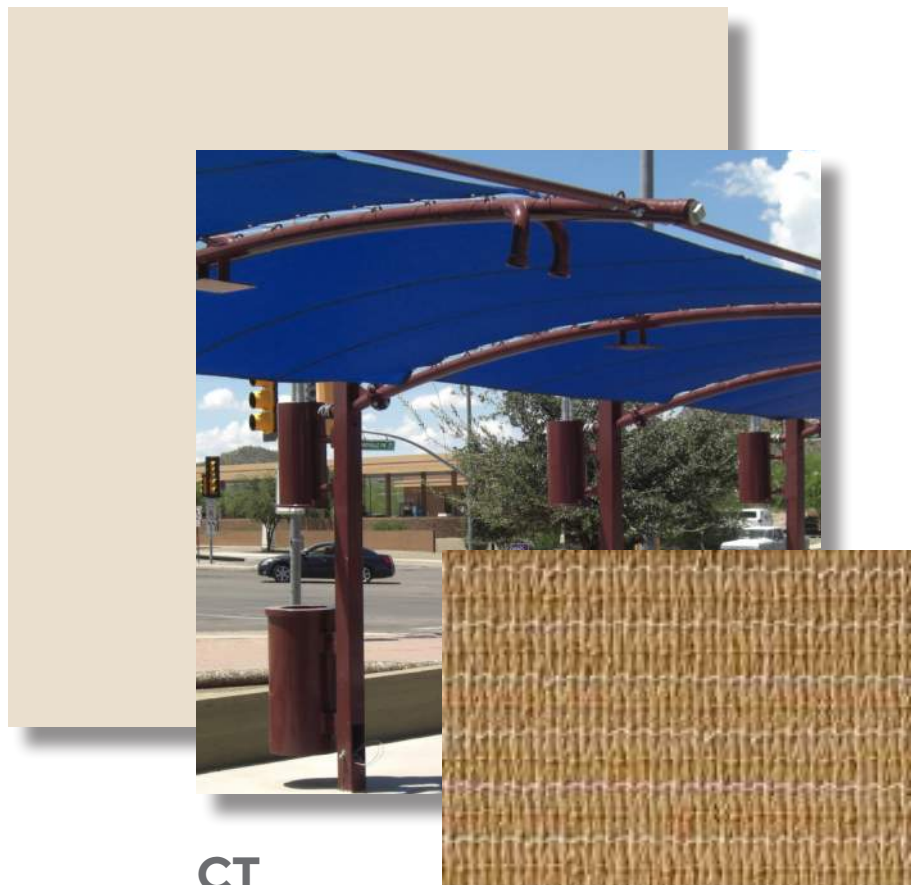
G



MT1

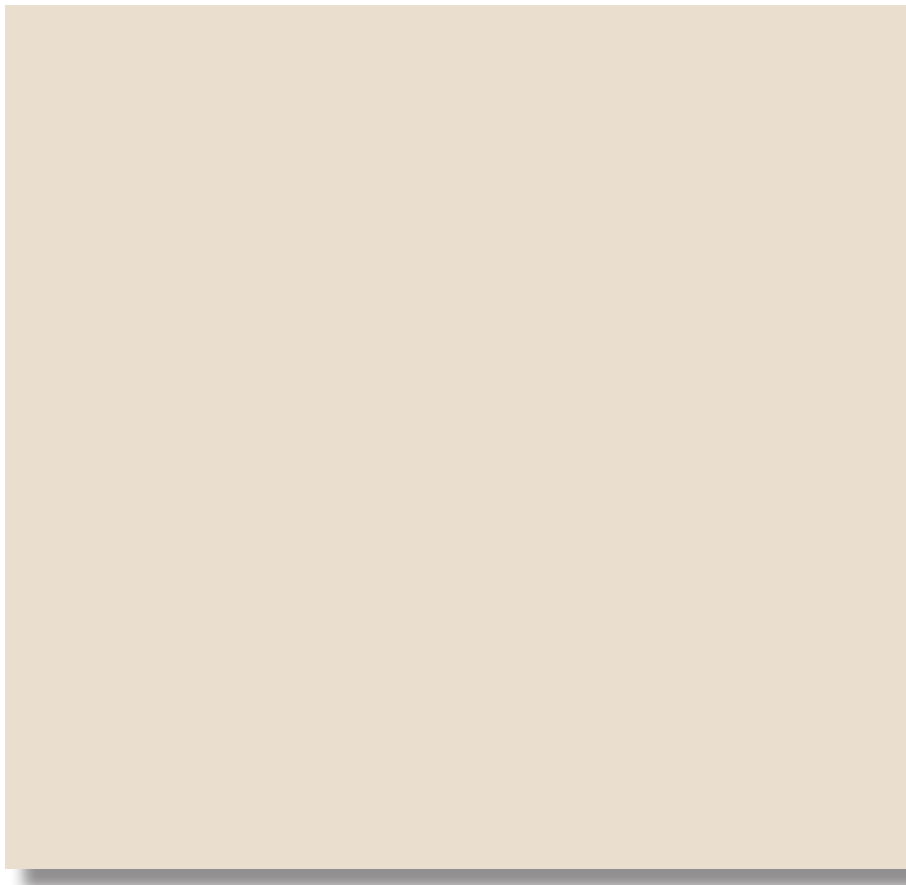


MT2



CT

FA



PT1



PT2

KEY	DESCRIPTION
MASONRY	
BK-1	MANUFACTURE: SUMMIT BRICK TYPE: FACE BRICK STYLE: "LODO" TUMBLED SMOOTH FINISH
METAL	
MT-1	METAL CANOPY - PAINTED PT-2
MT-2	SELECT SEAM NARROW BATTEN METAL ROOFING BY AEP SPAN - ZACTIQUE II
MISC	
STU-1	STUCCO 30/30 FINE TEXTURE OVER STANDARD CMU BLOCK - PAINTED PT-1
RF	ROOF FASCIA - PAINTED PT-2
CT	CANOPY TUBE - ARCHES AND COLUMNS - PAINTED: PT-1
FA	FABRIC SHADE COVER, MANU: GALE PACIFIC USA INC. - DESERT SAND - #444983
HM	HOLLOW METAL DOORS / FRAMES - PAINTED COLOR: PT-2
G	"GREEN SCREEN" WALL HUNG TRELLIS PANEL
TR	TRIM - PAINTED PT-2
WS	ARCHITECTURAL WALL SCONCE LITHONIA LIGHTING - WST LED
GL	GLAZING MANUFACTURE: PPG COLOR: "GRAY REFLECTIVE"
STONE VENEER	
ST	STONE VENEER - CORONADO STONE - SAWTOOTH LEDGE: NORTHLAND
PAINT	
PT-1	DUNN EDWARDS - DEC765 - BONE
PT-2	DUNN EDWARDS - DE6350 - DARK ENGINE
OTHER	
S	SIGNAGE LOCATION, UNDER SEPARATE PERMIT

NOTE:
ALL EXTERIOR SIGNAGE UNDER A SEPARATE PERMIT



FLOWER MOUND RD & LONG PRAIRIE RD
2810 FLOWER MOUND RD. | FLOWER MOUND, TX 75022

COLOR & MATERIALS



A-8

Scale N.T.S.
Job No. 2022-655
Date 2023-03-31



TOWN COUNCIL AGENDA K.5. REGULAR ITEM(S)

DATE: August 21, 2023
FROM: Chuck Russell, Principal Planner
ITEM: Consider a request for a Development Plan (DP23-0001 – Whyburn) to develop a residential subdivision. The property is generally located east of Long Prairie Road and south of Dixon Lane. (PZ recommended approval by a vote of 6 to 0 at its August 14, 2023, meeting.)

BACKGROUND:

- Size – Approximately 42.03 acres, including approximately 3.52 acres that will be dedicated to the Town as a park
- Proposed Lots – 90 buildable lots, 28 lots with a minimum lot size of 15,000 square feet (Low Density) and 62 lots with a minimum lot size of 10,000 square feet (Medium Density)
- SMARTGrowth – Passed
- Traffic Analysis – Passed, based on TA performed with the rezoning application.
- Exceptions – N/A
- 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 August 14, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

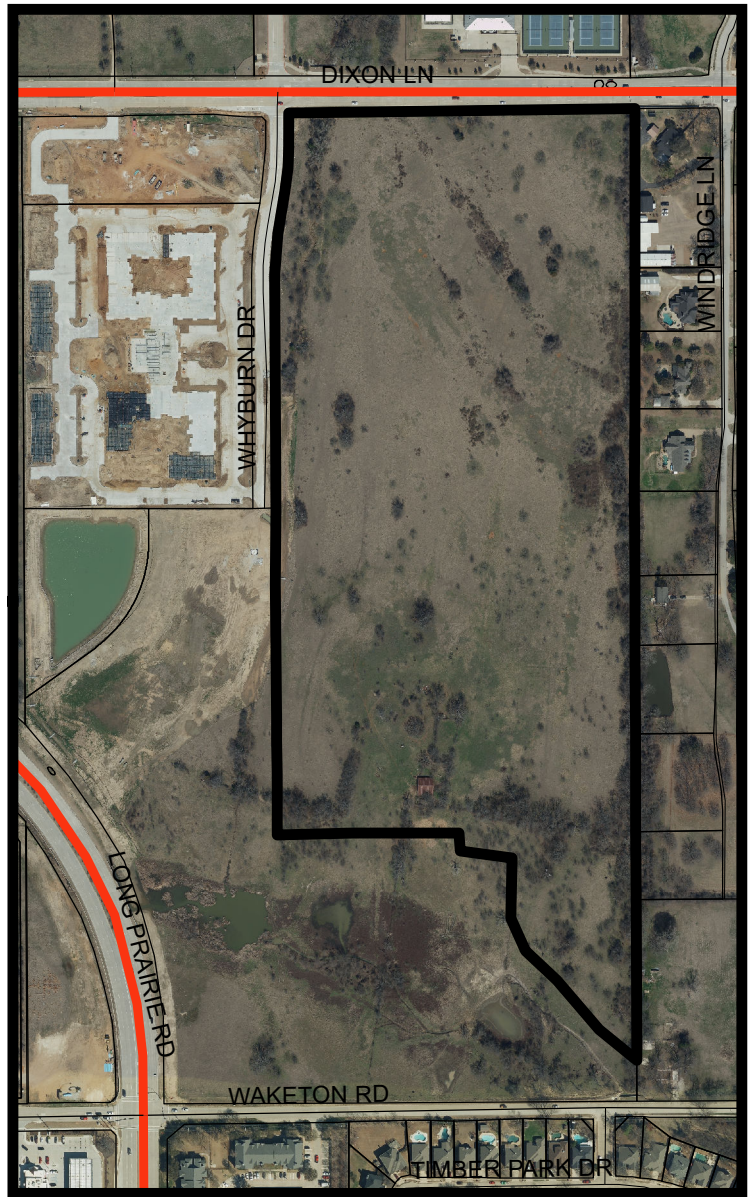
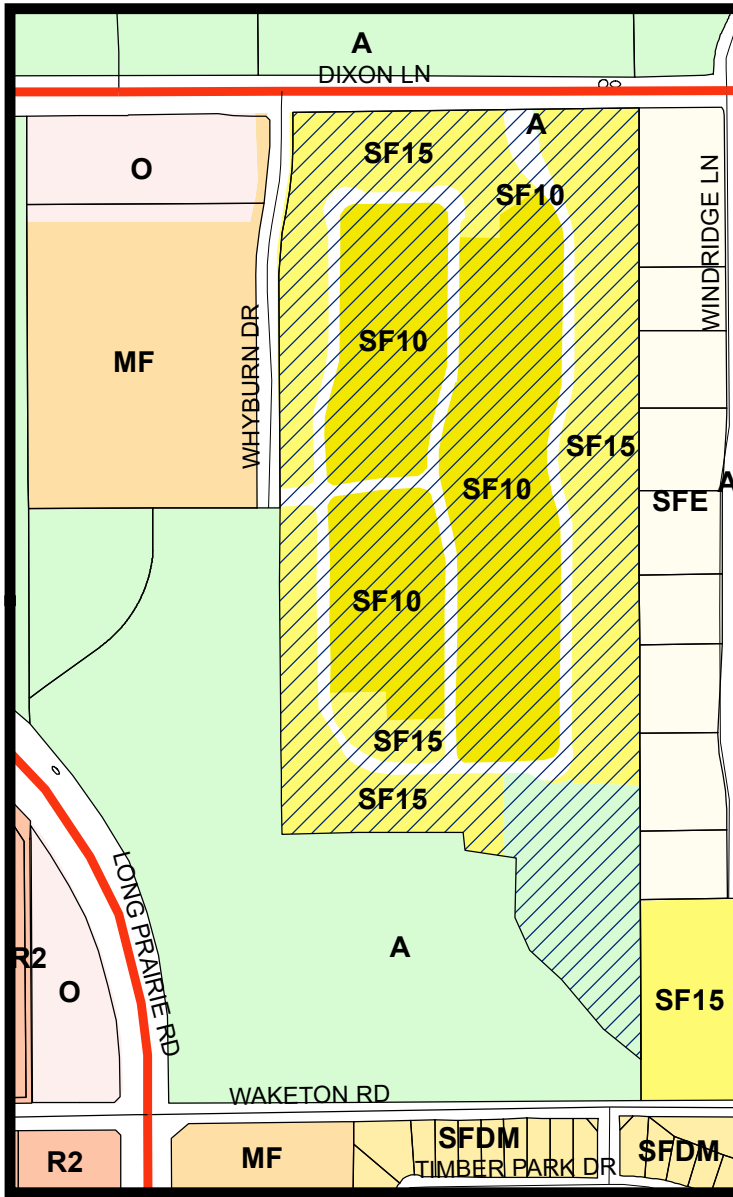
ATTACHMENTS:

1. Map - Zoning & Aerial

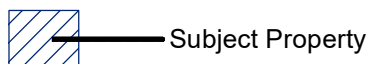
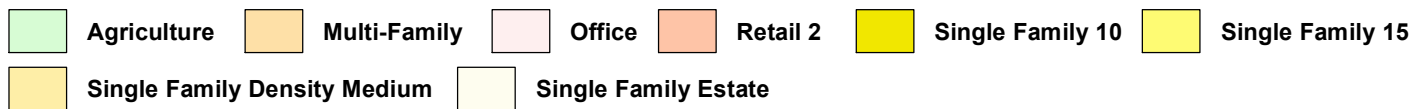
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

Reference Project: DP23-0001

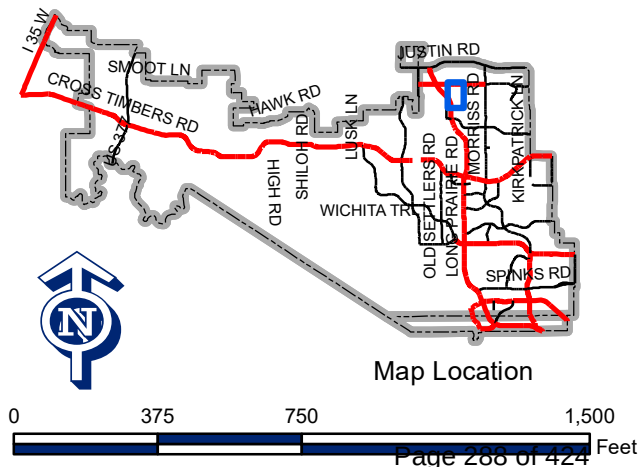


LEGEND



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.





TOWN COUNCIL AGENDA K.6. REGULAR ITEM(S)

DATE: August 21, 2023
FROM: Poornima Kashyap, Principal Planner
ITEM: **Public Hearing to consider an ordinance for amending the zoning (CON23-0003 – Montalcino Estates, Phases III and IV) from Interim Holding (IH) uses to Planned Development District No. 198 (PD-198) with Agricultural (A) uses for a conservation development. The property is generally located north of Cross Timbers Road and east of Montalcino Boulevard. (PZ recommended approval by a vote of 6 to 0 at its August 14, 2023, meeting.)**

BACKGROUND:

- Size – Approx. 197.97 acres
- Proposed Zoning – Agricultural zoning for a conservation development (minimum 1-acre lot size)
- Proposed Lots – 71 buildable lots have been approved for this area per the 2010 Town Council approved Development Plan.
- SMARTGrowth – Passed.
- Traffic Analysis – With direct access onto FM 1171, additional lots will not cause an impacted link or node.
- Exceptions – None
- Incentives – N/A
- [Planning & Zoning Commission Staff Report](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its August 14, 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.

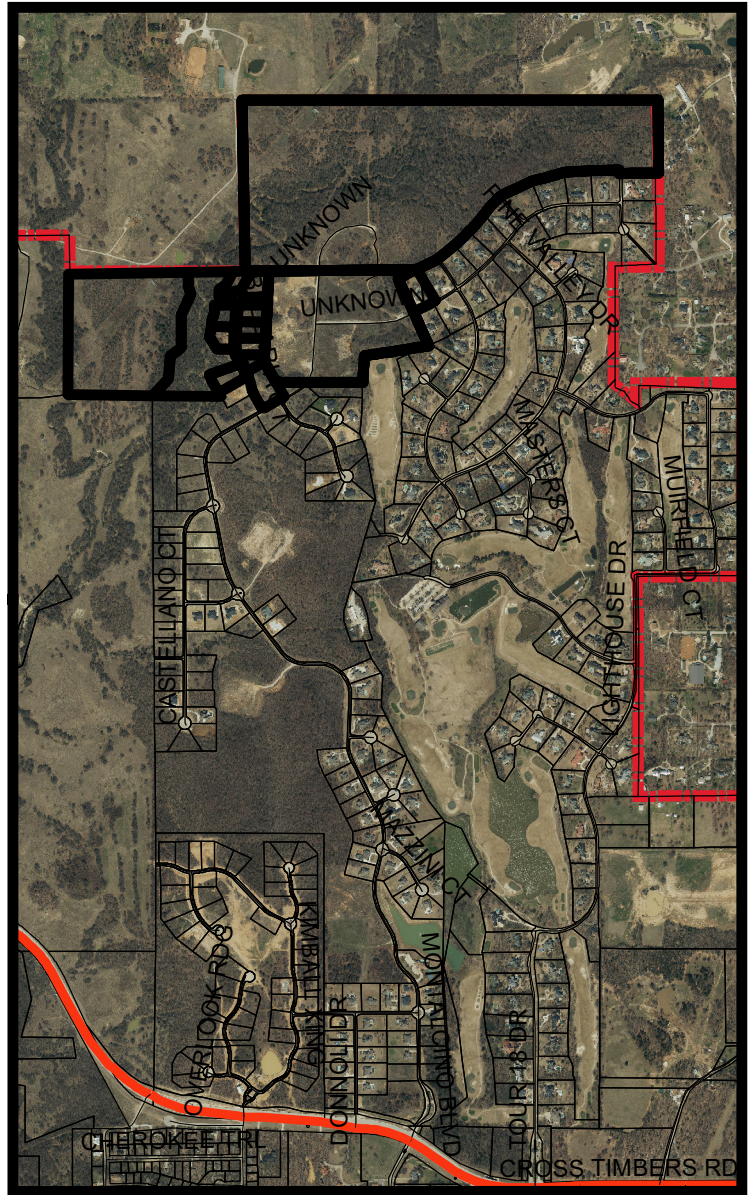
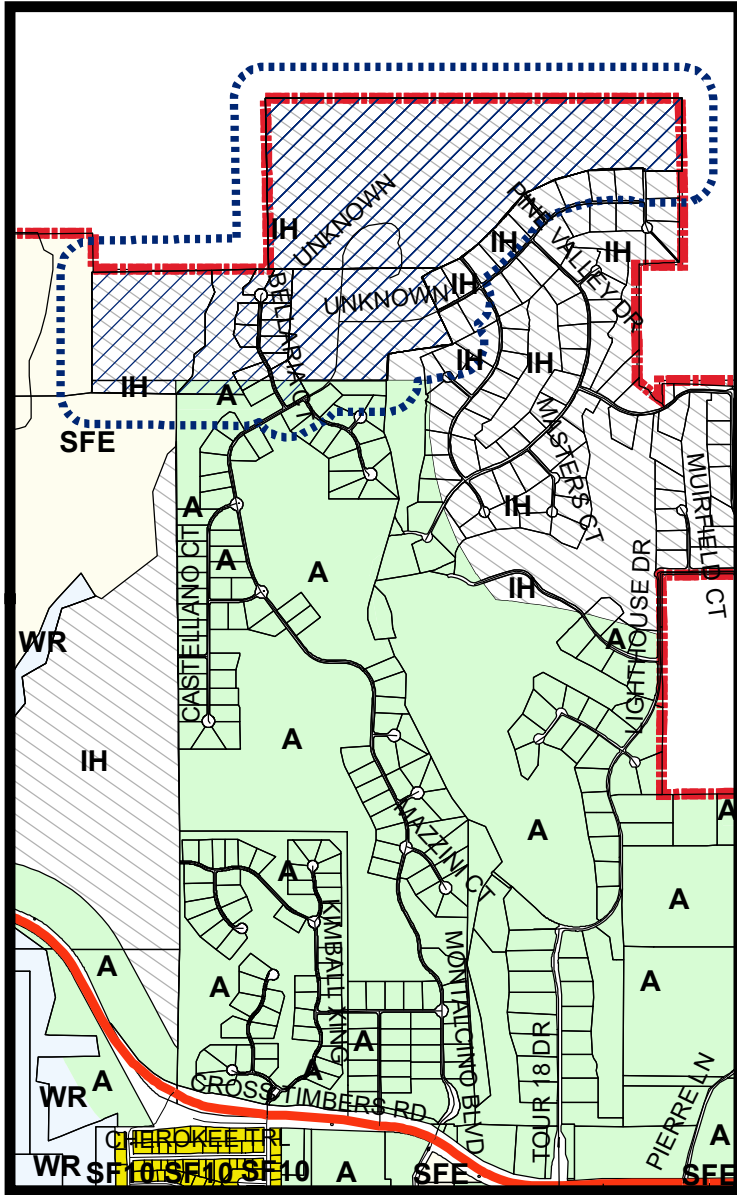
ATTACHMENTS:

1. Vicinity & Aerial Map
2. DRAFT Ordinance
3. DRAFT Exhibit

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

Vicinity Map

Reference Project: CON23-0003



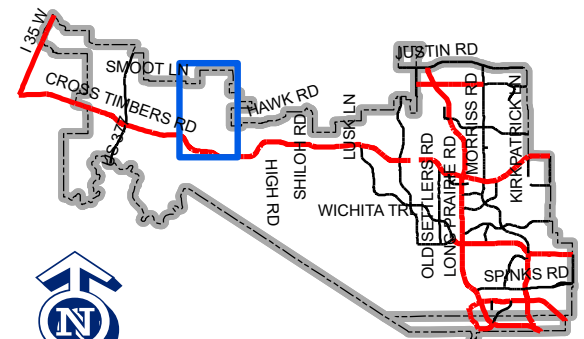
LEGEND

- Agriculture
- Interim Holding
- Single Family 10
- Single Family Estate
- Water Recreation

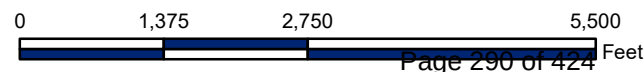
- Subject Property
- 200 ft Notification Buffer around Property

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



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 CHANGING THE ZONING ON APPROXIMATELY 197.97 ACRES OF LAND SITUATED IN THE JESSE GIBSON SURVEY, ABSTRACT NO. 479, T. & P. R.R. CO. SURVEY, ABSTRACT NO. 1303, AND A.M. FELTUS SURVEY, ABSTRACT NO. 1595, DENTON COUNTY, TEXAS, FROM IH INTERIM HOLDING USES TO PLANNED DEVELOPMENT DISTRICT-198 (PD-198) WITH A AGRICULTURAL USES FOR A CONSERVATION DEVELOPMENT IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (the "Town") 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 heretofore adopted the Land Development Regulations of the Town, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the Town Council has initiated consideration of a change in zoning classification from IH Interim Holding uses to Planned Development District-198 (PD-198) with A Agricultural uses for a Conservation Development for the property described as approximately 197.97 acres of land situated in the Jesse Gibson Survey, Abstract No. 479, T. & P. R.R. CO. Survey, Abstract No. 1303, and A.M. Feltus Survey, Abstract No. 1595, Denton County, Texas; and,

WHEREAS, the subject property is a portion of Montalcino Estates, a residential subdivision consisting of approximately 478.6 acres, that was previously located within the Town's Extraterritorial Jurisdiction in 2010, when Development Plan 01-09 (DP01-09) was approved for the entire 478.6 acres and Planned Development District-107 (PD-107) was created for the 280.62 acres of land located within the Town's corporate limits; and,

WHEREAS, the subject property has since been annexed into the Town's corporate limits, and the Town now seeks to apply uniform zoning regulations to the subject property, which was not previously zoned as part of Planned Development District-107 (PD-107); and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on August 14, 2023, and the Town Council of the Town held a public hearing on August 21, 2023, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a rezoning on the property; and,

WHEREAS, the Town Council finds that amendment of the Zoning Map as outlined herein is in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public.

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

SECTION 1

The Land Development Regulations of the Town, as amended, are hereby amended on the hereinafter described property and area to establish a Planned Development District as shown below:

Approximately 197.97 acres of land situated in the Jesse Gibson Survey, Abstract No. 479, T. & P. R.R. CO. Survey, Abstract No. 1303, and A.M. Feltus Survey, Abstract No. 1595, Denton County, Texas, depicted in Exhibit "A," attached hereto.

Planned Development District-198 (PD-198) with A Agricultural uses for a Conservation Development on property further depicted in Development Plan 01-09 (DP01-09), approved by the Town Council in 2010 and attached hereto as Exhibit "A."

SECTION 2

Development Plan 01-09 (DP01-09), approved by the Town Council in 2010, attached hereto as Exhibit "A" and incorporated herein for all purposes allowed by law, is hereby approved as the zoning exhibit for this Planned Development District No. 198 (PD-198).

SECTION 3

The official Zoning Map of the Town is hereby amended and the Director of Planning Services is directed to revise the official Zoning Map to reflect the approved Planned Development District No. 198 (PD-198), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained herein and in Exhibit "A," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

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

SECTION 10

This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 21ST DAY OF AUGUST, 2023.

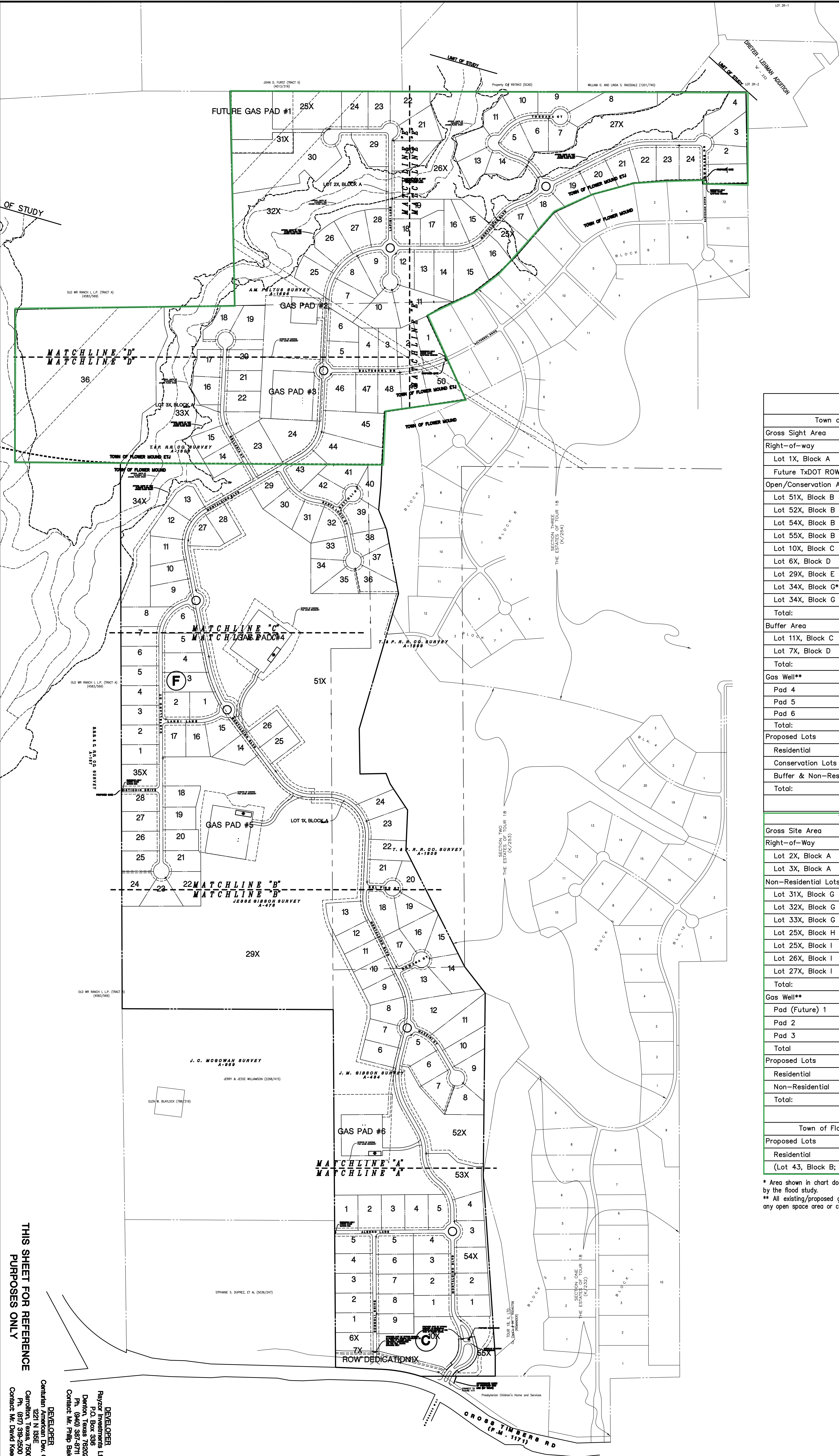
APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A" - ZONING EXHIBIT



PROJECT DATA TABLE	
Town of Flower Mound Corporate Limits	
Gross Sight Area	280.622 A; 12,223,894 SF
Right-of-way	
Lot 1X, Block A	11.856 A; 516,441 SF
Future TxDOT ROW Dedication	1.276 A; 55,569 SF
Open/Conservation Areas	
Lot 51X, Block B	45.196 A; 1,968,750 SF
Lot 52X, Block B	5.179 A; 225,607 SF
Lot 54X, Block B	1.130 A; 49,218 SF
Lot 55X, Block B	2.530 A; 110,219 SF
Lot 10X, Block C	3.947 A; 171,943 SF
Lot 6X, Block D	0.934 A; 40,704 SF
Lot 29X, Block E	71.257 A; 3,104,758 SF
Lot 34X, Block G*	8.966 A; 390,595 SF
Lot 34X, Block G	1.225 A; 53,366 SF
Total:	140.364 A; 6,115,160 SF
Buffer Area	
Lot 11X, Block C	0.626 A; 27,258 SF
Lot 7X, Block D	0.332 A; 14,455 SF
Total:	0.958 A; 41,713 SF
Gas Well**	
Pad 4	2.939 A; 128,034 SF
Pad 5	2.908 A; 126,679 SF
Pad 6	2.445 A; 106,516 SF
Total:	8.292 A; 361,229 SF
Proposed Lots	
Residential	103
Conservation Lots	9
Buffer & Non-Residential Lots	3
Total:	115

Town of Flower Mound ETJ	
Gross Site Area	197.969 A; 8,623,530 SF
Right-of-Way	
Lot 2X, Block A	6.798 A; 296,104 SF
Lot 3X, Block A	0.821 A; 35,750 SF
Non-Residential Lots	
Lot 31X, Block G	1.357 A; 59,095 SF
Lot 32X, Block G	25.634 A; 1,116,635 SF
Lot 33X, Block G	11.070 A; 482,210 SF
Lot 25X, Block H	1.084 A; 47,229 SF
Lot 25X, Block I	3.513 A; 153,028 SF
Lot 26X, Block I	10.466 A; 455,894 SF
Lot 27X, Block I	9.195 A; 400,550 SF
Total:	62.32 A; 2,714,641 SF
Gas Well**	
Pad (Future) 1	2.732 A; 118,987 SF
Pad 2	0.936 A; 40,791 SF
Pad 3	2.676 A; 116,550 SF
Total	6.344 A; 276,328 SF
Proposed Lots	
Residential	71
Non-Residential	8
Total:	79

Town of Flower Mound Corporate Limits and ETJ	
Proposed Lots	
Residential	3
(Lot 43, Block B; Lot 14, Block G; & Lot 23 Block G)	

* Area shown in chart does not include the extents of the floodway as determined by the flood study.
** All existing/proposed gas well pad sites and access roads are not included in any open space area or conservation lot.

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 02/08/2010
T C 03/01/2010
SEE FILE FOR CONDITIONS DP 01-09

THIS SHEET FOR REFERENCE
PURPOSES ONLY

DEVELOPER
Century American Dev. Group
1221 N. 135E
Carmel, Texas 76008
P.O. Box 386
Denton, Texas 76202
P.O. Box 386
Denton, Texas 76202
Contact: Mr. Philip Bauer
Contact: Mr. Philip Bauer

DEVELOPER
Rayzor Investments Ltd.
P.O. Box 386
Denton, Texas 76202
P.O. Box 386
Denton, Texas 76202
Contact: Mr. Philip Bauer
Contact: Mr. Philip Bauer

Drawn By: SM/RR	06220
Date: 04/06/09	
Scale: N.T.S.	
1/16" = 1'-0"	
1/8" = 1'-0"	
1/4" = 1'-0"	
1/2" = 1'-0"	
3/4" = 1'-0"	
1" = 1'-0"	

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR CONTRACTING.
G&A CONSULTANTS, INC.
ROBERT JOHN DOLLY, JR.,
P.E. #58898
DATE 02/02/2010

Overall Development Plan

MONTALCINO ESTATES
478.588 Acres
in the
A. M. FELTUS SURVEY, ABSTRACT No. 1595
J. M. GIBSON SURVEY, ABSTRACT No. 484
J. C. MCGOWAN SURVEY, ABSTRACT No. 959
TEXAS & PACIFIC RR CO SURVEY, ABSTRACT No. 1303
JESSE GIBSON SURVEY, ABSTRACT No. 478
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

G & A Consultants, Inc.
SITE PLANNING * PLATTING
CIVIL ENGINEERING * LAND SURVEYING
LANDSCAPE ARCHITECTURE
Phone (972) 436-9712 * Fax (972) 436-9715
P.O. Box 1398 * Lewisville, Texas 75067



TOWN COUNCIL AGENDA K.7. REGULAR ITEM(S)

DATE: August 21, 2023
FROM: Poornima Kashyap, Principal Planner
ITEM: **Consider a request for a Record Plat (RC22-0006 – Montalcino Estates, Phase III) to create a residential subdivision with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road and east of Montalcino Boulevard. (PZ recommended approval by a vote of 6 to 0 at its August 14, 2023, meeting.)**

BACKGROUND:

- Size – Approximately 72.7 acres
- Proposed Lots – 43 buildable lots (minimum 1-acre in size)
- SMARTGrowth – Passed, with the approval of Topographic Slope exception.
- Traffic Analysis – With direct access onto FM 1171, additional 43 lots will not cause an impacted link or node.
- Exceptions:
 1. An exception to delay house pad benching.
 2. An exception to allow lot-to-lot drainage for certain lots.
 3. An Exception to Section 98-147, Topographic Slope.
 4. An exception to allow construction and construction-related activity within FEMA floodplain and the fully developed FEMA floodplain for a road crossing.
- Incentives – N/A
- [Planning & Zoning Commission Staff Report](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 to include staff recommended conditions at its August 14, 2023, meeting.

1. House Pad Benching. Developer shall prepare and submit a complete subdivision design including general grading, drainage and pad elevation plans in accordance with the Engineering Design Criteria and Construction Standards. The general pad elevations for the lots within the development shall be included in the subdivision design plans but are not required to be "benched" prior to the Town's final acceptance of Phase III. Developer agrees that for each pad site that is not being benched, prior to final acceptance of the lot improvements, the following will occur:

- a. Developer shall retain a professional licensed engineer to design plans for the review and approval of any modification in the benching data for each and every pad site identified herein as well as any design modifications required to address changes in drainage flows, velocities and direction that deviate from the original approved plans and prepare and submit any

proposed revisions to the Town for approval and acceptance before each such pad site or group of pad sites within a particular phase is benched;

- b. Erosion control measures shall be maintained in compliance with an approved Stormwater Pollution Prevention Plan (SWPPP) including silt fencing, check dam, bar ditch and storm water pipe system cleaning shall be performed on a routine basis as needed and no less frequently than at least one time every six months or more frequently as may be required and directed by the Town Manager or his designee;
- c. Developer shall be responsible for weekly monitoring, clean-up and removal of construction debris, waste and litter that is dumped, accumulates or is otherwise stockpiled within the development;
- d. Developer shall remove check dams and silt fencing as appropriate and in accordance with best management practices after all pad sites within the phase have been benched and stabilized and a final phase inspection of the newly benched pad sites has been performed and approved by the Town.

2. The developer shall install a private drainage system for Lot 51 through Lot 60, Block B, that is located within a drainage easement dedicated to the HOA and that the system meets the minimum private storm water system standards contained in Part B, Section IV of the Design Criteria.

Additional condition that was presented at the P&Z meeting:

3. An exception to Section 98-147, Topographic slope shall be granted to all buildable residential lots that contain slope as identified on the slope exhibit on the Environmental Protection Plan (EPP) for Montalcino Estates, Phase III development.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

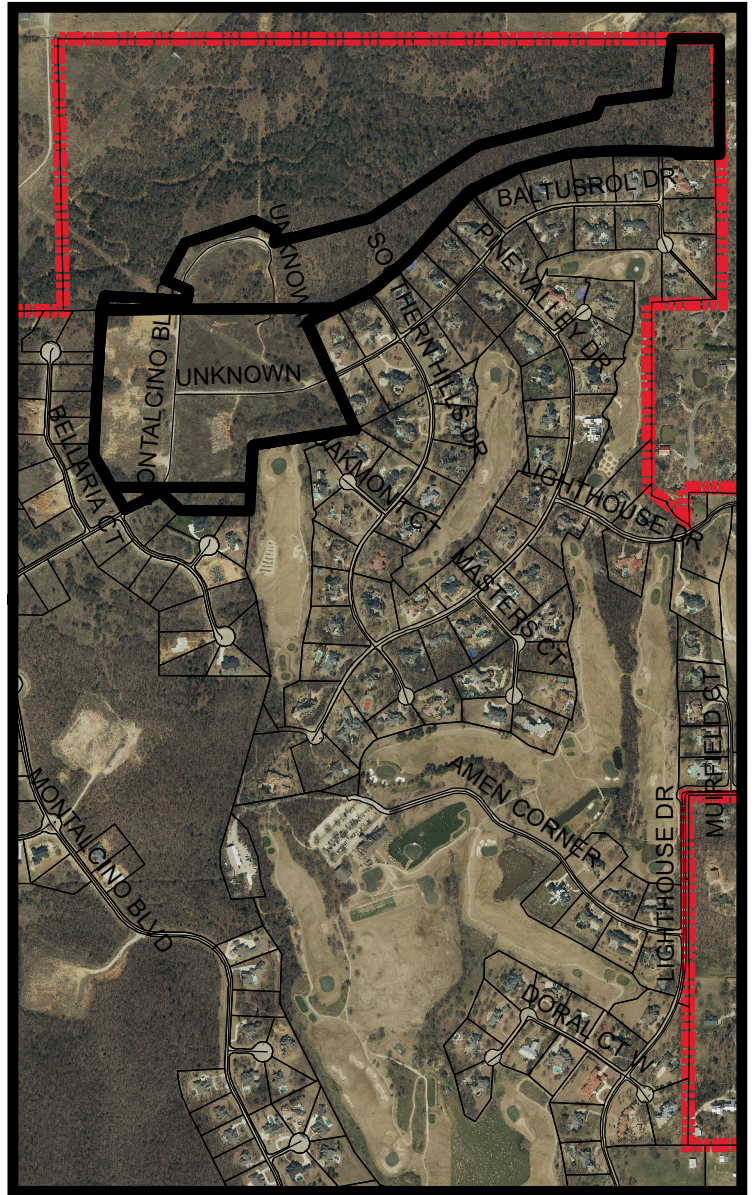
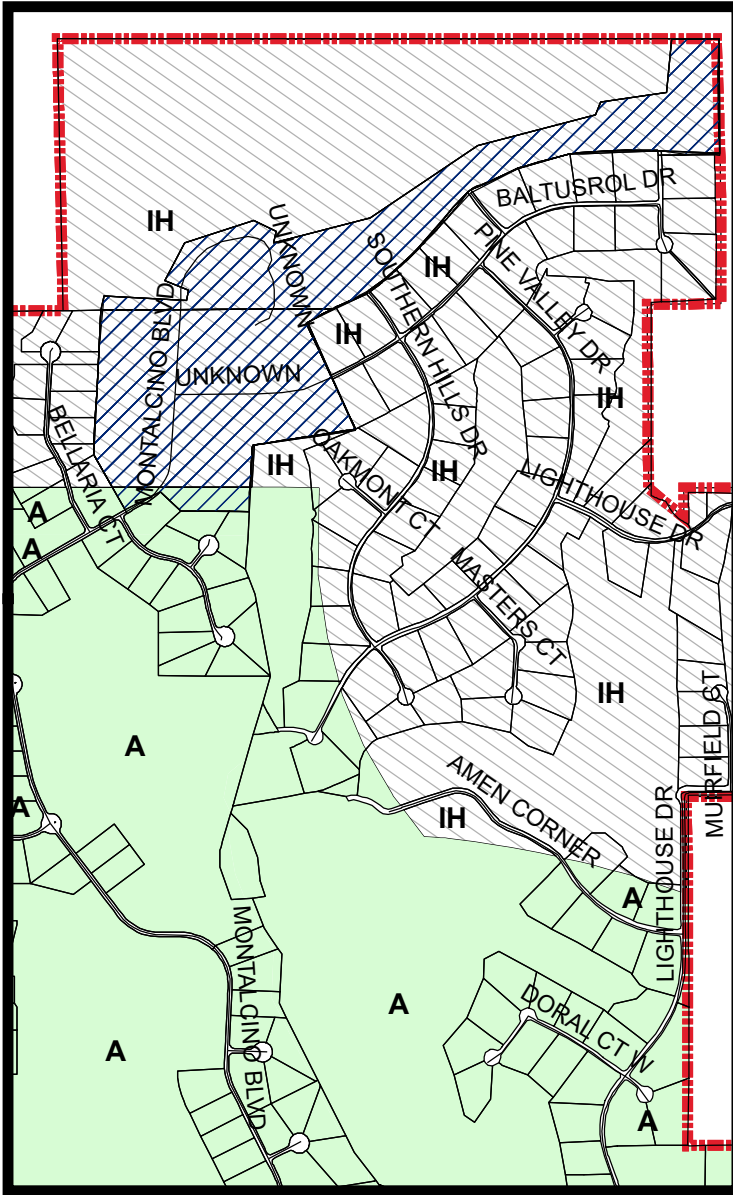
ATTACHMENTS:

- 1. Vicinity & Aerial Map

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

Vicinity Map

Reference Project: RC22-0006



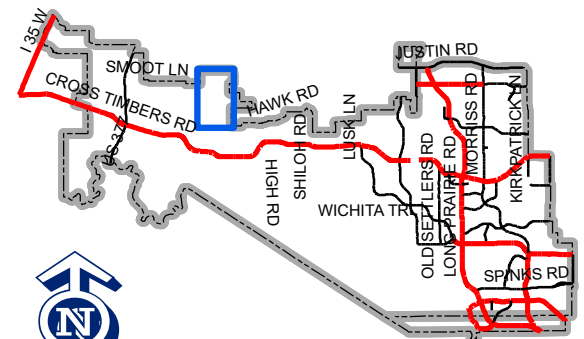
LEGEND

 Agriculture  Interim Holding

 Subject 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

0 875 1,750 3,500 Feet



TOWN COUNCIL AGENDA K.8. REGULAR ITEM(S)

DATE: August 21, 2023
FROM: James Hoefert, Environmental Review Analyst
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP23-0008) for seven (7) specimen trees on property proposed for development as Montalcino Phase III. The property is generally located north of Cross Timbers Road and east of Montalcino Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its August 1, 2023, meeting)**

BACKGROUND: The Montalcino Phase III development consists of approximately 72.766 acres and is generally located north of Cross Timbers Road and east of Montalcino Boulevard. The proposed site for new residential development is currently zoned for Interim Holding uses and designated as Cross Timbers Conservation Development District within the Town's Master Plan. The current phase consisting of 72.766 acres and future phase are being rezoned to Planned Development District No. 198 (PD-198) with Agricultural (A) uses for a conservation development in compliance with the approved development plan. According to the tree survey for the project, the site has fifty-four (54) specimen trees. The applicant is requesting to remove seven (7) of the specimen trees. The specimen trees proposed for removal are in good condition and located within the proposed buildable area.

The following is a list of the seven (7) specimen trees being requested for removal:

Tree #1132 – 36" post oak; Tree #1133 – 24" post oak; Tree #1144 – 24" post oak; Tree #1153 – 22" post oak; Tree #1196 – 22" post oak; Tree #1566 – 25" post oak; and Tree #1572 – 22" post oak.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 350" of replacement trees, equaling 117 three-inch caliper trees, will be required for the seven (7) specimen trees being requested for removal on this site. In addition, protected trees removed will also require replacement at a tree-for-tree rate. The developer is proposing to preserve existing protected and specimen trees on the site, so there will be credits available for the preservation of those trees. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its August 1, 2023, meeting. The ECC recommended approval of the requested permit to remove all seven (7) specimen trees. The ECC meeting can be viewed at: <https://flowermoundtx.new.swagit.com/videos/268234>

ALTERNATIVES: The Town Council may approve or deny the requested tree removal permit or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Specimen tree removal permit application
3. Photographs of the specimen trees proposed for removal
4. Tree Survey

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

July 18, 2023

Jimmy Hoefert, Environmental Review Analyst
Town of Flower Mound
Environmental Services Division
2121 Cross Timbers Road
Flower Mound, Texas 75028

Reference: Tree Removal Permit Application
72.766 Acres in Montalcino Estates Phase III
Montalcino Blvd
Town of Flower Mound
Denton County, Texas

Dear Mr. Hoefert,

On behalf of the home builder on the aforementioned property, we are requesting that (7) specimen tree (as outlined in the attached specimen tree survey), as defined in the TOFM Tree Preservation Code, be removed. The trees are being requested to be removed due to site and design conditions, which thereby mean the subject property cannot reasonably be developed without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	54 trees
Total specimen trees to be removed	7 trees

Due to preexisting conditions, Town of Flower Mound Engineering Standards, and site conditions, the specimen trees are not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

The following are the specimen trees we are requesting to be removed:

- | | |
|---------------|--------------|
| 1. Tree #1132 | 36" Post Oak |
| 2. Tree #1133 | 24" Post Oak |
| 3. Tree #1144 | 24" Post Oak |
| 4. Tree #1153 | 22" Post Oak |
| 5. Tree #1196 | 22" Post Oak |
| 6. Tree #1566 | 25" Post Oak |
| 7. Tree #1572 | 22" Post Oak |

These trees are being removed due to site constraints.

Based on the above data, I respectfully ask that the trees enumerated above be allowed to be removed from the site.

Sincerely,



Verity Burk RLA
Landscape Architect, TX #3438



Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

Verity Burk

Address:

111 Hillside Drive
Lewisville, TX 75077

Phone:

972-436-9712

Applicant's Legal Interest in the Property:

Landscape Architect for Centurion American

2. Property Owner(s)

Name(s): Mehrdad Moayedi, CTMGT Montalcino, LLC

Address:

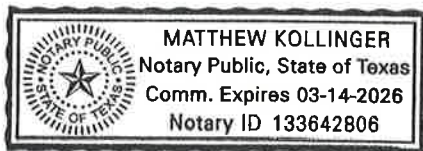
3. Location and Legal Description of Property:

72.766 Acres located in the Jesse Gibson Survey, Abstract No. 479, T. & P. R.R. Co
Survey, Abstract No. 1303, A.M. Feltus Survey, Abstract No. 1595

4. Owner's Authorization of Representation

I, Mehrdad Moayedi, the owner of the above described real property, do hereby authorize _____ to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Mehrdad Moayedi
Signature of Owner



Given Under My Hand and Seal of Office
This the 28th Day of April, 2023
[Signature] Notary Public
In and For Dallas County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Verity Burk, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Verity Burk
Signature of Applicant

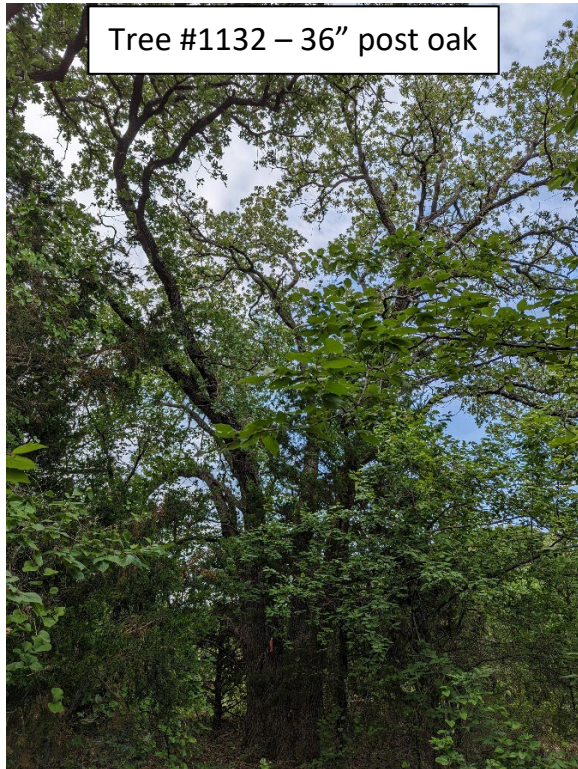
Landscape Architect License No. 3438
State of Licensure Texas
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____

Given Under My Hand and Seal of Office
This the ____ Day of _____, 20____

Notary Public
In and For _____ County, Texas

6. Received by Town of Flower Mound on (Date) 4/28/2023 by
(initials) JRH.

Montalcino Phase III -
Specimen trees proposed for removal



Tree #1132 – 36" post oak



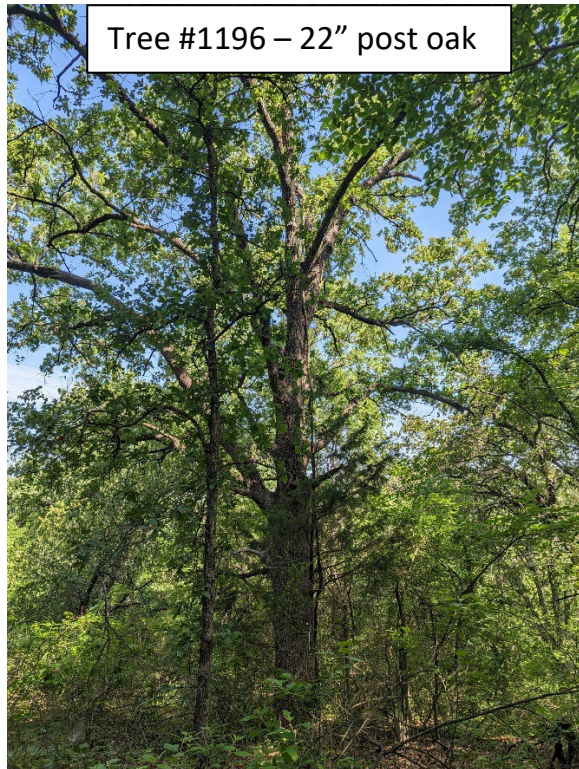
Tree #1133 – 24" post oak

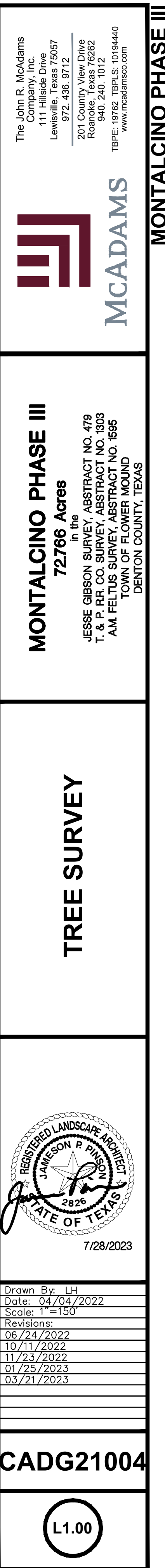


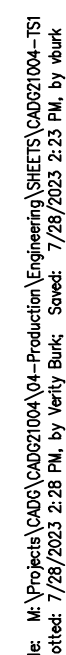
Tree #1144 – 24" post oak



Tree #1153 – 22" post oak

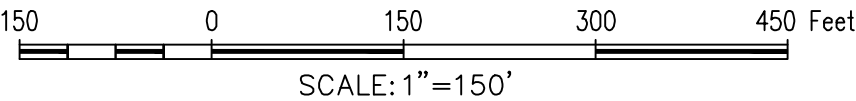






	PROTECTED TREE TO BE REMOVED
	PROTECTED TREE TO REMAIN
	SPECIMEN TREE TO BE REMOVED
	SPECIMEN TREE TO REMAIN
	PROTECTED TREE PROTECTION FENCING
	SPECIMEN TREE PROTECTION FENCING
	UPLAND WOODED HABITAT
	IMPACTED UPLAND WOODED HABITAT

NOTE: 1,368,219 S.F. OR 31.41 ACRES
OF UPLAND WOODED HABITAT
ARE BEING PRESERVED



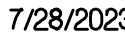
OWNER/DEVELOPER
CTMG T MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS
Ph. (489) 892-7200
Contact: Mr. Mehrdad Moayedl



MCADAMS

MONTALCINO PHASE III
72.766 Acres
in the
JESSE GIBSON SURVEY, ABSTRACT NO. 479
T. & P. RR. CO. SURVEY, ABSTRACT NO. 1303
AM. FELTUS SURVEY, ABSTRACT NO. 1595
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

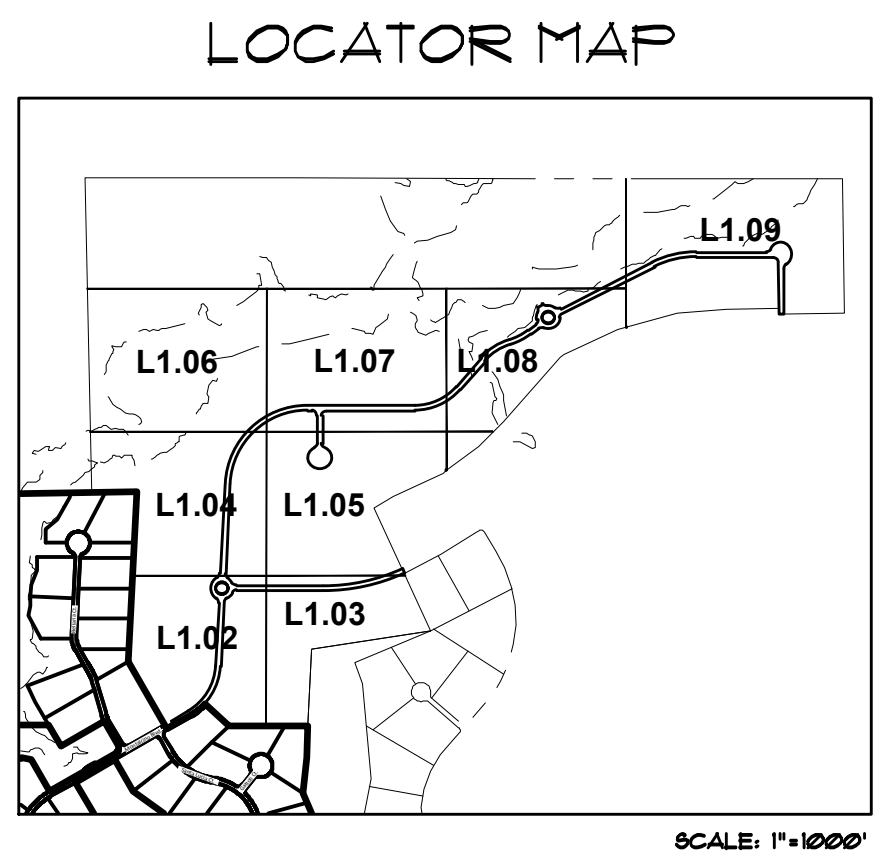
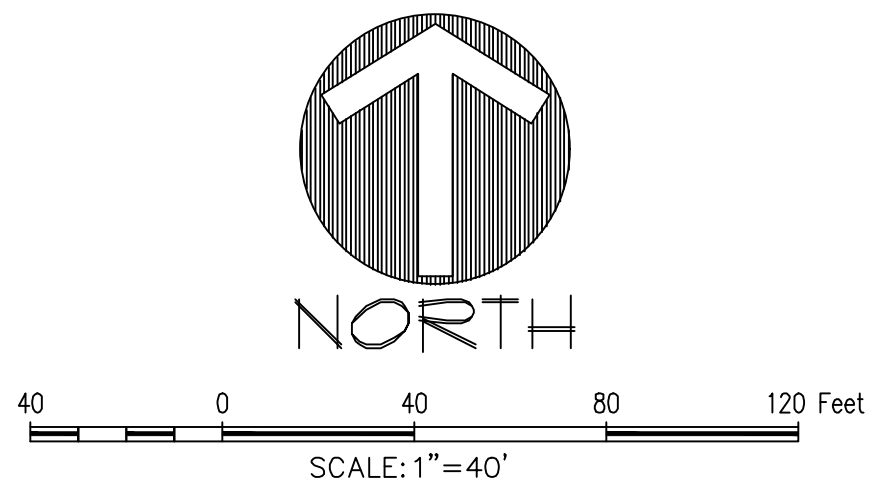
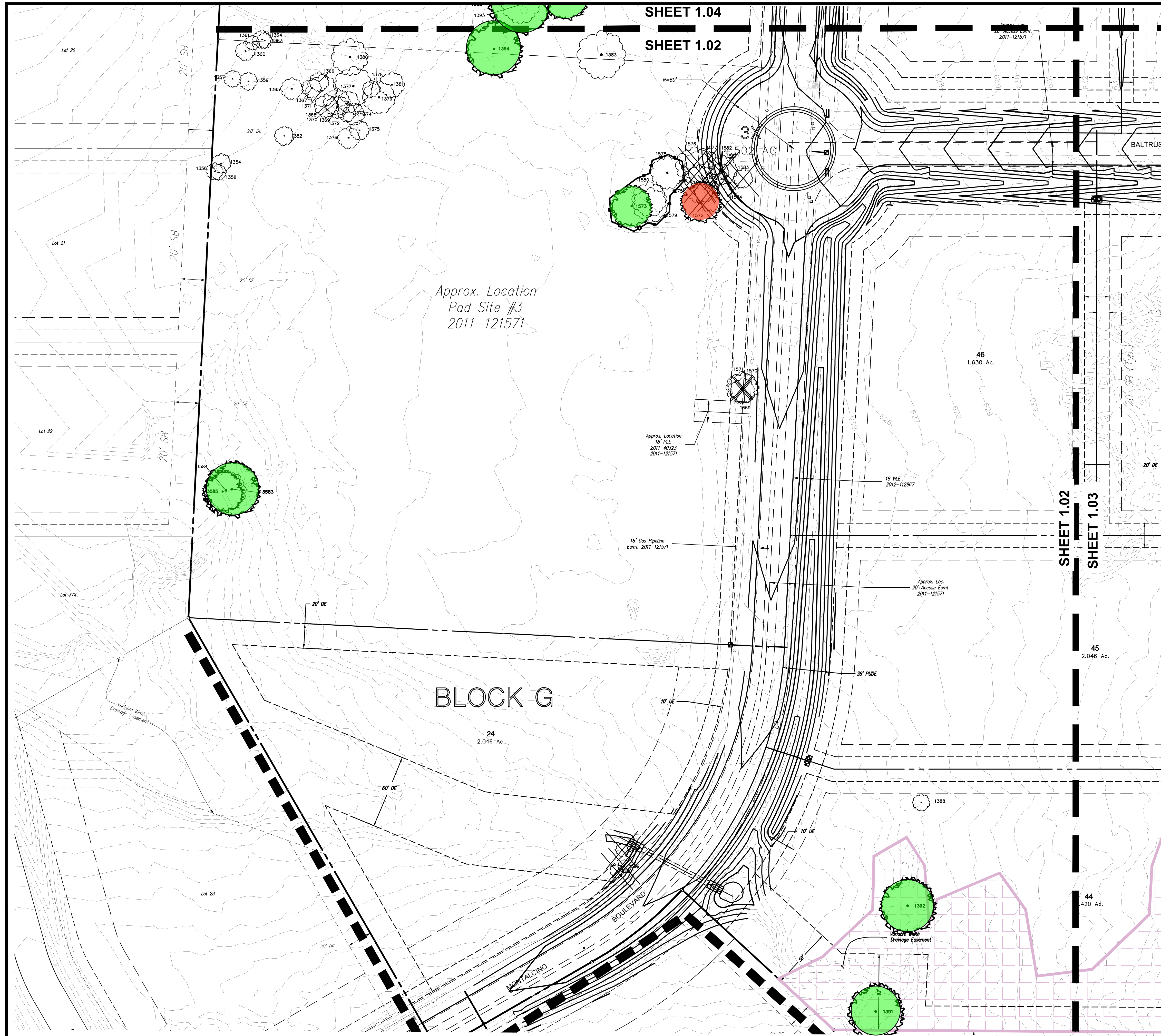


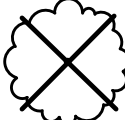
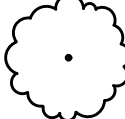
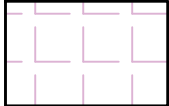
Drawn By: LH
Date: 04/04/2022
Scale: 1"=150'
Revisions:
06/24/2022
10/11/2022
11/23/2022
01/25/2023
03/21/2023

CADG21004

L1.01

MONTALCINO PHASE III



- # LEGEND
- | | |
|---|--------------------------------------|
|  | PROTECTED TREE
TO BE REMOVED |
|  | PROTECTED TREE
TO REMAIN |
|  | SPECIMEN TREE
TO BE REMOVED |
|  | SPECIMEN TREE
TO REMAIN |
|  | PROTECTED TREE
PROTECTION FENCING |
|  | SPECIMEN TREE
PROTECTION FENCING |
|  | UPLAND WOODED
HABITAT |

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 76282
940.240.1012

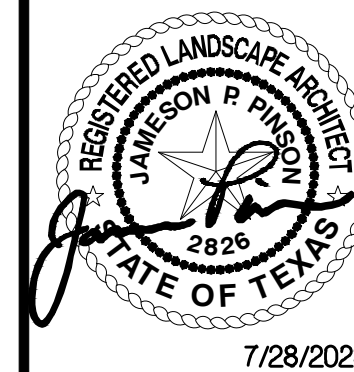
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com



MONTALCINO PHASE III

MONTALCINO PHASE III
In the
72,766 Acres
JESSE GIBSON SURVEY, ABSTRACT NO. 479
T. & P. R. CO. SURVEY, ABSTRACT NO. 1303
A.M. FELTUS SURVEY, ABSTRACT NO. 1595
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

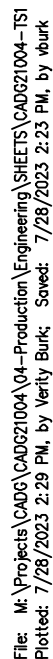


Drawn By: LH
Date: 04/04/2022
Scale: 1"=40'
Revisions:
06/24/2022
10/11/2022
11/23/2022
01/25/2023
03/21/2023

CADG21004

L1.02

OWNER/DEVELOPER
CTMGT MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayedi



MCADAMS

MONTALCINO PHASE III
72.766 Acres
in the
JESSE GIBSON SURVEY, ABSTRACT NO. 479
T. & P. RR. CO. SURVEY, ABSTRACT NO. 1303
AM. FELTUS SURVEY, ABSTRACT NO. 1595
TOWN OF SLOWED MOUND

TREE SURVEY



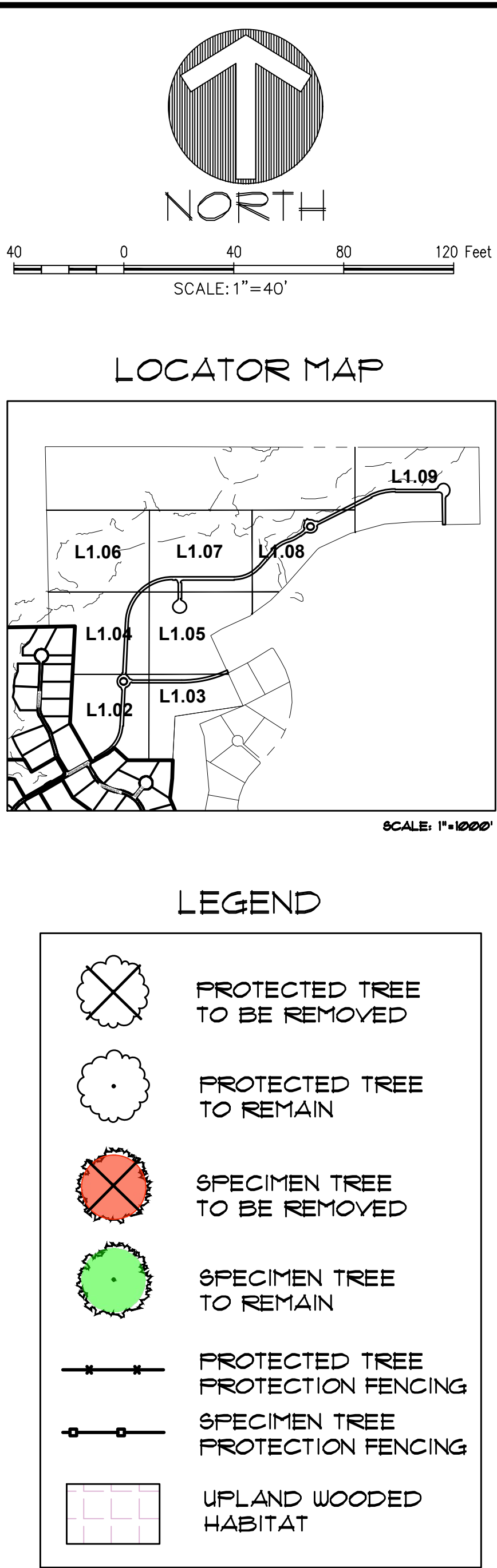
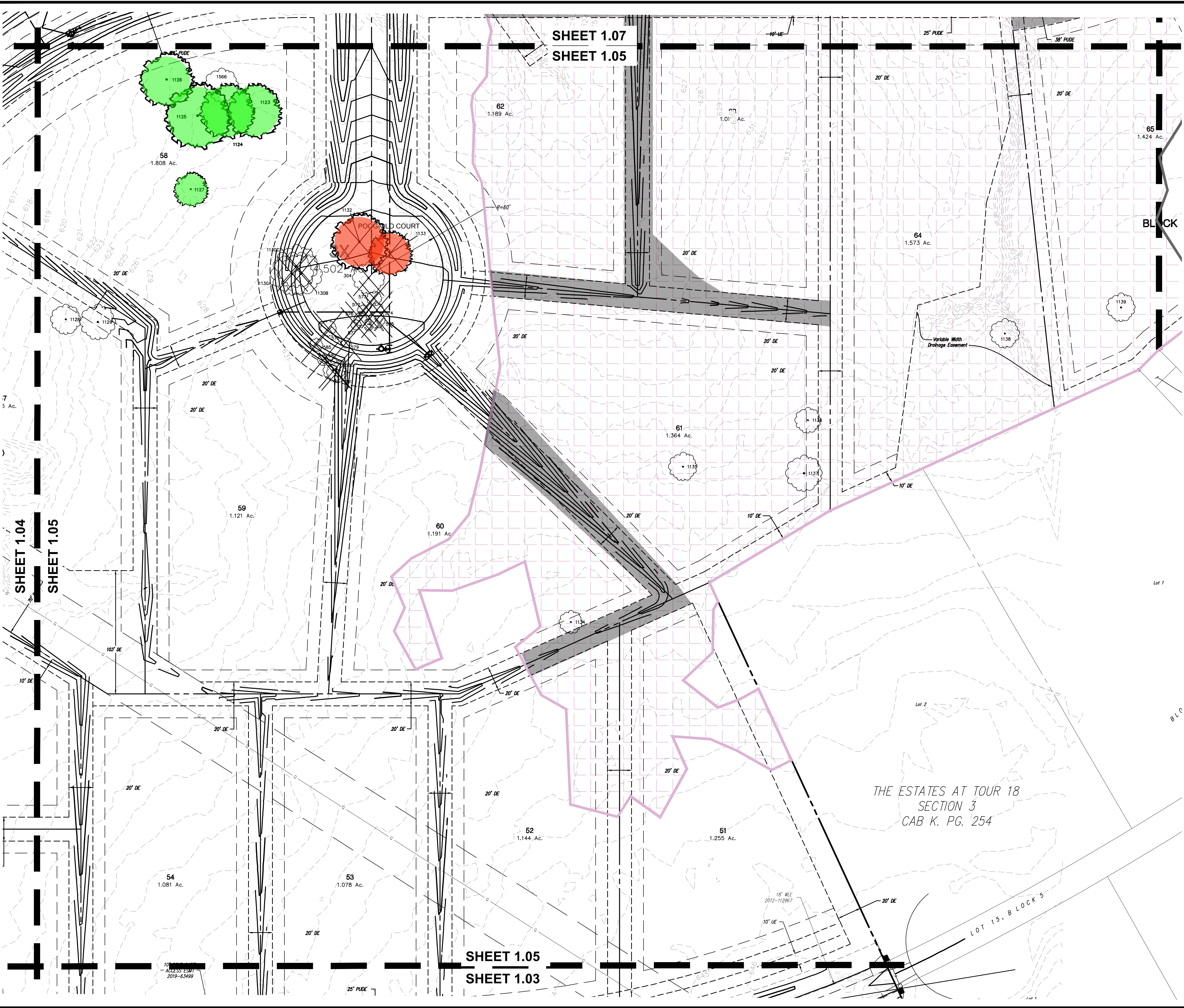
Drawn By: LH
Date: 04/04/2022
Scale: 1"=30'
Revisions:
06/24/2022
10/11/2022
11/23/2022
01/25/2023
03/21/2023

CADG2100

(L1.03

OWNER/DEVELOPER
CTMGT MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayedi

File: M:\Projects\CADG21004\CADG21004.dwg - Production Engineering\Drawings\CADG21004-151
Plotted: 7/28/2023 2:28 PM by Verly Bunk Sheet: 1/28/2023 2:23 PM by Mark



The John B. McAdams
Company Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 County View Drive
Roanoke, Texas 76262
940.240.1012
TBP#: 19762 TBP LS: 10184440
www.mcadamsco.com

MCADAMS

MONTALCINO PHASE III
in the
72,766 Acres
JESSE GIBSON SURVEY, ABSTRACT NO. 479
T. & P. R.R. CO. SURVEY, ABSTRACT NO. 1303
A.M. FELTUS SURVEY, ABSTRACT NO. 1956
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

REGISTERED LANDSCAPE ARCHITECT
JAYSON R. PINSON
2526
STATE OF TEXAS
7/28/2023

Drawn By: LH
Date: 04/04/2022
Scale: 1"=40'
Revisions:
06/24/2022
10/11/2022
11/23/2022
01/25/2023
03/21/2023

CADG21004

L1.05

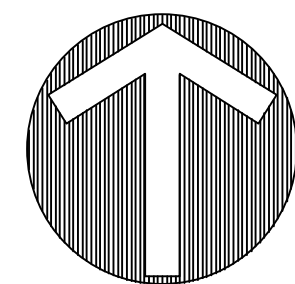
OWNER/DEVELOPER
CTMGT MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayed

SHEET 1.06

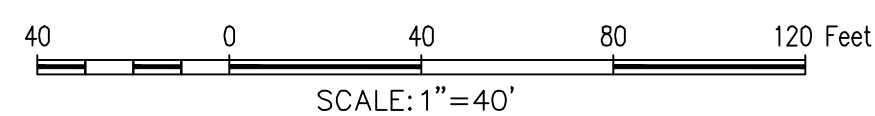
EASEMENT AND RIGHT-OF-WAY
IN FAVOR OF TEXAS POWER & LIGHT
VOL. 1141, PG.381 (TRACT NO. 1)

Remainder
Called 477.2310 Ac.
CTMG T Montalcino, LLC,
VOL. 5340, Pg. 2272 RPRDCT

SHEET 1.06
SHEET 1.04

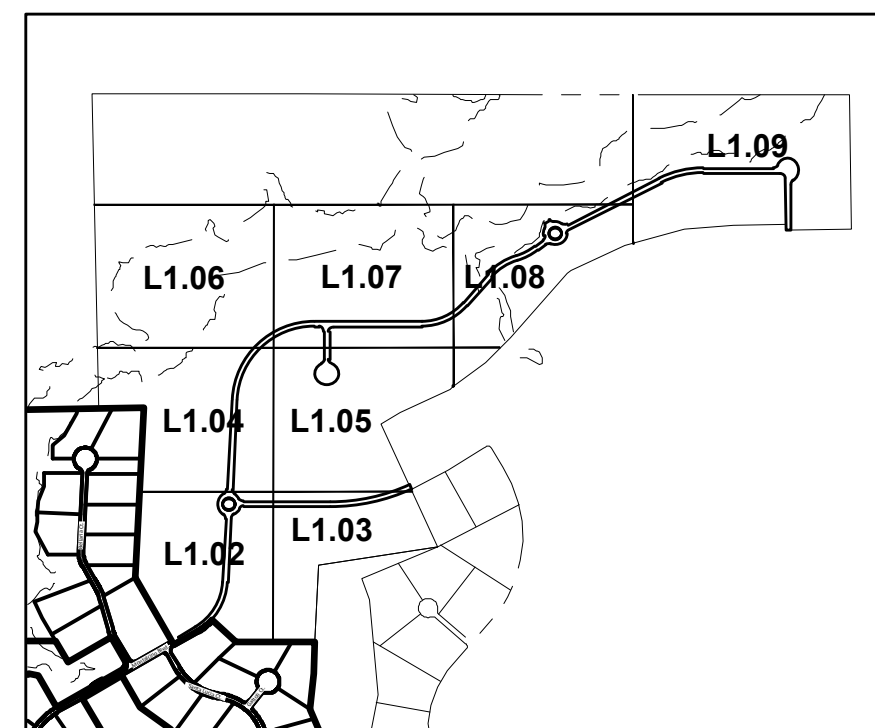


NORTH



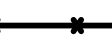
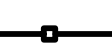
SCALE: 1"=40'

LOCATOR MAP



SCALE: 1"=1000'

LEGEND

- | | |
|---|--------------------------------------|
|  | PROTECTED TREE
TO BE REMOVED |
|  | PROTECTED TREE
TO REMAIN |
|  | SPECIMEN TREE
TO BE REMOVED |
|  | SPECIMEN TREE
TO REMAIN |
|  | PROTECTED TREE
PROTECTION FENCING |
|  | SPECIMEN TREE
PROTECTION FENCING |
|  | UPLAND WOODED
HABITAT |

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

PE: 19762 TBLPS: 1019444
www.mcadamsco.com



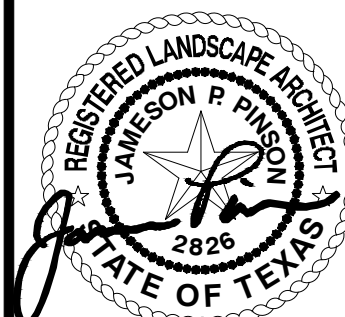
MCADAMS

MONTALCINO PHASE III

72.766 Acres

in the
 ESSE GIBSON SURVEY, ABSTRACT NO. 479
 . & P. RR. CO. SURVEY, ABSTRACT NO. 1303
 AM. FELTUS SURVEY, ABSTRACT NO. 1595
 TOWN OF FLOWER MOUND
 DENTON COUNTY, TEXAS

TREE SURVEY



7/28/2023

Drawn By: LH
Date: 04/04/2022
Scale: 1"=40'
Revisions:
06/24/2022
10/11/2022
11/23/2022
01/25/2023
03/21/2023

CADG21004

L1.06

OWNER/DEVELOPER
CTMGT MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayed

File: M:\Projects\CADG21004\CADG21004.dwg (Production) SHEETS\CADG21004-101
Plotted: 7/28/2023 2:30 PM by Verly Bunk Sheet: 7/28/2023 2:23 PM by Mark

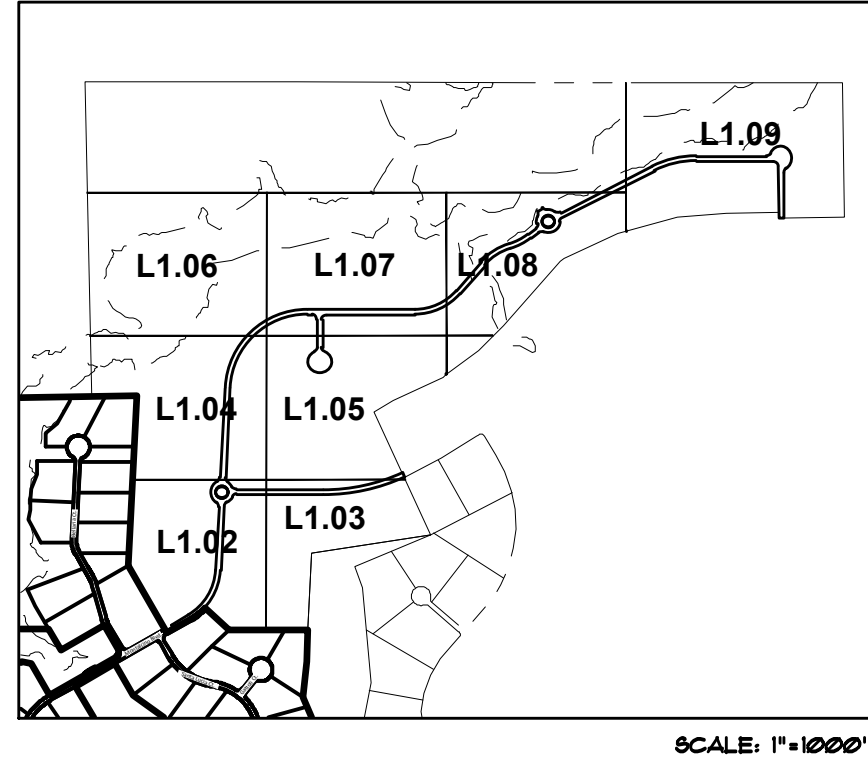
SHEET 1.07

SHEET 1.07
SHEET 1.05



SCALE: 1"=40'

LOCATOR MAP



LEGEND

- PROTECTED TREE TO BE REMOVED
- PROTECTED TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED
- SPECIMEN TREE TO REMAIN
- PROTECTED TREE PROTECTION FENCING
- SPECIMEN TREE PROTECTION FENCING
- UPLAND WOODED HABITAT

The John B. McAdams
Company Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 County View Drive
Roanoke, Texas 76262
940.240.1012
TBP#: 19762 TBP L.S. 1018440
www.mcadamsco.com



MONTALCINO PHASE III
72,766 Acres
in the
JESSE GIBSON SURVEY, ABSTRACT NO. 479
T. & P. R.F. CO. SURVEY, ABSTRACT NO. 1303
A.M. FELTUS SURVEY, ABSTRACT NO. 1956
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY



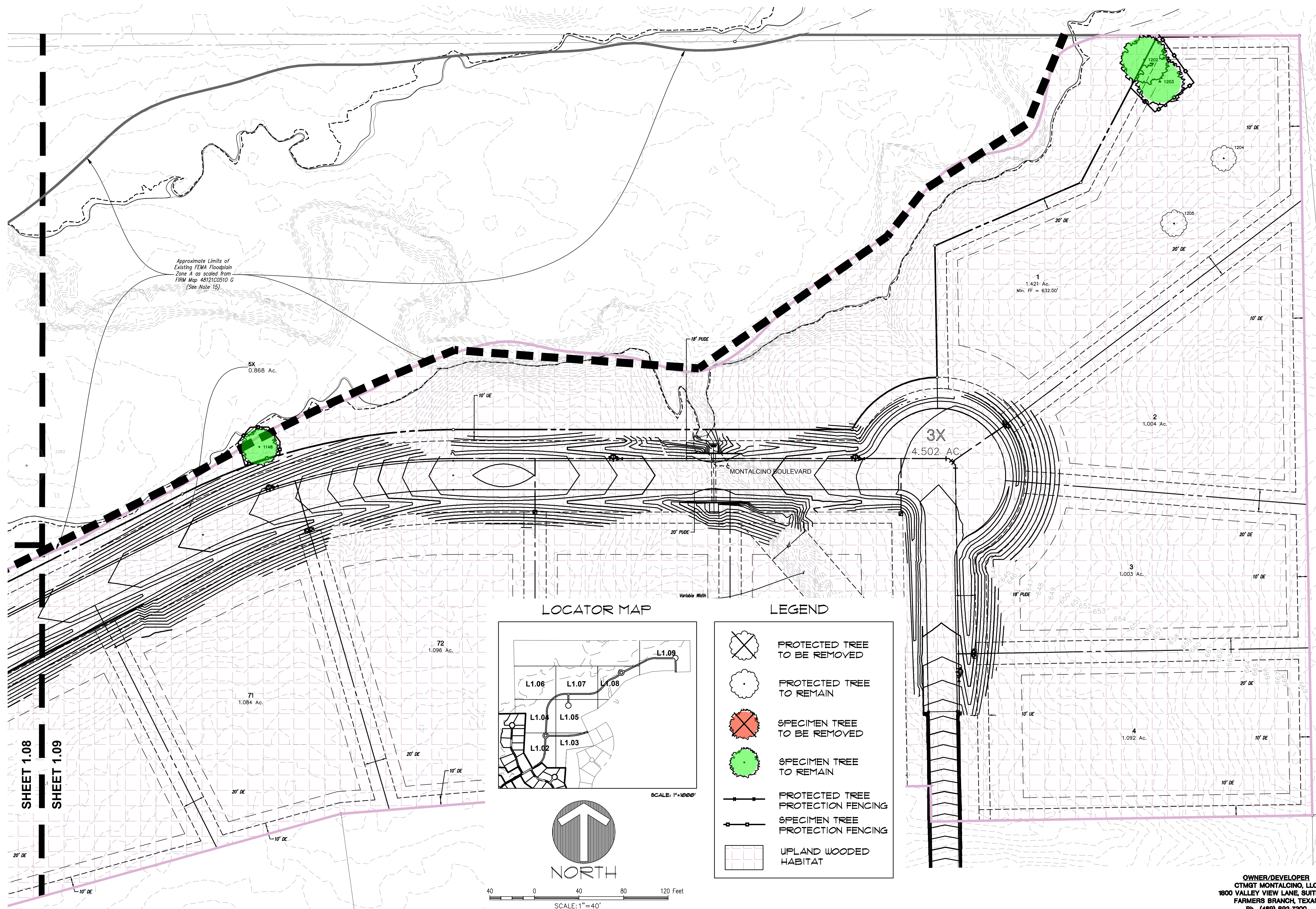
7/28/2023

Drawn By: LH
Date: 04/04/2022
Scale: 1"=40'
Revisions:
06/24/2022
10/11/2022
11/23/2022
01/25/2023
03/21/2023

CADG21004

L1.07

OWNER/DEVELOPER
CTMGT MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moayed



SHEET 1.08

SHEET 1.09

Plot: 7/28/2023 2:31 PM, by Verity Burke. Saved: 7/28/2023 2:23 PM, by vburk

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 76262
940.240.1012

BPBE: 19762 TBPLS: 10194440
www.mrcadamsco.com

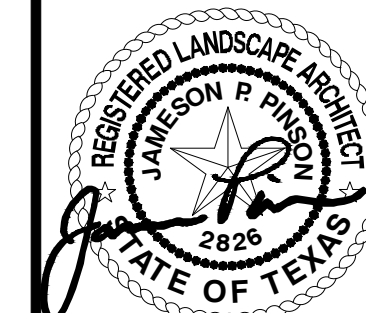


McADAMS

MONTALCINO PHASE III

72,766 Acres
in the
JESSE GIBSON SURVEY, ABSTRACT NO. 479
& P. R. CO. SURVEY, ABSTRACT NO. 1303
A.M. FELTUS SURVEY, ABSTRACT NO. 1595
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY



7/28/2023

Drawn By: LH
Date: 04/04/2022
Scale: 1"=40'
Revisions:
06/24/2022
10/11/2022
11/23/2022
01/25/2023
03/21/2023

CADG21004

(L1.09)

OWNER/DEVELOPER
CTMGT MONTALCINO, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS
Ph. (469) 892-7200
Contact: Mr. Mehrdad Moavedi

File: M:\Projects\CADG21004\CADG21004-04-TreeSurvey.dwg (S:\Projects\CADG21004-04-TreeSurvey.dwg)
Plotted: 7/28/2023 2:23 PM by: Mehdi Moayed
Scale: 1/8"=1'-0"

LIST #	TAG #	CALIPER (")	COMMON NAME	BOTANICAL NAME	SPECIMEN	REMOVED	REMARKS	HEALTH	UWH	DEBIT	CREDIT
1	304	18	POST OAK	Quercus stellata	NO	YES			NO	3	
2	572	6	BLACKJACK OAK	Quercus marilandica	NO	YES			NO	3	
3	573	8	BLACKJACK OAK	Quercus marilandica	NO	YES			NO	3	
4	574	8	BLACKJACK OAK	Quercus marilandica	NO	YES			NO	3	
5	575	9	BLACKJACK OAK	Quercus marilandica	NO	YES			NO	3	
6	576	7	BLACKJACK OAK	Quercus marilandica	NO	YES			NO	3	
7	577	6	BLACKJACK OAK	Quercus marilandica	NO	YES			NO	3	
8	578	9	BLACKJACK OAK	Quercus marilandica	NO	YES			NO	3	
9	579	6	POST OAK	Quercus stellata	NO	YES			NO	3	
10	580	12	POST OAK	Quercus stellata	NO	YES			NO	3	
11	581	11	POST OAK	Quercus stellata	NO	YES			NO	3	
12	582	6	CEDAR ELM	Ulmus Crassifolia	NO	YES			NO	3	
13	585	7	BLACKJACK OAK	Quercus marilandica	NO	YES			NO	3	
14	1123	29	POST OAK	Quercus stellata	YES		MEASURED AT 18"		YES		
15	1124	32	POST OAK	Quercus stellata	YES		MEASURED AT 18"		YES		
16	1125	27	POST OAK	Quercus stellata	YES		MEASURED AT 12"		YES		
17	1126	28	POST OAK	Quercus stellata	YES		MEASURED AT 18"		YES		
18	1127	28	POST OAK	Quercus stellata	YES		MEASURED AT 18"		YES		
19	1130A	13	POST OAK	Quercus stellata	NO	YES	SPLIT AT 24"		NO	3	
20	1130B	12	POST OAK	Quercus stellata	NO	YES	SPLIT AT 24"		NO	3	
21	1130C	11	POST OAK	Quercus stellata	NO	YES	SPLIT AT 24"		NO	3	
22	1132	36	POST OAK	Quercus stellata	YES	YES	MEASURED AT 24"		NO	72	
23	1133	24	POST OAK	Quercus stellata	YES	YES			NO	48	
24	1143	26	POST OAK	Quercus stellata	YES				YES		
25	1144	24	POST OAK	Quercus stellata	YES	YES			YES		
26	1145	23	POST OAK	Quercus stellata	YES				YES		
27	1146	24	BLACKJACK OAK	Quercus marilandica	YES				YES		
28	1148	22	POST OAK	Quercus stellata	YES				YES		
29	1149	24	POST OAK	Quercus stellata	YES				YES		
30	1150	22	CEDAR ELM	Ulmus Crassifolia	YES				YES		
31	1153	22	POST OAK	Quercus stellata	YES	YES			YES		
32	1154	24	POST OAK	Quercus stellata	YES				YES		
33	1155	22	POST OAK	Quercus stellata	YES				YES		
34	1157	22	POST OAK	Quercus stellata	YES				YES		
35	1158	31	POST OAK	Quercus stellata	YES				YES		
36	1159	28	POST OAK	Quercus stellata	YES				YES		
37	1161	24	CEDAR ELM	Ulmus Crassifolia	YES				YES		
38	1165	22	POST OAK	Quercus stellata	YES				YES		
39	1166	25	POST OAK	Quercus stellata	YES				YES		
40	1167	25	POST OAK	Quercus stellata	YES				YES		
41	1168	36	POST OAK	Quercus stellata	YES				YES		
42	1170	22	POST OAK	Quercus stellata	YES				YES		
43	1174	19	CEDAR ELM	Ulmus Crassifolia	YES				YES		
44	1177	22	CEDAR ELM	Ulmus Crassifolia	YES				YES		
45	1178	22	BLACKJACK OAK	Quercus marilandica	YES				YES		
46	1179	24	POST OAK	Quercus stellata	YES				YES		
47	1180	26	POST OAK	Quercus stellata	YES				YES		
48	1191	22	POST OAK	Quercus stellata	YES				YES		
49	1196	22	POST OAK	Quercus stellata	YES	YES			YES		
50	1198	28	CEDAR ELM	Ulmus Crassifolia	YES				YES		
51	1199	22	POST OAK	Quercus stellata	YES				YES		
52	1202	29	POST OAK	Quercus stellata	YES				YES		
53	1203	29	POST OAK	Quercus stellata	YES				YES		
54	1275	33	POST OAK	Quercus stellata	YES				YES		
55	1276	19	CEDAR ELM	Ulmus Crassifolia	YES				YES		
56	1277	20	CEDAR ELM	Ulmus Crassifolia	YES				YES		
57	1278	22	POST OAK	Quercus stellata	YES				YES		
58	1279	27	POST OAK	Quercus stellata	YES				YES		
59	1354	8	POST OAK	Quercus stellata	NO				NO	2	
60	1356	7	POST OAK	Quercus stellata	NO				NO	2	
61	1357	7	POST OAK	Quercus stellata	NO				NO	2	
62	1358	6	POST OAK	Quercus stellata	NO				NO	2	
63	1359	7	POST OAK	Quercus stellata	NO				NO	2	
64	1360	8	BLACKJACK OAK	Quercus marilandica	NO				NO	1	
65	1361	6	POST OAK	Quercus stellata	NO				NO	2	
66	1363	6	BLACKJACK OAK	Quercus marilandica	NO				NO	1	
67	1364	7	BLACKJACK OAK	Quercus marilandica	NO				NO	1	
68	1365	9	POST OAK	Quercus stellata	NO				NO	2	
69	1366	8	POST OAK	Quercus stellata	NO				NO	2	
70	1367	8	POST OAK	Quercus stellata	NO				NO	2	
71	1368	9	POST OAK	Quercus stellata	NO				NO	2	
72	1369	9	BLACKJACK OAK	Quercus marilandica	NO				NO	1	
73	1370	11	POST OAK	Quercus stellata	NO				NO	2	
74	1371	13	BLACKJACK OAK	Quercus marilandica	NO				NO	1	
75	1372	9	BLACKJACK OAK	Quercus marilandica	NO				NO	1	
76	1373	7	POST OAK	Quercus stellata	NO				NO	2	
77	1374	9	POST OAK	Quercus stellata	NO				NO	2	
78	1375	8	POST OAK	Quercus stellata	NO				NO	2	
79	1376	9	POST OAK	Quercus stellata	NO				NO	2	
80	1377	16	POST OAK	Quercus stellata	NO				NO	4	
81	1378	7	BLACKJACK OAK	Quercus marilandica	NO				NO	1	
82	1379	13	POST OAK	Quercus stellata	NO				NO	4	
83	1380	15	POST OAK	Quercus stellata	NO				NO	4	
84	1381	10	POST OAK	Quercus stellata	NO				NO	2	
85	1382	8	POST OAK	Quercus stellata	NO				NO	2	
86	1383	20	POST OAK	Quercus stellata	NO				NO	4	
87	1384	29	POST OAK	Quercus stellata	YES				NO	6	
88	1386	20	POST OAK	Quercus stellata	NO				YES		
89	1387	12	POST OAK	Quercus stellata	NO				NO	2	
90	1388	7	POST OAK	Quercus stellata	NO				NO	2	

LIST #	TAG #	CALIPER (")	COMMON NAME	BOTANICAL NAME	SPECIMEN	REMOVED	REMARKS	HEALTH	UWH	DEBIT	CREDIT
91	1390	27	POST OAK	Quercus stellata	YES				NO		6
92	1391	22	CEDAR ELM	Ulmus Crassifolia	YES				YES		
93	1392	21	CEDAR ELM	Ulmus Crassifolia	YES				YES		
94	1393	16	POST OAK	Quercus stellata	NO				NO		4
95	1394	23	POST OAK	Quercus stellata	YES				NO		6
96	1566	25	POST OAK	Quercus stellata	YES	YES	LIGHTING DAMAGE	POOR	YES		
97	1568	7	CEDAR ELM	Ulmus Crassifolia	NO	YES			NO	3	
98	1570	16	POST OAK	Quercus stellata	NO	YES			NO	3	
99	1571	17	POST OAK	Quercus stellata	NO	YES			NO	3	
100	1572	22	POST OAK	Quercus stellata	YES	YES			NO	44	
101	1573	23	POST OAK	Quercus stellata	YES				NO		6
102	1574	20	POST OAK	Quercus stellata	NO	YES			NO	3	
103	1575	21	POST OAK	Quercus stellata	NO				YES		
104	1576	20	POST OAK	Quercus stellata	NO	YES			NO	3	
105	1577	20	POST OAK	Quercus stellata	NO	YES			NO	3	
106	1578	18	POST OAK	Quercus stellata	NO				NO		4
107	1579	19	POST OAK	Quercus stellata	NO				NO		4
108	1580	19	POST OAK	Quercus stellata	NO				NO		4
109	1581	16	POST OAK	Quercus stellata	NO	YES			NO	3	
110	1582	9	POST OAK	Quercus stellata	NO	YES			NO	3	
111	1583	10	POST OAK	Quercus stellata	NO	YES			NO	3	
112	1584	21	POST OAK	Quercus stellata	NO	YES			NO	3	
113	1585	21	POST OAK	Quercus stellata	NO	YES			NO	3	
114	1586	10	POST OAK	Quercus stellata	NO	YES			NO	3	
115	1587	8	POST OAK	Quercus stellata	NO				NO		2
116	1588	25	POST OAK	Quercus stellata	YES				NO		6
117	1589	23	POST OAK	Quercus stellata	YES				NO		6
118	1599	7	CEDAR ELM	Ulmus Crassifolia	NO	YES			NO	3	
119	1600	7	CEDAR ELM	Ulmus Crassifolia	NO	YES			NO	3	
120	1669	13	POST OAK	Quercus stellata	NO	YES			NO	3	
121	3583	22	POST OAK	Quercus stellata	YES				NO		6
122	3584	16	POST OAK	Quercus stellata	NO				NO		4
123	3585	23	POST OAK	Quercus stellata	YES		MEASURED AT 24"		NO		6
TOTAL SPECIMEN TREE DEBIT INCHES										164	
SPECIMEN TREE REQUIRED MITIGATION (3" CAL TREES)										55	
TOTAL PROTECTED TREE DEBITS (3" CAL TREES)										31	
TOTAL TREE CREDITS										131	
FINAL MITIGATION REPLACEMENT TREES										-45	
FINAL MITIGATION FEES (\$600/3" CAL TREE)										-\$27,000.00	

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the drip-line, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the drip-line of any tree (the entire drip-line).
 - 3) CRS: Complete Root System: The soil space directly under the drip-line of any tree and an additional 7 feet beyond said drip-line.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the wound-wood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
 - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "I" stakes and orange web fence material
 - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "airaug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the drip-line must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no grater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that in expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified



TOWN COUNCIL AGENDA K.9. REGULAR ITEM(S)

DATE: August 21, 2023
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the award of Bid No. 2023-56-A Concrete and Drainage Improvement Services to F&F Concrete, LLC., Apex Concrete Construction, Inc., and Quick Set Concrete, Inc. to establish an annual unit bid price contract for the installation of miscellaneous concrete and drainage projects in an annual estimated amount of \$1,500,000; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one year with four one-year renewal options.**

BACKGROUND: On June 28, 2023, bids were received for Concrete and Drainage Improvement Services. The Town received four responsive bidders. As a result of the booming economy in the Dallas-Fort Worth area and the difficulty keeping concrete contractors available to accomplish the goal of first-rate infrastructure concrete pavement repairs & drainage improvement services, Public Works is asking for approval to award a one-year contract, with four (4) one-year optional renewals to the following multiple contractors:

F&F Concrete, LLC
2416 Chandler Drive
Rowlett, TX 75088

Apex Concrete Construction Inc.
1080 Katy Road
Keller, TX 76244

Quick Set Concrete Inc.
3971 Summit Ridge Drive
Corinth, TX 76210

This contract will allow for the purchase of necessary supplies and services used by the Streets and Drainage Division to maintain and repair concrete & drainage improvement projects. This contract will also be utilized for Capital Improvement Projects in which the annual amount is higher than in previous years. Particularly in major pavement panel improvements. Engineering, Parks, and other Town Departments may also utilize this contract for concrete and drainage services. Services will be ordered on an as-needed basis. F&F Concrete, LLC and Apex Concrete Construction, Inc. have been awarded vendors on previous contracts. Both vendors have provided concrete and drainage services to the Town and Apex Concrete Construction is currently providing utility cut repairs, park improvements, and sidewalk installation services to the Town. Quick Set Concrete, Inc. will be the first-time providing services for the Town.

Expenditures for the remainder of FY2022-23 are estimated to be approximately \$200,000. Annual renewals would include an anticipated total of \$1,500,000.00 per fiscal year.

Award of Bid No. 2023-56-A will allow for a number of concrete and drainage projects to be completed at unit bid rates over the next 5 years.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve would limit the amount of concrete and drainage projects the Town can perform.

FISCAL IMPACT: \$1,500,000.00

Proposed Expenditure/(Revenue)

\$1,500,000.00

Account Number(s):

100-690-92240-4303 & Various CIP Accounts

LEGAL REVIEW: The Town's standard construction 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. RFB No. 2023-56-A - Bid Tabulation
2. Contract No. 2023-56-A - Apex Concrete Construction, Inc.
3. Contract No. 2023-56-A - F & F Concrete, LLC
4. Contract No. 2023-56-A - Quick Set Concrete, Inc.

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



RFB No : 2023-56-A - Concrete & Drainage Improvement Services
RFB Due Date: June 28, 2023 at 11:00am

ITEM NO.	UNIT	DESCRIPTION	Apex Concrete Construction, Inc.	Quick Set Concrete, Inc.	Urban Infraconstruction, LLC (Anup Tamrakar)	F & F Concrete, LLC
			UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	SY	Excavate 4" to 6" Dirt 0 to 499 SY	\$ 27.00	\$ 85.00	\$ 40.00	\$ 18.65
2	SY	Excavate 4" to 6" Dirt 500 to 2000 SY	\$ 27.00	\$ 80.00	\$ 30.00	\$ 18.65
3	SY	Excavate 4" to 6" Dirt 2001 to 5000 SY	\$ 27.00	\$ 75.00	\$ 15.00	\$ 17.32
4	SY	Excavate 6" to 8" Dirt 0 to 499 SY	\$ 32.00	\$ 90.00	\$ 45.00	\$ 23.18
5	SY	Excavate 6" to 8" Dirt 500 to 2000 SY	\$ 32.00	\$ 85.00	\$ 35.00	\$ 18.65
6	SY	Excavate 6" to 8" Dirt 2001 to 5000 SY	\$ 32.00	\$ 80.00	\$ 20.00	\$ 18.65
7	SY	Cut and Remove 4" to 6" Concrete Sidewalk 0 to 499 SY	\$ 36.00	\$ 58.50	\$ 40.00	\$ 29.25
8	SY	Cut and Remove 4" to 6" Concrete Sidewalk 500 to 2000 SY	\$ 36.00	\$ 58.50	\$ 30.00	\$ 27.00
9	SY	Cut and Remove 4" to 6" Concrete Sidewalk 2001 to 5000 SY	\$ 36.00	\$ 58.50	\$ 22.00	\$ 13.50
10	SY	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	\$ 72.00	\$ 95.00	\$ 200.00	\$ 72.00
11	SY	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	\$ 72.00	\$ 95.00	\$ 150.00	\$ 63.00
12	SY	Place 4" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	\$ 69.75	\$ 95.00	\$ 120.00	\$ 54.00
13	SY	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	\$ 75.50	\$ 99.00	\$ 210.00	\$ 72.00
14	SY	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	\$ 75.50	\$ 99.00	\$ 170.00	\$ 63.00
15	SY	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	\$ 75.50	\$ 99.00	\$ 130.00	\$ 54.00
16	SY	Place 4" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	\$ 153.00	\$ 108.00	\$ 200.00	\$ 144.00
17	SY	Place 6" Stamped Concrete Patterned Pavement,min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	\$ 162.00	\$ 120.00	\$ 210.00	\$ 162.00
18	SY	Place 8" Stamped Concrete Patterned Pavement, min 4200 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	\$ 171.00	\$ 136.00	\$ 250.00	\$ 180.00
19	EA	Cut and Remove 1x6x1 Type 1-7 Pedestrian Facility Curb Ramps	\$ 850.00	\$ 750.00	\$ 1,500.00	\$ 400.00
20	EA	Construct 1x6x1 Type 1-7 Pedestrian Facility Curb Ramps	\$ 2,850.00	\$ 1,800.00	\$ 5,000.00	\$ 1,800.00
21	EA	Cut and Remove 1x6x1 Type 20-22 Pedestrian Facility Curb Ramps	\$ 850.00	\$ 750.00	\$ 1,500.00	\$ 400.00
22	EA	Construct 1x6x1 Type 20-22 Pedestrian Facility Curb Ramps	\$ 2,850.00	\$ 1,800.00	\$ 6,000.00	\$ 1,800.00
23	SY	Cut and Remove 6" to 8" Reinforced Concrete Drive Approach	\$ 49.50	\$ 72.00	\$ 90.00	\$ 35.00
24	SY	Place 6" Reinforced Concrete Drive Approach, Min 3600 psi	\$ 90.00	\$ 99.00	\$ 170.00	\$ 72.00
25	SY	Place 8" Reinforced Concrete Drive Approach, min 4200 psi	\$ 95.00	\$ 108.00	\$ 200.00	\$ 81.00
26	SY	Cut and Remove 6" to 8" Valley Gutter	\$ 49.50	\$ 65.00	\$ 50.00	\$ 35.00
27	SY	Place 6" Concrete Valley Gutter, min 3600 psi	\$ 90.00	\$ 175.00	\$ 185.00	\$ 72.00
28	SY	Place 8" Concrete Valley Gutter, min 4200 psi	\$ 95.00	\$ 195.00	\$ 190.00	\$ 81.00
29	SY	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb- 0-99 SY	\$ 49.50	\$ 72.00	\$ 80.00	\$ 45.00
30	SY	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-100 to 500 SY	\$ 49.50	\$ 72.00	\$ 45.00	\$ 44.00
31	SY	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-501 to 2000 SY	\$ 49.50	\$ 59.00	\$ 40.00	\$ 42.75
32	SY	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-2001 to 5000 SY	\$ 49.50	\$ 57.50	\$ 30.00	\$ 36.00
33	SY	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb 5001 to 8000 SY	\$ 49.50	\$ 56.00	\$ 30.00	\$ 31.50
34	SY	Place 6" Concrete Pavement, min 3600 psi- 0 to 99 SY	\$ 99.00	\$ 99.00	\$ 210.00	\$ 81.00
35	SY	Place 6" Concrete Pavement, min 3600 psi-100 to 500 SY	\$ 99.00	\$ 99.00	\$ 190.00	\$ 78.75
36	SY	Place 6" Concrete Pavement, min 3600 psi-501 to 2000 SY	\$ 97.00	\$ 99.00	\$ 170.00	\$ 75.50
37	SY	Place 6" Concrete Pavement, min 3600 psi-2001 to 8000 SY	\$ 97.00	\$ 99.00	\$ 150.00	\$ 72.00
38	SY	Place 8" Concrete Pavement, min 4200 psi- 0 to 99 SY	\$ 108.00	\$ 113.00	\$ 220.00	\$ 90.00
39	SY	Place 8" Concrete Pavement, min 4200 psi-100 to 500 SY	\$ 108.00	\$ 113.00	\$ 200.00	\$ 87.50
40	SY	Place 8" Concrete Pavement, min 4200 psi-501 to 2000 SY	\$ 105.75	\$ 113.00	\$ 185.00	\$ 85.50
41	SY	Place 8" Concrete Pavement, min 4200 psi-2001 to 8000 SY	\$ 105.00	\$ 113.00	\$ 160.00	\$ 81.00
42	LF	Install 6" Reinforced Integral Curb, 0-50 LF	\$ 47.00	\$ 12.00	\$ 15.00	\$ 12.00
43	LF	Install 6" Reinforced Integral Curb, 51-500 LF	\$ 47.00	\$ 12.00	\$ 12.00	\$ 11.00
44	LF	Install 6" Reinforced Integral Curb, 501+ LF	\$ 47.00	\$ 12.00	\$ 11.00	\$ 10.00
45	LF	Cut and Remove 24" Integral Curb and Gutter 0 to 499 LF	\$ 8.50	\$ 13.00	\$ 40.00	\$ 12.00
46	LF	Cut and Remove 24" Integral Curb and Gutter 500 to 2000 LF	\$ 8.50	\$ 12.50	\$ 30.00	\$ 11.00
47	LF	Cut and Remove 24" Integral Curb and Gutter-2001 to 5000 LF	\$ 8.50	\$ 12.00	\$ 25.00	\$ 10.00
48	LF	Replace 24" Integral Curb and Gutter 0 to 500 LF	\$ 49.00	\$ 58.00	\$ 100.00	\$ 40.00
49	LF	Replace 24" Integral Curb and Gutter-501 to 2000 LF	\$ 49.00	\$ 57.00	\$ 70.00	\$ 38.00
50	LF	Replace 24" Integral Curb and Gutter-2001 to 5000 LF	\$ 49.00	\$ 56.00	\$ 65.00	\$ 36.00
51	EA	Adjust Manholes to Finish Grade - All Manholes	\$ 550.00	\$ 850.00	\$ 2,100.00	\$ 200.00
52	EA	Adjust Valves to Finish Grade	\$ 550.00	\$ 350.00	\$ 1,800.00	\$ 200.00
53	SY	Lime Subgrade Stabilization - 8" 500 to 2000 SY	\$ 18.25	\$ 29.70	\$ 120.00	\$ -
54	SY	Lime Subgrade Stabilization - 8" 2001 to 5000 SY	\$ 18.25	\$ 29.25	\$ 60.00	\$ -
55	SY	Lime Subgrade Stabilization - 8" 5001 to 8000 SY	\$ 18.25	\$ 28.80	\$ 45.00	\$ -
56	SY	Lime Subgrade Stabilization - 10" 500 to 2000 SY	\$ 24.50	\$ 28.35	\$ 125.00	\$ -
57	SY	Lime Subgrade Stabilization - 10" 2001 to 5000 SY	\$ 24.50	\$ 27.90	\$ 65.00	\$ -
58	SY	Lime Subgrade Stabilization - 10" 5001 to 8000 SY	\$ 24.50	\$ 27.45	\$ 45.00	\$ -
59	SY	Cement Subgrade Stabilization - 8" 500 to 2000 SY	\$ 32.00	\$ 29.70	\$ 120.00	\$ -
60	SY	Cement Subgrade Stabilization - 8" 2001 to 5000 SY	\$ 32.00	\$ 29.25	\$ 60.00	\$ -
61	SY	Cement Subgrade Stabilization - 8" 5001 to 8000 SY	\$ 32.00	\$ 28.80	\$ 45.00	\$ -
62	SY	Cement Subgrade Stabilization - 10" 500 to 2000 SY	\$ 46.00	\$ 28.35	\$ 125.00	\$ -
63	SY	Cement Subgrade Stabilization - 10" 2001 to 5000 SY	\$ 46.00	\$ 27.90	\$ 65.00	\$ -
64	SY	Cement Subgrade Stabilization - 10" 5001 to 8000 SY	\$ 46.00	\$ 27.45	\$ 50.00	\$ -
65	TN	Lime for Subgrade Stabilization - PH Series (1 to 1000 TN)	\$ 350.00	\$ 220.00	\$ 450.00	\$ -
66	TN	Quick Lime for Subgrade Stabilization (1 to 1000 TN)	\$ 450.00	\$ 245.00	\$ 520.00	\$ -
67	TN	Cement for Stabilization - Atterberg Limits (1 to 1000 TN)	\$ 450.00	\$ 265.00	\$ 250.00	\$ -
68	SY	Cem-Lime Treatment Subgrade Stabilization - 8" 500-2000 SY	\$ 32.00	\$ 32.85	\$ 120.00	\$ -
69	SY	Cem-Lime Treatment Subgrade Stabilization - 8" 2001-5000 SY	\$ 32.00	\$ 32.40	\$ 60.00	\$ -
70	SY	Cem-Lime Treatment Subgrade Stabilization - 8" 5001-8000 SY	\$ 32.00	\$ 31.95	\$ 45.00	\$ -
71	SY	Cem-Lime Treatment Subgrade Stabilization - 10" 500-2000 SY	\$ 38.00	\$ 35.60	\$ 125.00	\$ -
72	SY	Cem-Lime Treatment Subgrade Stabilization - 10" 2001-5000 SY	\$ 38.00	\$ 35.55	\$ 65.00	\$ -
73	SY	Cem-Lime Treatment Subgrade Stabilization - 10" 5001-8000 SY	\$ 38.00	\$ 35.10	\$ 50.00	\$ -
74	TN	Cem-Lime for Stabilization - (1 to 1000 TN)	\$ 450.00	\$ 295.00	\$ 400.00	\$ -
75	SY	Install Geogrid Tensar NX750 for Subgraded Stabilization (50-500 SY)	\$ 10.25	\$ 4.50	\$ 25.00	\$ -
76	SY	Install Geogrid Tensar NX750 for Subgraded Stabilization (501+ SY)	\$ 10.25	\$ 4.25	\$ 18.00	\$ -
77	SY	Install and Compact 6" Cement Treated Base (CTB) 50 to 500 SY	\$ 42.00	\$ 75.00	\$ 105.00	\$ -
78	SY	Install and Compact 6" Cement Treated Base (CTB) 501 to 2000 SY	\$ 42.00	\$ 65.00	\$ 65.00	\$ -
79	SY	Install and Compact 8" Cement Treated Base (CTB) 100 to 500 SY	\$ 48.00	\$ 80.00	\$ 110.00	\$ -
80	SY	Install and Compact 8" Cement Treated Base (CTB) 501 to 2000 SY	\$ 48.00	\$ 75.00	\$ 70.00	\$ -
81	CY	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (0 to 500 CY)	\$ 55.00	\$ 75.00	\$ 275.00	\$ 96.00
82	CY	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (500 to 999 CY)	\$ 65.00	\$ 65.00	\$ 185.00	\$ 96.00
83	CY	Install and Compact 95% Std. Proctor -Type 1 Flexbase 8" (0 to 500 CY)	\$ 65.00	\$ 80.00	\$ 275.00	\$ 96.00
84	CY	Install and Compact 95% Std. Proctor -Type 1 Flexbase 8" (501 to 999 CY)	\$ 65.00	\$ 75.00	\$ 185.00	\$ 96.00
85	CY	Unclassified Excavation, to include off-site disposal 1 to 500 CY	\$ 65.00	\$ 45.00	\$ 120.00	\$ 70.00
86	CY	Unclassified Excavation, to include off-site disposal 501-900 CY	\$ 65.00	\$ 45.00	\$ 70.00	\$ 65.00
87	CY	Compacted Fill to 95%- 0 to 500 CY	\$ 45.00	\$ 6.00	\$ 100.00	\$ 95.00
88	CY	Compacted Fill to 95%-501 to 1000 CY	\$ 45.00	\$ 5.50	\$ 70.00	\$ 85.00
89	CY	Install 6" Wide Vertical Retaining Wall, 6" to 18" height, to include necessary footing	\$ 2,200.00	\$ 485.00	\$ 3,000.00	\$ 900.00
90	CY	Install 6" Wide Vertical Retaining Wall, 20" to 36" height, to include necessary footing	\$ 2,750.00	\$ 585.00	\$ 3,000.00	\$ 900.00
91	EA	Remove and replace inlet top 5" (Cast-in-Place)	\$ 1,550.00	\$ 2,500.00	\$ 8,000.00	\$ 2,588.00
92	EA	Remove and replace inlet top 10" (Cast-in-Place)	\$ 2,000.00	\$ 3,500.00	\$ 12,000.00	\$ 3,151.00
93	EA	Remove and replace inlet top 20" (Cast-in-Place)	\$ 3,800.00	\$ 7,500.00	\$ 18,000.00	\$ 4,116.00
94	EA	Remove curb inlet 10" (0' to 6' Depth)	\$ 1,200.00	\$ 1,575.00	\$ 2,000.00	\$ 1,000.00
95	VFT	Vertical foot extra depth	\$ 200.00	\$ 175.00	\$ 2,500.00	\$ 200.00
96	EA	Remove curb inlet 15" (0' to 6' Depth)	\$ 1,500.00	\$ 1,800.00	\$ 2,500.00	\$ 1,500.00
97	VFT	Vertical foot extra depth	\$ 250.00	\$ 175.00	\$ 3,000.00	\$ 300.00
98	EA	Remove curb inlet 20" (0' to 6' Depth)	\$ 1,850.00	\$ 2,500.00	\$ 3,500.00	\$ 2,000.00
99	VFT	Vertical foot extra depth	\$ 300.00	\$ 175.00	\$ 4,000.00	\$ 400.00
100	EA	Install curb inlet 10" (Standard or Recessed) (0' to 6' Depth) (Cast-in-Place)	\$ 8,200.00	\$ 2,500.00	\$ 40,000.00	\$ 4,156.00
101	VFT	Vertical foot extra depth	\$ 300.00	\$ 175.00	\$ 5,000.00	\$ 300.00
102	EA	Install curb inlet 15" (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	\$ 9,000.00	\$ 3,500.00	\$ 55,000.00	\$ 4,821.00
103	VFT	Vertical foot extra depth	\$ 500.00	\$ 175.00	\$ 10,000.00	\$ 400.00
104	EA	Install curb inlet 20" (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	\$ 11,500.00	\$ 7,500.00	\$ 65,000.00	\$ 5,580.00
105	VFT	Vertical foot extra depth	\$ 500.00	\$ 175.00	\$ 15,000.00	\$ 500.00
106	LF	Install 18" RCP CL III (0' to 6' Depth)	\$ 185.00	\$ 75.00	\$ 250.00	\$ 83.42
107	VFT	Vertical foot extra depth	\$ 20.00	\$ 175.00	\$ 100.00	\$ 12.00
108	LF	Install RCP 24" CL III (0' to 6' Depth)	\$ 220.00	\$ 85.00	\$ 350.00	\$ 103.42
109	VFT	Vertical foot extra depth	\$ 30.00	\$ 175.00	\$ 100.00	\$ 15.00
110	LF	Install RCP 30" CL III (0' to 6' Depth)	\$ 280.00	\$ 105.00	\$ 420.00	\$ 146.48
111	VFT	Vertical foot extra depth	\$ 35.00	\$ 175.00	\$ 100.00	\$ 18.00
112	LF	Install RCP 36" CL III (0' to 6' Depth)	\$ 320.00	\$ 145.00	\$ 450.00	\$ 206.88
113	VFT	Vertical foot extra depth	\$ 50.00	\$ 175.00	\$ 100.00	\$ 25.00
114	LF	Install RCP 42" CL III (0' to 6' Depth)	\$ 425.00	\$ 205.00	\$ 650.00	\$ 283.96
115	VFT	Vertical foot extra depth	\$ 50.00	\$ 175.00	\$ 130.00	\$ 30.00
116	LF	Additional Cost for Class IV RCP	\$ 35.00	\$ 125.00	\$ 20.00	\$ 20.00
117	CY	CH-FW-0 TXDOT Concrete Headwalls with Flared Wings - 12" to 42" Pipe Culverts (Cast-in-Place)	\$ 2,500.00	\$ 310.00	\$ 3,000.00	\$ 900.00
118	LF	Remove 6" Concrete Flume with 6" curb	\$ 35.00	\$ 70.00	\$ 50.00	\$ 14.00
119	LF	Install 6" concrete Flume with 6" curb	\$ 65.00	\$ 145.00	\$ 200.00	\$ 84.00
120	LF	Remove 10" concrete Flume with 6" curb	\$ 55.00	\$ 95.00	\$ 70.00	\$ 20.00
121	LF	Install 10" concrete Flume with 6" curb	\$ 110.00	\$ 175.00	\$ 260.00	\$ 132.00
122	EA	4" Junction Box (0' to 6' Depth) (Cast-in-Place)	\$ 2,800.00	\$ 3,500.00	\$ 10,000.00	\$ 3,983.00
123	VFT	Vertical foot extra depth	\$ 200.00	\$ 165.00	\$ 6,000.00	\$ 300.00
124	EA	5" Junction box (0' to 6' Depth) (Cast-in-Place)	\$ 3,200.00	\$ 4,500.00	\$ 12,000.00	\$ 4,521.00
125	VFT	Vertical foot extra depth	\$ 200.00	\$ 170.00	\$ 6,500.00	\$ 400.00
126	EA	6" Junction Box (0' to 6' Depth) (Cast-in-Place)	\$ 3,800.00	\$ 5,500.00	\$ 14,000.00	\$ 4,964.00
127	VFT	Vertical foot extra depth	\$ 200.00	\$ 175.00	\$ 7,000.00	\$ 600.00
128	EA	6:1 Safety End Treatments 18" Pipe (Cast-in-Place or Precast)	\$ 2,850.00	\$ 1,500.00	\$ 4,000.00	\$ 1,738.00
129	EA	6:1 Safety End Treatment 24" Pipe (Cast-in-Place or Precast)	\$ 3,000.00	\$ 2,000.00	\$ 7,000.00	\$ 1,991.00
130	EA	6:1 Safety End Treatment 30" Pipe (Cast-in-Place or Precast)	\$ 3,250.00	\$ 2,500.00	\$ 12,000.00	\$ 2,244.00
131	CY	Install Rock-Rip-Rap (18" to 24" Stone Size) placed with geotextile	\$ 32.00	\$ 125.00	\$ 1,100.00	\$ 120.00
132	LF	St. Augustine Sod	\$ 26.00	\$ 16.75	\$ 25.00	\$ 25.00
133	SY	Bermuda Sod	\$ 22.00	\$ 16.75	\$ 21.00	\$ 23.00
134	SY	Hydroseeding with fiber mulch per specifications	\$ 5.50	\$ 1.25	\$ 2.00	\$ 25.00
135	LF	Irrigation Main Repair/Relocation, 0-500 LF	\$ 45.00	\$ 55.00	\$ 25.00	\$ 25.00
136	LF	Irrigation Main Repair/Relocation, 500+	\$ 45.00	\$ 45.00	\$ 15.00	\$ 22.00
137	CY	Install Topsoil (4" to 6")	\$ 85.00	\$ 95.00	\$ 120.00	\$ 95.00
138	LF	Installation of French Drain - 4" Perforated Pipe	\$ 5			

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation ("Town") and Apex Concrete Construction, Inc ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Concrete and Drainage Improvement Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.

10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all its records with respect to all matters covered by the Contract and will permit the Town to audit, examine, and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of TBD. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. PERFORMANCE BY CONTRACTOR. All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

_____ **Yes, Others can purchase**

_____ **No, only the Town can purchase**

24. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall always during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

25. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that

- 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and
- 2) Seller will not boycott Israel during the term of the contract.

26. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

27. MAILING ADDRESSES. All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follows, unless and until the Contractor is otherwise notified:

Sabrina Zadow Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Danny Porter
Title: President
Company: Apex Concrete Construction, Inc
Address: 1080 Katy Rd
City, State, Zip: Keller, TX 76244

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; and (2) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

29. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be in Denton County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: APEX CONCRETE CONSTRUCTION, INC

Signature _____
 Danny Porter – President

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
 Honorable Mayor Derek France

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

Certificate Number:
2023-1039649

Date Filed:
06/27/2023

Date Acknowledged:

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

Apex Concrete Construction Inc.
KELLER, TX United States

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

Town of Flower Mound

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

RFB NO. 2023-56-A
Concrete and Drainage Improvements

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is DANALY PORTER, and my date of birth is 7-1-1957.

My address is 1101 Templemore Dr. Keller TX 76248 USA.
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TEXAS, on the 27th day of June, 202.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

Name of vendor who has a business relationship with local governmental entity.

☒ Apex Concrete Const. Inc.

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.)

Name of local government officer about whom the information is being disclosed.

Danley Peter
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

☒ No

W 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.

D

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)(8), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity

Date

6-24-23

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at: <http://www.statutes.legis.state.tx.us>. 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 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 a contract with the vendor.

Local Government Code § 176.006(a) and Ca-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 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.

ATTACHMENT A

TOWN OF FLOWER MOUND

CONCRETE AND DRAINAGE IMPROVEMENT SERVICES

RFB No. 2023-XX

BID PRICING WORKSHEET

	DESCRIPTION	Unit	Unit Price
1	Excavate 4" to 6" Dirt 0 to 499 SY	SY	\$ 27. ⁰⁰
2	Excavate 4" to 6" Dirt 500 to 2000 SY	SY	\$ 27. ⁰⁰
3	Excavate 4" to 6" Dirt 2001 to 5000 SY	SY	\$ 27. ⁰⁰
4	Excavate 6" to 8" Dirt 0 to 499 SY	SY	\$ 32. ⁰⁰
5	Excavate 6" to 8" Dirt 500 to 2000 SY	SY	\$ 32. ⁰⁰
6	Excavate 6" to 8" Dirt 2001 to 5000 SY	SY	\$ 32. ⁰⁰
7	Cut and Remove 4" to 6" Concrete Sidewalk 0 to 499 SY	SY	\$ 36. ⁰⁰
8	Cut and Remove 4" to 6" Concrete Sidewalk 500 to 2000 SY	SY	\$ 36. ⁰⁰
9	Cut and Remove 4" to 6" Concrete Sidewalk 2001 to 5000 SY	SY	\$ 36. ⁰⁰
10	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 72. ⁰⁰
11	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 72. ⁰⁰
12	Place 4" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 69.75
13	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 76.50
14	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 76.50
15	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 76.50
16	Place 4" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 153. ⁰⁰
17	Place 6" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 162. ⁰⁰
18	Place 8" Stamped Concrete Patterned Pavement, min 4200 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 171. ⁰⁰
19	Cut and Remove TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 850. ⁰⁰
20	Construct TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 2850. ⁰⁰
21	Cut and Remove TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 850. ⁰⁰
22	Construct TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 2850. ⁰⁰
23	Cut and Remove 6" to 8" Reinforced Concrete Drive Approach	SY	\$ 49.50
24	Place 6" Reinforced Concrete Drive Approach, Min 3600 psi	SY	\$ 90. ⁰⁰
25	Place 8" Reinforced Concrete Drive Approach, min 4200 psi	SY	\$ 95. ⁰⁰
26	Cut and Remove 6" to 8" Valley Gutter	SY	\$ 49.50
27	Place 6" Concrete Valley Gutter, min 3600 psi	SY	\$ 90. ⁰⁰
28	Place 8" Concrete Valley Gutter, min 4200 psi	SY	\$ 95. ⁰⁰
29	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb- 0-99 SY	SY	\$ 49.50
30	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-100 to 500 SY	SY	\$ 49.50

31	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-501 to 2000 SY	SY	\$ 49.50
32	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-2001 to 5000 SY	SY	\$ 49.50
33	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb 5001 to 8000 SY	SY	\$ 49.50
34	Place 6" Concrete Pavement, min 3600 psi- 0 to 99 SY	SY	\$ 99.00
35	Place 6" Concrete Pavement, min 3600 psi-100 to 500 SY	SY	\$ 99.00
36	Place 6" Concrete Pavement, min 3600 psi -501 to 2000 SY	SY	\$ 97.00
37	Place 6" Concrete Pavement, min 3600 psi -2001 to 8000 SY	SY	\$ 97.00
38	Place 8" Concrete Pavement, min 4200 psi - 0 to 99 SY	SY	\$ 108.00
39	Place 8" Concrete Pavement, min 4200 psi -100 to 500 SY	SY	\$ 108.00
40	Place 8" Concrete Pavement, min 4200 psi -501 to 2000 SY	SY	\$ 105.75
41	Place 8" Concrete Pavement, min 4200 psi -2001 to 8000 SY	SY	\$ 105.75
42	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 47.00
43	Install 6" Reinforced Integral Curb, 51-500 LF	LF	\$ 47.00
44	Install 6" Reinforced Integral Curb, 501+ LF	LF	\$ 47.00
45	Cut and Remove 24" Integral Curb and Gutter 0 to 499 LF	LF	\$ 8.50
46	Cut and Remove 24" Integral Curb and Gutter 500 to 2000 LF	LF	\$ 8.50
47	Cut and Remove 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$ 8.50
48	Replace 24" Integral Curb and Gutter 0 to 500 LF	LF	\$ 49.00
49	Replace 24" Integral Curb and Gutter-501 to 2000 LF	LF	\$ 49.00
50	Replace 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$ 49.00
51	Adjust Manholes to Finish Grade - All Manholes	EA	\$ 550.00
52	Adjust Valves to Finish Grade	EA	\$ 550.00
53	Lime Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$ 18.25
54	Lime Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$ 18.25
55	Lime Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$ 18.25
56	Lime Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$ 24.50
57	Lime Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$ 24.50
58	Lime Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$ 24.50
59	Cement Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$ 32.00
60	Cement Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$ 32.00
61	Cement Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$ 32.00
62	Cement Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$ 46.00
63	Cement Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$ 46.00
64	Cement Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$ 46.00
65	Lime for Subgrade Stabilization - PH Series (1 to 1000 TN)	TN	\$ 350.00
66	Quick Lime for Subgrade Stabilization (1 to 1000 TN)	TN	\$ 450.00
67	Cement for Stabilization - Atterberg Limits (1 to 1000 TN)	TN	\$ 450.00
68	Cem-Lime Treatment Subgrade Stabilization - 8" 500-2000 SY	SY	\$ 32.00
69	Cem-Lime Treatment Subgrade Stabilization - 8" 2001-5000 SY	SY	\$ 32.00
70	Cem-Lime Treatment Subgrade Stabilization - 8" 5001-8000 SY	SY	\$ 32.00
71	Cem-Lime Treatment Subgrade Stabilization - 10" 500-2000 SY	SY	\$ 38.00

72	Cem-Lime Treatment Subgrade Stabilization - 10" 2001-5000 SY	SY	\$ 38.00
73	Cem-Lime Treatment Subgrade Stabilization - 10" 5001-8000 SY	SY	\$ 38.00
74	Cem-Lime for Stabilization - (1 to 1000 TN)	TN	\$ 450.00
75	Install Geogrid Tensar NX750 for Subgraded Stabilization (50-500 SY)	SY	\$ 10.25
76	Install Geogrid Tensar NX750 for Subgraded Stabilization (501+ SY)	SY	\$ 42.00
77	Install and Compact 6" Cement Treated Base (CTB) 50 to 500 SY	SY	\$ 42.00
78	Install and Compact 6" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$ 48.00
79	Install and Compact 8" Cement Treated Base (CTB) 100 to 500 SY	SY	\$ 48.00
80	Install and Compact 8" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$ 55.00
81	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (0 to 500 CY)	CY	\$ 55.00
82	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (500 to 999 CY)	CY	\$ 65.00
83	Install and Compact 95% Std. Proctor -Type 1 Flexbase 8" (0 to 500 CY)	CY	\$ 65.00
84	Install and Compact 95% Std. Proctor - Type 1 Flexbase 6" (501 to 999 CY)	CY	\$ 65.00
85	Unclassified Excavation, to include off-site disposal 1 to 500 CY	CY	\$ 65.00
86	Unclassified Excavation, to include off-site disposal 501-900 CY	CY	\$ 65.00
87	Compacted Fill to 95%- 0 to 500 CY	CY	\$ 45.00
88	Compacted Fill to 95%-501 to 1000 CY	CY	\$ 45.00
89	Install 6" Wide Vertical Retaining Wall, 6" to 18" height, to include necessary footing	CY	\$ 2200.00
90	Install 6" Wide Vertical Retaining Wall, 20" to 36" height, to include necessary footing	CY	\$ 2750.00
91	Remove and replace inlet top 5' (Cast-in-Place)	EA	\$ 1550.00
92	Remove and replace inlet top 10' (Cast-in-Place)	EA	\$ 2000.00
93	Remove and replace inlet top 20' (Cast-in-Place)	EA	\$ 3800.00
94	Remove curb inlet 10' (0' to 6' Depth)	EA	\$ 1200.00
95	Vertical foot extra depth	VFT	\$ 200.00
96	Remove curb inlet 15' (0' to 6' Depth)	EA	\$ 1500.00
97	Vertical foot extra depth	VFT	\$ 250.00
98	Remove curb inlet 20' (0' to 6' Depth)	EA	\$ 1850.00
99	Vertical foot extra depth	VFT	\$ 300.00
100	Install curb inlet 10' (Standard or Recessed) (0' to 6' Depth) (Cast-in-Place)	EA	\$ 8200.00
101	Vertical foot extra depth	VFT	\$ 300.00
102	Install curb inlet 15' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$ 9000.00
103	Vertical foot extra depth	VFT	\$ 500.00
104	Install curb inlet 20' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$ 11500.00
105	Vertical foot extra depth	VFT	\$ 500.00
106	Install 18" RCP CL III (0' to 6' Depth)	LF	\$ 185.00
107	Vertical foot extra depth	VFT	\$ 20.00
108	Install RCP 24" CL III (0' to 6' Depth)	LF	\$ 220.00
109	Vertical foot extra depth	VFT	\$ 30.00
110	Install RCP 30" CL III (0' to 6' Depth)	LF	\$ 280.00
111	Vertical foot extra depth	VFT	\$ 35.00
112	Install RCP 36" CL III (0' to 6' Depth)	LF	\$ 320.00

113	Vertical foot extra depth	VFT	\$ 50. ⁰⁰
114	Install RCP 42" CL III (0' to 6' Depth)	LF	\$ 425. ⁰⁰
115	Vertical foot extra depth	VFT	\$ 50. ⁰⁰
116	Additional Cost for Class IV RCP	LF	\$ 35. ⁰⁰
117	CH-FW-0 TXDOT Concrete Headwalls with Flared Wings - 12" to 42" Pipe Culverts (Cast-in-Place)	CY	\$ 2500. ⁰⁰
118	Remove 6' Concrete Flume with 6" curb	LF	\$ 35. ⁰⁰
119	Install 6' concrete Flume with 6" curb	LF	\$ 65. ⁰⁰
120	Remove 10' concrete Flume with 6" curb	LF	\$ 55. ⁰⁰
121	Install 10' concrete Flume with 6" curb	LF	\$ 110. ⁰⁰
122	4' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 2800. ⁰⁰
123	Vertical foot extra depth	VFT	\$ 200. ⁰⁰
124	5' Junction box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 3200. ⁰⁰
125	Vertical foot extra depth	VFT	\$ 200. ⁰⁰
126	6' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 3800. ⁰⁰
127	Vertical foot extra depth	VFT	\$ 200. ⁰⁰
128	6:1 Safety End Treatments 18" Pipe (Cast-in-Place or Precast)	EA	\$ 2850. ⁰⁰
129	6:1 Safety End Treatment 24" Pipe (Cast-in-Place or Precast)	EA	\$ 3000. ⁰⁰
130	6:1 Safety End Treatment 30" Pipe (Cast-in-Place or Precast)	EA	\$ 3250. ⁰⁰
131	Install Rock-Rip-Rap (18" to 24" Stone Size) placed with geotextile	CY	\$ 32. ⁰⁰
132	St. Augustine Sod	SY	\$ 26. ⁰⁰
133	Bermuda Sod	SY	\$ 22. ⁰⁰
134	Hydroseeding with fiber mulch per specifications	SY	\$ 8.50
135	Irrigation Main Repair/Relocation, 0-500 LF	LF	\$ 45. ⁰⁰
136	Irrigation Main Repair/Relocation, 500+	LF	\$ 45. ⁰⁰
137	Install Topsoil (4" to 6")	CY	\$ 85. ⁰⁰
138	Installation of French Drain - 4" Perforated Pipe	LF	\$ 50. ⁰⁰

During the term of the contract, the successful vendor(s) will be required to provide an itemized written quote for each concrete and drainage improvement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

Bid Certification Form
RFB No. 2023-XXX
Concrete and Drainage Improvement Services

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: Apex Concrete Const. Inc.

Principal Place of Business Address: 1080 Katy Road

Principal Place of Business City, State, Zip: Keller TX 76244

Principal Place of Business Phone Number: 817-454-1995

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: 46-4965326

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 X Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative: _____

Signature

Date

Printed Name

Title

Attachment C
References

Please provide at least three (3) references for same or similar services as the Town has specified in the bid in the spaces provided below.

Company Name: CITY OF SOUTHLAKE
Contact Name: JULIO REYNA
Address: 1400 MAIN ST.
SOUTHLAKE, TX.
Phone: 817-482-5617.
Fax: _____
Effective Dates: CURRENT CONTRACT.
Description of Services: CONCRETE SERVICES.

Company Name: CITY OF NORTH RICHLAND HILLS.
Contact Name: CHRIS TURNER.
Address: 4301 CITY POINT DRIVE.
Phone: 817-703-8527
Fax: _____
Effective Dates: CURRENT CONTRACT.
Description of Services: ALL CONCRETE SERVICES.

Company Name: HALTOM CITY
Contact Name: BROCK MARLIN COLEMAN
Address: 5024 BROADWAY AVE.
HALTOM CITY, TX.
Phone: 817-538-0189
Fax: _____
Effective Dates: CURRENT CONTRACT.
Description of Services: ALL CONCRETE SERVICES.

Apex Concrete Construction

Equipment Available

- 1 ton Crew Trucks-4
- $\frac{3}{4}$ Ton Crew Trucks-4
- 10 Yard Tandem Dump Truck-1
- 6 Yard Dump-1
- 20' Trailers-6
- 16' Trailers-1
- 18' Dove tail Haul Trailer-1
- SVL 72-2 Skid Steer Track Loaders-2
- 24' Gooseneck Haul trailer-1
- 50 Horsepower Concrete Saw-1
- Other Equipment Leased as needed
- Employees total – 18 excluding sub contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agents Alliance Services, Ltd FTR Insurance Services, LLC PO Box 465 Valley View TX 76272		CONTACT NAME: Michelle Ryan PHONE (A/C, No, Ext): (817) 442-4848 FAX (A/C, No): (866) 583-1550 E-MAIL ADDRESS: michelleryan@ftrinsurance.com	
INSURED Apex Concrete Construction Inc 1080 Katy Rd Fort Worth TX 76244-4520		INSURER(S) AFFORDING COVERAGE INSURER A: Mountain States Indemnity INSURER B: Technology Insurance Company, Inc. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10177 42376	

COVERAGES

CERTIFICATE NUMBER: CL2322481113

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	Y	CPO 9562102	3/7/2023	3/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS	X	Y	CAO 9562102	3/7/2023	3/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	☒ UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			CXO 9562102	3/7/2023	3/7/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	Y	TWC4226766	3/7/2023	3/7/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CPO 9562102	3/7/2023	3/7/2024	LIMIT 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Automobile Policy & Workers Compensation Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. General Liability is Primary & Non-Contributory. Per Project Aggregate applies to the General Liability Policy.

CERTIFICATE HOLDER

marquita.shamlin@flower-mound

Town of Flower Mound, the town, its offic
officials, employees, boards, commissions &
2121 Cross Timbers Rd
Flower Mound, TX 75028

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tom Ramsey/MRFT

© 1988-2014 ACORD CORPORATION. All rights reserved.

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation ("Town") and F & F Concrete, LLC ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Concrete and Drainage Improvement Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.

10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all its records with respect to all matters covered by the Contract and will permit the Town to audit, examine, and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of TBD. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.

19. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. **ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

23. **COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)**

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

_____ **Yes, Others can purchase**

_____ **No, only the Town can purchase**

24. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall always during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

25. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that

- 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and
- 2) Seller will not boycott Israel during the term of the contract.

26. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

27. MAILING ADDRESSES. All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Francisco Fabian
Title: Owner
Company: F & F Concrete, LLC
Address: 2416 Chandler Dr.
City, State, Zip: Rowlett, Texas 75088

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; and (2) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

Any notices and communications required to be given in writing by one party or the others shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

29. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be in Denton County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: F & F CONCRETE, LLC

Signature _____
Francisco Fabian – Owner

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Derek France

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Name of vendor who has a business relationship with local governmental entity.

O

F&F Concrete, LLC

OFFICE USE ONLY

Date Received

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.)

Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

W 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.

D

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)(8), excluding gifts described in Section 176.003(a-1).

Francisco Fabian

Signature of vendor doing business with the governmental entity

6-28-23

Date

ATTACHMENT A

TOWN OF FLOWER MOUND

CONCRETE AND DRAINAGE IMPROVEMENT SERVICES

RFB No. 2023-XX

BID PRICING WORKSHEET

	DESCRIPTION	Unit	Unit Price
1	Excavate 4" to 6" Dirt 0 to 499 SY	SY	\$ 18.65
2	Excavate 4" to 6" Dirt 500 to 2000 SY	SY	\$ 18.65
3	Excavate 4" to 6" Dirt 2001 to 5000 SY	SY	\$ 17.32
4	Excavate 6" to 8" Dirt 0 to 499 SY	SY	\$ 23.18
5	Excavate 6" to 8" Dirt 500 to 2000 SY	SY	\$ 18.65
6	Excavate 6" to 8" Dirt 2001 to 5000 SY	SY	\$ 18.65
7	Cut and Remove 4" to 6" Concrete Sidewalk 0 to 499 SY	SY	\$ 29.25
8	Cut and Remove 4" to 6" Concrete Sidewalk 500 to 2000 SY	SY	\$ 27.00
9	Cut and Remove 4" to 6" Concrete Sidewalk 2001 to 5000 SY	SY	\$ 13.50
10	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 72.00
11	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 63.00
12	Place 4" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 54.00
13	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 72.00
14	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 63.00
15	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 54.00
16	Place 4" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 144.00
17	Place 6" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 162.00
18	Place 8" Stamped Concrete Patterned Pavement, min 4200 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 180.00
19	Cut and Remove TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 400.00
20	Construct TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 1600.00
21	Cut and Remove TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 600.00
22	Construct TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 1800.00
23	Cut and Remove 6" to 8" Reinforced Concrete Drive Approach	SY	\$ 35.00
24	Place 6" Reinforced Concrete Drive Approach, Min 3600 psi	SY	\$ 72.00
25	Place 8" Reinforced Concrete Drive Approach, min 4200 psi	SY	\$ 81.00
26	Cut and Remove 6" to 8" Valley Gutter	SY	\$ 35.00
27	Place 6" Concrete Valley Gutter, min 3600 psi	SY	\$ 72.00
28	Place 8" Concrete Valley Gutter, min 4200 psi	SY	\$ 81.00
29	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb- 0-99 SY	SY	\$ 45.00
30	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-100 to 500 SY	SY	\$ 44.00

31	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-501 to 2000 SY	SY	\$42.75
32	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-2001 to 5000 SY	SY	\$36.00
33	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb 5001 to 8000 SY	SY	\$31.50
34	Place 6" Concrete Pavement, min 3600 psi- 0 to 99 SY	SY	\$81.00
35	Place 6" Concrete Pavement, min 3600 psi-100 to 500 SY	SY	\$78.75
36	Place 6" Concrete Pavement, min 3600 psi -501 to 2000 SY	SY	\$76.50
37	Place 6" Concrete Pavement, min 3600 psi -2001 to 8000 SY	SY	\$72.00
38	Place 8" Concrete Pavement, min 4200 psi - 0 to 99 SY	SY	\$90.00
39	Place 8" Concrete Pavement, min 4200 psi -100 to 500 SY	SY	\$87.50
40	Place 8" Concrete Pavement, min 4200 psi -501 to 2000 SY	SY	\$85.50
41	Place 8" Concrete Pavement, min 4200 psi -2001 to 8000 SY	SY	\$81.00
42	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$12.00
43	Install 6" Reinforced Integral Curb, 51-500 LF	LF	\$11.00
44	Install 6" Reinforced Integral Curb, 501+ LF	LF	\$10.00
45	Cut and Remove 24" Integral Curb and Gutter 0 to 499 LF	LF	\$12.00
46	Cut and Remove 24" Integral Curb and Gutter 500 to 2000 LF	LF	\$11.00
47	Cut and Remove 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$10.00
48	Replace 24" Integral Curb and Gutter 0 to 500 LF	LF	\$40.00
49	Replace 24" Integral Curb and Gutter-501 to 2000 LF	LF	\$38.00
50	Replace 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$36.00
51	Adjust Manholes to Finish Grade - All Manholes	EA	\$200.00
52	Adjust Valves to Finish Grade	EA	\$200.00
53	Lime Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$No Bid
54	Lime Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$No Bid
55	Lime Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$No Bid
56	Lime Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$No Bid
57	Lime Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$No Bid
58	Lime Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$No Bid
59	Cement Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$No Bid
60	Cement Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$No Bid
61	Cement Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$No Bid
62	Cement Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$No Bid
63	Cement Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$No Bid
64	Cement Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$No Bid
65	Lime for Subgrade Stabilization - PH Series (1 to 1000 TN)	TN	\$No Bid
66	Quick Lime for Subgrade Stabilization (1 to 1000 TN)	TN	\$No Bid
67	Cement for Stabilization - Atterberg Limits (1 to 1000 TN)	TN	\$No Bid
68	Cem-Lime Treatment Subgrade Stabilization - 8" 500-2000 SY	SY	\$No Bid
69	Cem-Lime Treatment Subgrade Stabilization - 8" 2001-5000 SY	SY	\$No Bid
70	Cem-Lime Treatment Subgrade Stabilization - 8" 5001-8000 SY	SY	\$No Bid
71	Cem-Lime Treatment Subgrade Stabilization - 10" 500-2000 SY	SY	\$No Bid

72	Cem-Lime Treatment Subgrade Stabilization - 10" 2001-5000 SY	SY	\$No Bid
73	Cem-Lime Treatment Subgrade Stabilization - 10" 5001-8000 SY	SY	\$No Bid
74	Cem-Lime for Stabilization - (1 to 1000 TN)	TN	\$No Bid
75	Install Geogrid Tensar NX750 for Subgraded Stabilization (50-500 SY)	SY	\$No Bid
76	Install Geogrid Tensar NX750 for Subgraded Stabilization (501+ SY)	SY	\$No Bid
77	Install and Compact 6" Cement Treated Base (CTB) 50 to 500 SY	SY	\$No Bid
78	Install and Compact 6" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$No Bid
79	Install and Compact 8" Cement Treated Base (CTB) 100 to 500 SY	SY	\$No Bid
80	Install and Compact 8" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$No Bid
81	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (0 to 500 CY)	CY	\$96.00
82	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (500 to 999 CY)	CY	\$94.00
83	Install and Compact 95% Std. Proctor -Type 1 Flexbase 8" (0 to 500 CY)	CY	\$96.00
84	Install and Compact 95% Std. Proctor - Type 1 Flexbase 6" (501 to 999 CY)	CY	\$94.00
85	Unclassified Excavation, to include off-site disposal 1 to 500 CY	CY	\$70.00
86	Unclassified Excavation, to include off-site disposal 501-900 CY	CY	\$65.00
87	Compacted Fill to 95%- 0 to 500 CY	CY	\$95.00
88	Compacted Fill to 95%-501 to 1000 CY	CY	\$85.00
89	Install 6" Wide Vertical Retaining Wall, 6" to 18" height, to include necessary footing	CY	\$900.00
90	Install 6" Wide Vertical Retaining Wall, 20" to 36" height, to include necessary footing	CY	\$900.00
91	Remove and replace inlet top 5' (Cast-in-Place)	EA	\$2588.00
92	Remove and replace inlet top 10' (Cast-in-Place)	EA	\$3151.00
93	Remove and replace inlet top 20' (Cast-in-Place)	EA	\$4116.00
94	Remove curb inlet 10' (0' to 6' Depth)	EA	\$1000.00
95	Vertical foot extra depth	VFT	\$200.00
96	Remove curb inlet 15' (0' to 6' Depth)	EA	\$1500.00
97	Vertical foot extra depth	VFT	\$300.00
98	Remove curb inlet 20' (0' to 6' Depth)	EA	\$2000.00
99	Vertical foot extra depth	VFT	\$400.00
100	Install curb inlet 10' (Standard or Recessed) (0' to 6' Depth) (Cast-in-Place)	EA	\$4156.00
101	Vertical foot extra depth	VFT	\$300.00
102	Install curb inlet 15' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$4821.00
103	Vertical foot extra depth	VFT	\$400.00
104	Install curb inlet 20' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$5580.00
105	Vertical foot extra depth	VFT	\$500.00
106	Install 18" RCP CL III (0' to 6' Depth)	LF	\$83.42
107	Vertical foot extra depth	VFT	\$12.00
108	Install RCP 24" CL III (0' to 6' Depth)	LF	\$103.42
109	Vertical foot extra depth	VFT	\$15.00
110	Install RCP 30" CL III (0' to 6' Depth)	LF	\$146.48
111	Vertical foot extra depth	VFT	\$18.00
112	Install RCP 36" CL III (0' to 6' Depth)	LF	\$206.88

113	Vertical foot extra depth	VFT	\$25.00
114	Install RCP 42" CL III (0' to 6' Depth)	LF	\$283.96
115	Vertical foot extra depth	VFT	\$30.00
116	Additional Cost for Class IV RCP	LF	\$20.00
117	CH-FW-0 TXDOT Concrete Headwalls with Flared Wings - 12" to 42" Pipe Culverts (Cast-in-Place)	CY	\$900.00
118	Remove 6' Concrete Flume with 6" curb	LF	\$14.00
119	Install 6' concrete Flume with 6" curb	LF	\$84.00
120	Remove 10' concrete Flume with 6" curb	LF	\$20.00
121	Install 10' concrete Flume with 6" curb	LF	\$132.00
122	4' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$3983.00
123	Vertical foot extra depth	VFT	\$300.00
124	5' Junction box (0' to 6' Depth) (Cast-in-Place)	EA	\$4521.00
125	Vertical foot extra depth	VFT	\$400.00
126	6' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$4964.00
127	Vertical foot extra depth	VFT	\$600.00
128	6:1 Safety End Treatments 18" Pipe (Cast-in-Place or Precast)	EA	\$1738.00
129	6:1 Safety End Treatment 24" Pipe (Cast-in-Place or Precast)	EA	\$1991.00
130	6:1 Safety End Treatment 30" Pipe (Cast-in-Place or Precast)	EA	\$2244.00
131	Install Rock-Rip-Rap (18" to 24" Stone Size) placed with geotextile	CY	\$120.00
132	St. Augustine Sod	SY	\$25.00
133	Bermuda Sod	SY	\$23.00
134	Hydroseeding with fiber mulch per specifications	SY	\$25.00
135	Irrigation Main Repair/Relocation, 0-500 LF	LF	\$25.00
136	Irrigation Main Repair/Relocation, 500+	LF	\$22.00
137	Install Topsoil (4" to 6")	CY	\$95.00
138	Installation of French Drain - 4" Perforated Pipe	LF	\$30.00

During the term of the contract, the successful vendor(s) will be required to provide an itemized written quote for each concrete and drainage improvement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

Bid Certification Form
RFB No. 2023-XXX
Concrete and Drainage Improvement Services

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: F&F Concrete LLC

Principal Place of Business Address: 2416 Chandler Dr

Principal Place of Business City, State, Zip: Rowlett Texas 75088

Principal Place of Business Phone Number: 972-202-9202

Principal Place of Business Fax Number: 469-304-0399

Remittance Address (if different from above): P.O. Box 1592

Remittance City, State, Zip: Rowlett, Texas 75030-1592

Tax Identification No:

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 EFF Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

Francisco Fabian
Signature

06/28/2023

Date

Francisco Fabian

Printed Name

Member - Owner

Title

Attachment C References

Please provide at least three (3) references for same or similar services as the Town has specified in the bid in the spaces provided below.

Company Name: City of Rowlett
Contact Name: Robert Harris
Address: 4004 Main Street
Rowlett, Texas 75088
Phone: 972-412-6100 Ext 3975
Fax: _____
Effective Dates: 07/22-03/23
Description of Services: Misc Drainage Improvements - Removing and replacing concrete for Sidewalk,
Streets, Alleys and Driveways

Company Name: City of Coppell
Contact Name: Frank Garza
Address: 265 Parkway Blvd
Coppell, Texas
Phone: 972-462-5150
Fax: _____
Effective Dates: 12/22-12/23
Description of Services: Sidewalk, Street & Alley Pavement Services - removing and replacing concrete pavement

Company Name: The City of The Colony
Contact Name: Terry Tawney
Address: 6800 Main Street
The Colony, Texas 75056
Phone: 972-625-6644 Ext 3321
Fax: _____
Effective Dates: _____
Description of Services: Miscellaneous Concrete Replacement Services - Removing and repouring concrete for Sidewalk,
Streets, Alleys and Driveways.

Equipment List

Number:	Assets:	Serial #	Plate #
1-1510-6	2016 Ford F-250	1FT7W2BT1GEA57014	GJD4172
1-1807-7	2018 Ford F-350	1FDRF3GT2JEB69914	LDR6042
1-1812-9	2019 Ford F-250	1FT7W2BT1KED10664	LNH0903
1-2103-10	2021 Ford F-250	1FT8W2BT9MEC87397	PDM7741
1-2211-11	2022 Ford F-250	1FT7W2BT9NEF79158	SKF8535
2-0412-5	420D Backhoe Caterpillar	FDP20040	
2-0711-6	320CI Excavator Caterpillar	PAB07522	
2-0804-7	S250 Bobcat Steer Loader	A5GM11234	
2-0905-8	IT14G Integrated Tool Carrier Caterpillar	KZN00850	
2-0905-9	Norman 65E Motorgrader Caterpillar	65ET9504	
2-1411-10	420FIT Backhoe Caterpillar	JWJ02706	
2-1604-11	2016 Sakai Roller	WG55237	
2-1611-12	420F2IT Backhoe Caterpillar	HWD01299	
2-1707-13	262D Skid Steer Loader Caterpillar	DTB07248	
2-1712-14	420F2IT Backhoe Loader Caterpillar	HWD02316	
2-1812-15	2019 Caterpillar Track Loader	FTL20597	
2-1910-16	2019 John Deere Ztrak	1TC930MCTKT072416	
2-2102-17	2021 Hydraulic Excavator Caterpillar	WKX00620	
3-0612-1	2006 CM Trailer	1CAFH16266T041312	239312K
3-0704-2	2007 Kear Trailer	5LCJF162271011388	943513H
3-0806-4	2008 Homemade Trailer	TR198836	707045J
3-0905-5	2009 Tx Br Trailer	17XFP162981085042	941964H
3-1402-6	2014 Texas Bragg Trailer	17XFC1620E1038358	685199J
3-1608-7	2016 Big Tex Trailer	16VDX1425G5093792	435691K
3-0211-8	2002 Big Tex Trailer	4K8GX242921695717	264362H
3-1805-9	2018 Ranco Avil Trailer	591SD3424KR156803	144B260
3-1122-10	2023 Big Tex Trailer	16V1D1921P5250898	533275M
4-0904-1	4800 Husquarvarna Saw	0632	
4-1202-2	FS6600D- Saw Blade	WCI0710	
4-1412-3	FS4800 Husq. Walk Behind Saw	001331488001	
5-1709-4	Mack Chu613	1M1ANO2Y2JM027364	1M23093
5-2012-5	2020 Ford F-350	1FDRF3GT3LED12968	NYS5795

Staffing: Currently we have 28 employees Total - Full Time
 3 Employees work in the office
 3 Supervisors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keystone Southwest Insurance member of K & S Group, Inc. P O Box 1747 Rockwall TX 75087-1747	CONTACT NAME: Linda Nichols PHONE (A/C, No, Ext): (972) 771-3861 FAX (A/C, No): (972) 772-1021 E-MAIL ADDRESS: lnichols@kswins.com
INSURED F & F Concrete, LLC 2416 Chandler Dr Rowlett TX 75088	INSURER(S) AFFORDING COVERAGE INSURER A: BITCO National Insurance Company INSURER B: BITCO General Insurance Corporation INSURER C: BITCO Insurance Companies INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 22/23**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

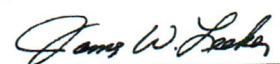
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CLP3721304	09/17/2022	09/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP3721306	09/17/2022	09/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP2823162	09/17/2022	09/17/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC3721303	09/17/2022	09/17/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Concrete and Drainage Improvements Services 2023-56-A

The Town of Flower Mound, its officers, officials, employees, boards and commissions and volunteers are included as per: General Liability includes Blanket Waiver of Subrogation, Blanket Additional Insured and Per Project Aggregate, when required by written contract. Automobile Liability includes Blanket Additional Insured and Blanket Waiver of Subrogation, when required by written contract. Workers Compensation provides Blanket Waiver of Subrogation when required by written contract. The addition of special wording in this space DOES NOT provide or alter the coverage that is currently provided by the policies referenced above.

CERTIFICATE HOLDER**CANCELLATION**

Town of Flower Mound 2121 Cross Timbers Road Flower Mound TX 75028	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation ("Town") and Quick Set Concrete, Inc. ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Concrete and Drainage Improvement Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.

10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all its records with respect to all matters covered by the Contract and will permit the Town to audit, examine, and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants for employment and employees as the law may require.

15. TERMINATION OF CONTRACT. Town may terminate this contract upon ninety (90) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of TBD. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. CONTRACTOR'S REPRESENTATIONS. Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

20. COMPLIANCE WITH LAWS. The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. ENTIRE CONTRACT. This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

23. COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)

Other governmental entities maintaining interlocal agreements or may enter into an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

_____ **Yes, Others can purchase**

_____ **No, only the Town can purchase**

24. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall always during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

25. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that

- 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and
- 2) Seller will not boycott Israel during the term of the contract.

26. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

27. MAILING ADDRESSES. All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follows, unless and until the Contractor is otherwise notified:

Sabrina Zadow Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Michael Ingle
Title: President/Owner
Company: Quick Set Concrete, Inc.
Address: 3971 Summit Ridge
City, State, Zip: Corinth, Texas 76210

ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; and (2) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

28. LEGAL CONSTRUCTION. If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

29. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be in Denton County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY: QUICK SET CONCRETE, INC.

Signature _____
Michael Ingle – President/Owner

Date: _____

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Derek France

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

Name of vendor who has a business relationship with local governmental entity.

O N/A

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.)

Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

W 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

D 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)(8), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity

Date

6/27/23

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at: <http://www.statutes.legis.state.tx.us>. 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 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 a contract with the vendor.

Local Government Code § 176.006(a) and Ca-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 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.

ATTACHMENT A

TOWN OF FLOWER MOUND

CONCRETE AND DRAINAGE IMPROVEMENT SERVICES RFB No. 2023-XX

BID PRICING WORKSHEET

	DESCRIPTION	Unit	Unit Price
1	Excavate 4" to 6" Dirt 0 to 499 SY	SY	\$ 85
2	Excavate 4" to 6" Dirt 500 to 2000 SY	SY	\$ 80
3	Excavate 4" to 6" Dirt 2001 to 5000 SY	SY	\$ 75
4	Excavate 6" to 8" Dirt 0 to 499 SY	SY	\$ 90
5	Excavate 6" to 8" Dirt 500 to 2000 SY	SY	\$ 85
6	Excavate 6" to 8" Dirt 2001 to 5000 SY	SY	\$ 80
7	Cut and Remove 4" to 6" Concrete Sidewalk 0 to 499 SY	SY	\$ 58.50
8	Cut and Remove 4" to 6" Concrete Sidewalk 500 to 2000 SY	SY	\$ 58.50
9	Cut and Remove 4" to 6" Concrete Sidewalk 2001 to 5000 SY	SY	\$ 58.50
10	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 95
11	Place 4" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 95
12	Place 4" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 95
13	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 0 to 499 SY	SY	\$ 99
14	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi- 500 to 2000 SY	SY	\$ 99
15	Place 5.5" Concrete Sidewalk or Trail, min 3600 psi-2001 to 5000 SY	SY	\$ 99
16	Place 4" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 108
17	Place 6" Stamped Concrete Patterned Pavement, min 3600 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 120
18	Place 8" Stamped Concrete Patterned Pavement, min 4200 psi, 50-200 SY (Min. 50 SY), Color and Pattern to be determined by Town Representative	SY	\$ 136
19	Cut and Remove TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 750
20	Construct TxDOT Type 1-7 Pedestrian Facility Curb Ramps	EA	\$ 1800
21	Cut and Remove TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 750
22	Construct TxDOT Type 20-22 Pedestrian Facility Curb Ramps	EA	\$ 1800
23	Cut and Remove 6" to 8" Reinforced Concrete Drive Approach	SY	\$ 72
24	Place 6" Reinforced Concrete Drive Approach, Min 3600 psi	SY	\$ 99
25	Place 8" Reinforced Concrete Drive Approach, min 4200 psi	SY	\$ 108
26	Cut and Remove 6" to 8" Valley Gutter	SY	\$ 65
27	Place 6" Concrete Valley Gutter, min 3600 psi	SY	\$ 175
28	Place 8" Concrete Valley Gutter, min 4200 psi	SY	\$ 195
29	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb- 0-99 SY	SY	\$ 72
30	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-100 to 500 SY	SY	\$ 72

31	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-501 to 2000 SY	SY	\$ 59
32	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb-2001 to 5000 SY	SY	\$ 57.50
33	Cut and Remove 6" to 8" Reinforced Concrete Pavement with or without curb 5001 to 8000 SY	SY	\$ 56.00
34	Place 6" Concrete Pavement, min 3600 psi- 0 to 99 SY	SY	\$ 99
35	Place 6" Concrete Pavement, min 3600 psi-100 to 500 SY	SY	\$ 99
36	Place 6" Concrete Pavement, min 3600 psi -501 to 2000 SY	SY	\$ 99
37	Place 6" Concrete Pavement, min 3600 psi -2001 to 8000 SY	SY	\$ 99
38	Place 8" Concrete Pavement, min 4200 psi - 0 to 99 SY	SY	\$ 113
39	Place 8" Concrete Pavement, min 4200 psi -100 to 500 SY	SY	\$ 113
40	Place 8" Concrete Pavement, min 4200 psi -501 to 2000 SY	SY	\$ 113
41	Place 8" Concrete Pavement, min 4200 psi -2001 to 8000 SY	SY	\$ 113
42	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 12
43	Install 6" Reinforced Integral Curb, 51-500 LF	LF	\$ 12
44	Install 6" Reinforced Integral Curb, 501+ LF	LF	\$ 12
45	Cut and Remove 24" Integral Curb and Gutter 0 to 499 LF	LF	\$ 13
46	Cut and Remove 24" Integral Curb and Gutter 500 to 2000 LF	LF	\$ 12.50
47	Cut and Remove 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$ 12
48	Replace 24" Integral Curb and Gutter 0 to 500 LF	LF	\$ 58
49	Replace 24" Integral Curb and Gutter-501 to 2000 LF	LF	\$ 57
50	Replace 24" Integral Curb and Gutter-2001 to 5000 LF	LF	\$ 56
51	Adjust Manholes to Finish Grade - All Manholes	EA	\$ 850
52	Adjust Valves to Finish Grade	EA	\$ 350
53	Lime Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$ 3.30
54	Lime Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$ 3.25
55	Lime Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$ 3.20
56	Lime Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$ 3.15
57	Lime Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$ 3.10
58	Lime Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$ 3.05
59	Cement Subgrade Stabilization - 8" 500 to 2000 SY	SY	\$ 3.30
60	Cement Subgrade Stabilization - 8" 2001 to 5000 SY	SY	\$ 3.25
61	Cement Subgrade Stabilization - 8" 5001 to 8000 SY	SY	\$ 3.20
62	Cement Subgrade Stabilization - 10" 500 to 2000 SY	SY	\$ 3.15
63	Cement Subgrade Stabilization - 10" 2001 to 5000 SY	SY	\$ 3.10
64	Cement Subgrade Stabilization - 10" 5001 to 8000 SY	SY	\$ 3.05
65	Lime for Subgrade Stabilization - PH Series (1 to 1000 TN)	TN	\$ 220
66	Quick Lime for Subgrade Stabilization (1 to 1000 TN)	TN	\$ 245
67	Cement for Stabilization - Atterberg Limits (1 to 1000 TN)	TN	\$ 265
68	Cem-Lime Treatment Subgrade Stabilization - 8" 500-2000 SY	SY	\$ 3.65
69	Cem-Lime Treatment Subgrade Stabilization - 8" 2001-5000 SY	SY	\$ 3.60
70	Cem-Lime Treatment Subgrade Stabilization - 8" 5001-8000 SY	SY	\$ 3.55
71	Cem-Lime Treatment Subgrade Stabilization - 10" 500-2000 SY	SY	\$ 4.00

72	Cem-Lime Treatment Subgrade Stabilization - 10" 2001-5000 SY	SY	\$ 3.95
73	Cem-Lime Treatment Subgrade Stabilization - 10" 5001-8000 SY	SY	\$ 3.90
74	Cem-Lime for Stabilization - (1 to 1000 TN)	TN	\$ 295
75	Install Geogrid Tensar NX750 for Subgraded Stabilization (50-500 SY)	SY	\$ 4.50
76	Install Geogrid Tensar NX750 for Subgraded Stabilization (501+ SY)	SY	\$ 4.25
77	Install and Compact 6" Cement Treated Base (CTB) 50 to 500 SY	SY	\$ 75
78	Install and Compact 6" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$ 65
79	Install and Compact 8" Cement Treated Base (CTB) 100 to 500 SY	SY	\$ 80
80	Install and Compact 8" Cement Treated Base (CTB) 501 to 2000 SY	SY	\$ 75
81	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (0 to 500 CY)	CY	\$ 75
82	Install and Compact 95% Std. Proctor -Type 1 Flexbase 6" (500 to 999 CY)	CY	\$ 65
83	Install and Compact 95% Std. Proctor -Type 1 Flexbase 8" (0 to 500 CY)	CY	\$ 80
84	Install and Compact 95% Std. Proctor - Type 1 Flexbase 6" (501 to 999 CY)	CY	\$ 75
85	Unclassified Excavation, to include off-site disposal 1 to 500 CY	CY	\$ 45
86	Unclassified Excavation, to include off-site disposal 501-900 CY	CY	\$ 45
87	Compacted Fill to 95%- 0 to 500 CY	CY	\$ 6
88	Compacted Fill to 95%-501 to 1000 CY	CY	\$ 5.50
89	Install 6" Wide Vertical Retaining Wall, 6" to 18" height, to include necessary footing	CY	\$ 485
90	Install 6" Wide Vertical Retaining Wall, 20" to 36" height, to include necessary footing	CY	\$ 585
91	Remove and replace inlet top 5' (Cast-in-Place)	EA	\$ 2,500
92	Remove and replace inlet top 10' (Cast-in-Place)	EA	\$ 3,500
93	Remove and replace inlet top 20' (Cast-in-Place)	EA	\$ 7500
94	Remove curb inlet 10' (0' to 6' Depth)	EA	\$ 1575
95	Vertical foot extra depth	VFT	\$ 175
96	Remove curb inlet 15' (0' to 6' Depth)	EA	\$ 1800
97	Vertical foot extra depth	VFT	\$ 175
98	Remove curb inlet 20' (0' to 6' Depth)	EA	\$ 2500
99	Vertical foot extra depth	VFT	\$ 175
100	Install curb inlet 10' (Standard or Recessed) (0' to 6' Depth) (Cast-in-Place)	EA	\$ 2500
101	Vertical foot extra depth	VFT	\$ 175
102	Install curb inlet 15' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$ 3500
103	Vertical foot extra depth	VFT	\$ 175
104	Install curb inlet 20' (Standard or Recessed)(0' to 6' Depth)(Cast-in-Place)	EA	\$ 7500
105	Vertical foot extra depth	VFT	\$ 175
106	Install 18" RCP CL III (0' to 6' Depth)	LF	\$ 75
107	Vertical foot extra depth	VFT	\$ 175
108	Install RCP 24" CL III (0' to 6' Depth)	LF	\$ 85
109	Vertical foot extra depth	VFT	\$ 175
110	Install RCP 30" CL III (0' to 6' Depth)	LF	\$ 105
111	Vertical foot extra depth	VFT	\$ 175
112	Install RCP 36" CL III (0' to 6' Depth)	LF	\$ 145

113	Vertical foot extra depth	VFT	\$ 175
114	Install RCP 42" CL III (0' to 6' Depth)	LF	\$ 205
115	Vertical foot extra depth	VFT	\$ 175
116	Additional Cost for Class IV RCP	LF	\$ 125
117	CH-FW-0 TXDOT Concrete Headwalls with Flared Wings - 12" to 42" Pipe Culverts (Cast-in-Place)	CY	\$ 310. ⁰⁰
118	Remove 6' Concrete Flume with 6" curb	LF	\$ 70
119	Install 6' concrete Flume with 6" curb	LF	\$ 145
120	Remove 10' concrete Flume with 6" curb	LF	\$ 95
121	Install 10' concrete Flume with 6" curb	LF	\$ 175
122	4' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 3500
123	Vertical foot extra depth	VFT	\$ 165
124	5' Junction box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 4500
125	Vertical foot extra depth	VFT	\$ 170
126	6' Junction Box (0' to 6' Depth) (Cast-in-Place)	EA	\$ 5500
127	Vertical foot extra depth	VFT	\$ 175
128	6:1 Safety End Treatments 18" Pipe (Cast-in-Place or Precast)	EA	\$ 1500
129	6:1 Safety End Treatment 24" Pipe (Cast-in-Place or Precast)	EA	\$ 2000
130	6:1 Safety End Treatment 30" Pipe (Cast-in-Place or Precast)	EA	\$ 2500
131	Install Rock-Rip-Rap (18" to 24" Stone Size) placed with geotextile	CY	\$ 125
132	St. Augustine Sod	SY	\$ 16.75
133	Bermuda Sod	SY	\$ 16.75
134	Hydroseeding with fiber mulch per specifications	SY	\$ 1.25
135	Irrigation Main Repair/Relocation, 0-500 LF	LF	\$ 55
136	Irrigation Main Repair/Relocation, 500+	LF	\$ 45
137	Install Topsoil (4" to 6")	CY	\$ 95
138	Installation of French Drain - 4" Perforated Pipe	LF	\$ 25

During the term of the contract, the successful vendor(s) will be required to provide an itemized written quote for each concrete and drainage improvement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

SY	
\$	29.70
\$	29.25
\$	28.80
\$	28.35
\$	27.90
\$	27.45
\$	29.70
\$	29.25
\$	28.80
\$	28.35
\$	27.90
\$	27.45
\$	220.00
\$	245.00
\$	265.00
\$	32.85
\$	32.40
\$	31.95
\$	36.00
\$	35.55
\$	35.10
\$	295.00

Bid Certification Form
RFB No. 2023-XXX
Concrete and Drainage Improvement Services

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: Quick Set Concrete

Principal Place of Business Address: 3971 Summit Ridge

Principal Place of Business City, State, Zip: Corinth, TX 76210

Principal Place of Business Phone Number: 972-836-2919

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: 27-0748641

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 AI Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative: _____

Signature

Date

Michael Ingle

Printed Name

President / owner

Title

Attachment C
References

Please provide at least three (3) references for same or similar services as the Town has specified in the bid in the spaces provided below.

Company Name: City of Colleyville
Contact Name: Corey Lawson
Address: 100 S. main St. Colleyville, TX
Phone: 469-602-4484
Fax: _____
Effective Dates: 4/2021 - 6/2022
Description of Services: Side Walk Connections, multiple sites
Compact Sidewalk paving, Top Soil, Sod

Company Name: City of Hickory Creek
Contact Name: Jeffery McSpadden
Address: 1075 Ronald Regan Ave Hickory Creek TX
Phone: 469-576-5094
Fax: _____
Effective Dates: Current project
Description of Services: Sidewalk extension

Company Name: City of Plano
Contact Name: Husain Hamza
Address: 1520 K Ave Plano, TX
Phone: 972 941-7152
Fax: _____
Effective Dates: Nov 2021 - Feb 2023
Description of Services: Screening Walls, Alley Replacements, Side walks
Multiple locations



3971 Summit Ridge Drive | Corinth, TX 76210
Phone: 972.836.2919 | Fax: 888.567.1131
www.quicksetconcrete.com

Company Resources

Staffing list, President, Operations Manager, Project Manager/Estimator, Project manager, Field crew, Punchlist crew.

Vehicles, F-150s with all necessary tools for Field crew daily Operations, Diesel F-250 and Diesel Ram For Trailer/Equipment and material transportation.

Construction Equipment, Power tools, Drills, Hammer drills, Carpentry saws, Generators, Lazer levels, Transit stations, (All other smaller necessary tools for demo and forming), Tilt Flatbed Trailer, Dump Trailer, Backhoe, Skid steer, Walk behind saws, Compaction equipment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance One Agency, L.C. 14180 Dallas Parkway Suite 900 Dallas TX 75254		CONTACT NAME: Seresa Hill PHONE (A/C, No, Ext): (972) 267-8000 FAX (A/C, No): (972) 380-6310 E-MAIL ADDRESS: seresa@insuranceoneagency.com	
INSURED Quick Set Concrete 400 Tx 121 Suite #300 Lewisville TX 75056		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Assurance Co. INSURER B: State Auto Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2212703950 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			VUMA0293680	12/05/2022	12/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			10146259CA	08/30/2022	08/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			VUMA0293740	12/05/2022	12/05/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	10146258WC	08/30/2022	08/30/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insured's Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Derwood Phillips

© 1988-2015 ACORD CORPORATION. All rights reserved.



TOWN COUNCIL AGENDA K.10. REGULAR ITEM(S)

DATE: August 21, 2023
FROM: Matthew Hotelling, Assistant Director of Public Works/Transportation
ITEM: **Consider approval of a Construction Agreement with Road Solutions, LLC, for the CIP Traffic Signal and Partial Traffic Signal Rehabilitation Projects: FM 1171/Canyon Falls; Garden Ridge/Forest Vista; FM 2499/Firewheel project, in the amount of \$1,136,409.37; and authorization for the Mayor to execute same on behalf of the Town**

BACKGROUND: On July 27, 2023, bids were received and opened (Bid 2023-102-B) for the construction of a new traffic signal at the intersections of FM 1171 at Canyon Falls, Garden Ridge at Forest Vista, and a partial rehabilitation of the FM 2499 at Firewheel traffic signal. Road Solutions, LLC., submitted the lowest qualified bid of the one responding bidders at \$1,136,409.37. The work associated with this capital improvement project includes the installation of certain traffic signal equipment supplied by the Town. These locations meet warrants for traffic signalization and have been approved by the Texas Department of Transportation. FM 1171 will be constructed first, followed by Garden Ridge at Forest Vista and FM2499 at Firewheel.

BOARD REVIEW/CITIZEN FEEDBACK: The Transportation Commission reviews upcoming signal projects every spring. These locations were reviewed and identified as a desirable location by the Commission.

ALTERNATIVES: A decision to not approve the proposed Construction Agreement for these locations would negatively impact the planned safety improvements of cross traffic at the intersections. The proposed signals will provide traffic control for safe cross traffic and improved service to the Town's residents in these areas.

FISCAL IMPACT: \$1,136,409.37

Proposed Expenditure/(Revenue)	Account Number(s):
\$ 62,000.00	378-588-77140-6200
\$189,400.00	550-119-77140-6200
\$ 68,000.00	378-588-77145-6200
\$112,000.00	550-117-77145-6200
\$155,000.00	505-220-77145-6200
\$270,000.00	505-220-77150-6200
\$280,009.37	505-220-70050-6160

LEGAL REVIEW: The Town's standard construction 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. Bid Tab - Bid No. 2023-102-B
2. Construction Agreement 2023-102-B
3. Form 1295

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



**Town of Flower Mound
Verified Bid Tab**

**Bid No: 2023-102-B – CIP Traffic Signal and Partial Traffic Signal Rehabilitation Projects: FM 1171/Canyon Falls;
Garden Ridge/Forest Vista; FM 2499/Firewheel**

Bid Opening: 7/27/2023 at 11:00 AM

Company	Total Bid
Road Solutions LLC	\$ 1,136,409.37

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

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

Date: July 27, 2023

TOWN OF FLOWER MOUND

**CIP TRAFFIC SIGNAL AND PARTIAL TRAFFIC SIGNAL REHABILITATION
PROJECTS: FM 1171/CANYON FALLS; GARDEN RIDGE/FOREST VISTA; FM
2499/FIREWHEEL**

Bid # 2023-102-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 2023, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Road Solutions, LLC, a Limited Liability Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

CIP TRAFFIC SIGNAL AND PARTIAL TRAFFIC SIGNAL REHABILITATION
PROJECTS: FM 1171/CAYON FALLS; GARDEN RIDGE/FOREST VISTA; FM 2499/
FIREWHEEL,
Bid # 2023-102-B

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

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

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;

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

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

the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **One Million One Hundred Thirty Six Thousand Four Hundred Nine Dollars and Thirty Seven cents (\$ 1,136,409.37)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of two hundred and forty (240) calendar days, and final completion of two hundred and seventy (270) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement will be effective on the ____ day of _____, 20__.

TOWN OF FLOWER MOUND

CONTRACTOR

Derek France, MAYOR

_____(Signature)
_____(Printed Name)
_____(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____(Signature)
_____(Position)



TOWN COUNCIL AGENDA K.11. REGULAR ITEM(S)

DATE: August 21, 2023
FROM: Wendell Mitchell, Assistant Chief of Police
ITEM: **Consider approval of a Professional Services and Purchase Agreement for \$1,880,004.80 with Motorola Solutions, Inc., to provide equipment, technical support, and software for portable radios for the Police and Fire Departments; and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: The Police and Fire Department's emergency portable radio equipment, which we purchased most of in 2016, has reached the end of the manufacturer's supported life for hardware replacement. Replacement parts are in limited supply, if even available. Further, the portable radios carried by fire department personnel are becoming inoperable with more frequency due to the conditions the radios are exposed. To remedy this, police and fire personnel worked with our authorized Motorola supplier over the last six months to evaluate radios and purchase options. As such, the option that provides the best equipment serviceable life, functionality, and overall discount is to replace all of our police and fire department portable radios with the Motorola APX Next model portable radio. Finally, the APX Next model improves operability by adding Wifi and LTE communication options to back up digital radio frequency.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: Maintain our portable radios and replace them over three to five fiscal years. It is important to note this equipment has experienced price increases this year and is anticipated to continue based on the current market. Also, purchasing in this manner would eliminate discounts.

FISCAL IMPACT: \$1,880,005.00

Proposed Expenditure/(Revenue)

\$1,119,333.00

\$760,672.00

Account Number(s):

100-640-43500-6120

100-660-63000-6120

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

ATTACHMENTS:

1. Flower Mound Final Quote with Addendums

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



Flower Mound Police

Town of Flower Mound Fleet Refresh Next

06/14/2023

06/14/2023

Flower Mound Police
4150 KIRKPATRICK LN
FLOWER MOUND, TX 75028

RE: Motorola Quote for Town of Flower Mound Fleet Refresh Next
Dear Jason Hawley,

Motorola Solutions is pleased to present Flower Mound Police with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Flower Mound Police with the best products and services available in the communications industry. Please direct any questions to Cody Cross at codycross@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Cody Cross
Account Executive

Motorola Solutions Manufacturer's Representative

Billing Address:
FLOWER MOUND, TOWN OF
4150 KIRKPATRICK LN
FLOWER MOUND, TX 75028
US

Shipping Address:
FLOWER MOUND, TOWN OF
4150 KIRKPATRICK LN
Flower Mound, TX 75028
US

Quote Date:06/14/2023
Expiration Date:08/31/2023
Quote Created By:
Cody Cross
Account Executive
codycross@callmc.com
682-229-9717

End Customer:
Flower Mound Police
Jason Hawley
jason.hawley@flower-mound.com

Contract: DIR-TSO-4101

Line #	Item Number	APC	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT		APX NEXT SINGLE BAND					
1	H45TGT9PW8AN	0142	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE*	145		\$6,641.00	\$4,648.20	\$673,989.00
1a	QA00569AP	0142	ADD: 7/800MHZ BAND	145		\$0.00	\$0.00	\$0.00
1b	BD00001AA	0142	ADD: CORE BUNDLE	145		\$3,106.00	\$2,173.96	\$315,224.20
1c	H499KC	0142	ENH: SUBMERSIBLE (DELTA T)	145		Included	Included	Included
1d	H38DA	0142	ADD: SMARTZONE OPERATION	145		Included	Included	Included
1e	Q806CH	0142	ADD: ASTRO DIGITAL CAI OPERATION	145		Included	Included	Included
1f	Q361CD	0142	ADD: P25 9600 BAUD TRUNKING	145		Included	Included	Included
1g	QA09028AA	0142	ADD: VIQI VC RADIO OPERATION	145		Included	Included	Included
1h	QA03399AK	0142	ADD: ENHANCED DATA	145		Included	Included	Included
1i	Q387CB	0142	ADD: MULTICAST VOTING SCAN	145		Included	Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	QA00580BA	0142	ADD: TDMA OPERATION	145		Included	Included	Included
1k	QA09001AM	0142	ADD: WIFI CAPABILITY	145		Included	Included	Included
1l	Q629BD	0142	ENH: AES ENCRYPTION AND ADP	145		Included	Included	Included
1m	H636AB	0142	ADD: APX NEXT APPLICATION BUNDLE PROMO+	145		-\$300.00	-\$300.00	-\$43,500.00
1n	H638EA	0142	ADD: SMART LOCATE MAPPING TRIAL PROMO+	145		-\$56.00	-\$56.00	-\$8,120.00
1o	QA09017AA	0142	ADD: LTE WITH ACTIVE SERVICE AT&T US	145		\$0.00	\$0.00	\$0.00
1p	QA07710AA	0142	ALT: STUBBY 7-800MHZ 6CM ANTENNA	145		\$0.00	\$0.00	\$0.00
1q	QA08853AA	0142	ADD: CPS ENABLEMENT*	145		\$0.00	\$0.00	\$0.00
2	SSV01P01406A	0712	SMARTCONNECT PROMO+	145	1 YEAR	\$75.00	\$75.00	\$10,875.00
3	SSV01P01476A	0712	SMARTLOCATE PROMO+	145	1 YEAR	\$75.00	\$75.00	\$10,875.00
4	SSV01P01901A	0712	SMARTMESSAGING PROMO+	145	1 YEAR	\$75.00	\$75.00	\$10,875.00
5	SSV01P01408B	0712	VIQI VIRTUAL PARTNER PROMO+	145	1 YEAR	\$75.00	\$75.00	\$10,875.00
6	SSV01P01685B	0612	ELIGIBLE FOR PROMO - CC AWARE STARTER+	145	1 YEAR	\$56.00	\$56.00	\$8,120.00
7	PSV01S02944A	0712	PROVISIONING SUPPORT*	1		\$0.00	\$0.00	\$0.00
8	PSV00S01424A	0700	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
9	PSV01S02942A	0712	VIRTUAL PARTNER ENABLEMENT	1		\$0.00	\$0.00	\$0.00
10	PSV01S02941A	0712	SMARTMESSAGING ENABLEMENT	1		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
11	LSV01S03446A	0723	APX NEXT DMS ESSENTIAL	145	3 YEARS	\$230.76	\$221.25	\$32,081.25
12	PSV03S02465A	0700	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
13	PSV01S03059A	0700	APX NEXT PROVISIONING WITH CPS*	1		\$0.00	\$0.00	\$0.00
14	PMMN4135A	0372	AUDIO ACCESSORY, XVP850 REMOTE SPEAKER MICROPHONE, WITH CHANNEL KNOB	145		\$507.60	\$365.02	\$52,927.90
15	PMNN4816A	0453	BATT IMPRES 2 LIION IP68 3200T	145		\$225.50	\$162.16	\$23,513.20
16	PMPN4604A	0785	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	145		\$207.14	\$148.95	\$21,597.75
	APX™ NEXT		APX NEXT XE SINGLE BAND					
17	H45TGT9PW8AN	0142	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE*	85		\$6,641.00	\$4,648.20	\$395,097.00
17a	QA00569AP	0142	ADD: 7/800MHZ BAND	85		\$0.00	\$0.00	\$0.00
17b	QA00570AW	0142	ADD: VHF BAND+	85		\$800.00	\$559.94	\$47,594.90
17c	QA01427AK	0142	ALT: APX NEXT XE HOUSING GREEN	85		\$28.00	\$19.60	\$1,666.00
17d	QA02006AE	0142	ADD: APX NEXT XE M4.5 RUGGED RADIO	85		\$770.00	\$538.94	\$45,809.90
17e	BD00001AA	0142	ADD: CORE BUNDLE	85		\$3,106.00	\$2,173.96	\$184,786.60
17f	H499KC	0142	ENH: SUBMERSIBLE (DELTA T)	85		Included	Included	Included
17g	H38DA	0142	ADD: SMARTZONE OPERATION	85		Included	Included	Included
17h	Q806CH	0142	ADD: ASTRO DIGITAL CAI OPERATION	85		Included	Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
17i	Q361CD	0142	ADD: P25 9600 BAUD TRUNKING	85		Included	Included	Included
17j	QA09028AA	0142	ADD: VIQI VC RADIO OPERATION	85		Included	Included	Included
17k	QA03399AK	0142	ADD: ENHANCED DATA	85		Included	Included	Included
17l	Q387CB	0142	ADD: MULTICAST VOTING SCAN	85		Included	Included	Included
17m	QA00580BA	0142	ADD: TDMA OPERATION	85		Included	Included	Included
17n	QA09001AM	0142	ADD: WIFI CAPABILITY	85		Included	Included	Included
17o	Q629BD	0142	ENH: AES ENCRYPTION AND ADP	85		Included	Included	Included
17p	H636AB	0142	ADD: APX NEXT APPLICATION BUNDLE PROMO+	85		-\$300.00	-\$300.00	-\$25,500.00
17q	H638EA	0142	ADD: SMART LOCATE MAPPING TRIAL PROMO+	85		-\$56.00	-\$56.00	-\$4,760.00
17r	QA08853AA	0142	ADD: CPS ENABLEMENT*	85		\$0.00	\$0.00	\$0.00
17s	QA09017AA	0142	ADD: LTE WITH ACTIVE SERVICE AT&T US	85		\$0.00	\$0.00	\$0.00
18	SSV01P01406A	0712	SMARTCONNECT PROMO+	85	1 YEAR	\$75.00	\$75.00	\$6,375.00
19	SSV01P01476A	0712	SMARTLOCATE PROMO+	85	1 YEAR	\$75.00	\$75.00	\$6,375.00
20	SSV01P01901A	0712	SMARTMESSAGING PROMO+	85	1 YEAR	\$75.00	\$75.00	\$6,375.00
21	SSV01P01408B	0712	VIQI VIRTUAL PARTNER PROMO+	85	1 YEAR	\$75.00	\$75.00	\$6,375.00
22	SSV01P01685B	0612	ELIGIBLE FOR PROMO - CC AWARE STARTER+	85	1 YEAR	\$56.00	\$56.00	\$4,760.00
23	LSV01S03446A	0723	APX NEXT DMS ESSENTIAL	85	3 YEARS	\$230.76	\$221.25	\$18,806.25



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
24	PSV01S03059A	0700	APX NEXT PROVISIONING WITH CPS*	1		\$0.00	\$0.00	\$0.00
25	AS000178A01	0785	INSERT RADIO CHGR MULTI UNIT	85		\$71.43	\$51.37	\$4,366.45
26	PMMN4132A	0372	ACCESSORY KIT,XVE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB	85		\$680.40	\$489.28	\$41,588.80
27	PMPN4604A	0785	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	24		\$207.14	\$148.95	\$3,574.80
28	NNTN9217A	0453	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2	85		\$284.35	\$204.48	\$17,380.80

Grand Total	\$1,880,004.80(USD)
-------------	---------------------

Notes:

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.



Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

VIQI Virtual Partner

Maintaining situational awareness and first responder safety through natural operation is integral to the APX NEXT device. This outcome is achieved through ViQI™ Virtual Partner—a cloud-based service that provides vital public safety information via voice. With a single button press and simple audio prompt, personnel can use natural language to run a license plate or driver's license, and search for vehicles with matching vehicle identification numbers straight from the field without disruption.

Virtual Partner leverages artificial intelligence capabilities to interpret voice queries and quickly deliver query results in an audible format. This empowers field personnel to submit queries with the APX NEXT radio without the risk of losing situational awareness while typing a manual query. The automated nature of the solution also allows users to obtain critical information faster than relaying the query to dispatchers. The APX NEXT then leverages either LMR or supported broadband networks to send queries and return responses.



SmartConnect

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. The SmartConnect application keeps users connected and maintains critical LMR features through a broadband connection by extending Land Mobile Radio (LMR) networks for voice and data coverage outside normal LMR service areas. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

SmartMessaging

The SmartMessaging application allows APX NEXT users to seamlessly and discreetly share multimedia communications over a Broadband connection, offloading traffic from mission-critical LMR networks while enhancing public safety capabilities. From the APX NEXT home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.

SmartLocate

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.



Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products or Services (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**,” and collectively as the “**Parties**.” This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document (as defined below) between the Parties (the “**Effective Date**”).

If you are purchasing Products or Services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Services or Products from Motorola.

1. Agreement.

1.1. Scope; Agreement Documents. This MCA, available at www.motorolasolutions.com/product-terms, governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda, also available at www.motorolasolutions.com/product-terms (each an “**Addendum**,” and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, order forms, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**.”

1.2. Modifications. This Agreement (including the Addenda) may only be amended or modified upon the prior written consent of the Parties.

1.3. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in such Ordering Document.

2. Products and Services.

Products. Motorola will: (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software that is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”); and (c) license cloud-based software as a service products and other software that is either preinstalled on Equipment or installed on Customer-

Provided Equipment but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**,” or individually as a “**Product**.” At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer if the substitute is substantially similar to the Products originally purchased by Customer.

2.1. Services.

- 2.1.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.
- 2.1.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”) agreed upon by the Parties (“**Integration Services**”), and/or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services,” as defined above.
- 2.1.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.
- 2.1.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.2. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.3. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services is accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided

by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.4. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.5. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control. Upon the expiration or earlier termination of this Agreement Motorola shall provide Customer a list of Motorola tools and equipment held by Customer and Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.6. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and, to the extent permitted by law, will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords, and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.7. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions, or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.8. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties, by means of the Change Order, will make appropriate adjustments to the Fees, project schedule, or

other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein. Customer may terminate this Agreement, or any applicable Addendum or Ordering Document, at any time after providing thirty (30) days' written notice to Motorola.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document or otherwise provided by Motorola. Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment). Motorola shall receive Customer's consent prior to incurring fees related to unusual and costly Site access and Customer will reimburse Motorola for these, or other expenses incurred by Motorola in connection with the Services.

4.2. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing

upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that: (a) all Sites are safe and secure; (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies); (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities); and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues, or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and

Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third-party asset out in an Ordering Document. As an authorized sales representative, the third-party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third-party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as opensource software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third-party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the

applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Motorola's warranties are extended by Motorola to Customer only and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HERE UNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence, or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1—General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim. Motorola agrees that it will not admit fault or enter any settlement on behalf of Customer without Customer's prior consent.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any

amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or(ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon:(a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines, or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER- PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE

MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled, or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, to the extent permitted by law, Recipient will (a) not disclose Confidential Information to any third-party, except as expressly permitted in this **Section 9-Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents, or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile, or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose

Confidential Information to the extent required by law, including a judicial or legislative order or proceeding. The Customer may disclose Confidential Information to the extent required by law. As required by the Texas Public Information Act (the "Act"), the Customer will notify Motorola in the event a public information request made to the Customer encompasses any information protected by this Agreement. As authorized by the Act, Motorola may submit arguments against disclosure of the requested information directly to the Office of the Texas Attorney General. In such an event, the Customer will only release the requested information if required to do so by the Office of the Texas Attorney General.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however, that Recipient will retain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings:

- 10.1.1. **"Customer Contact Data"** means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing, and sales purposes;
- 10.1.2. **"Service Use Data"** means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs, and date and time of use;
- 10.1.3. **"Customer Data"** means data, information, and content, including images, text, videos, documents, audio, telemetry, location, and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data;
- 10.1.4. **"Third- Party Data"** means information obtained by Motorola from publicly available sources or its third-party content providers and made available to Customer through the Products or Services;
- 10.1.5. **"Motorola Data"** means data owned or licensed by Motorola;
- 10.1.6. **"Feedback"** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and
- 10.1.7. **"Process" or "Processing"** means any operation or set of operations that is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making

available, alignment or combination, restriction, erasure, or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information that may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to: (a) perform Services and provide Products under the Agreement; (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services; and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer’s collection, creation, and use of the Customer Data (including in connection with Motorola’s Products and Services), and Motorola’s use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe

any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

- 10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to: (a) operate, maintain, manage, and improve existing and create new products and services; (b) test products and services; (c) aggregate Service Use Data and combine it with that of other users; and (d) use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, after providing Customer notice and a reasonable opportunity to cure, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party

Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications, or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications, or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to any act of God, acts of governmental authority, acts of a public enemy or due to war, the outbreak or escalation of hostilities, riot, fire, flood, civil commotion, insurrection, labor difficulty (including strike, work stoppage, or slow down), severe or adverse weather conditions, or other similar cause beyond the reasonable control of the Parties. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2– Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder; (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule; and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. The Parties agree that the terms of this Agreement are fully performable in Texas. All matters relating to or arising out of the Agreement are governed by the laws of the State of Texas. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to

executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate non-binding mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith. Motorola recognizes that Customer is a governmental entity, and any settlement must be approved by the Flower Mound Town Council. All communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Denton County, Texas. Each Party expressly consents to the exclusive jurisdiction of such state or federal court for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) in connection with a merger, acquisition or sale of all or substantially all of its assets, or (b) as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. In event of such assignment, Customer shall have the right to terminate this Agreement.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to

be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.5. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.6. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.7. Interpretation. These section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation.” This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.8. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.9. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.10. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.11. Entire Agreement. This Agreement, including all Addenda available at www.motorolasolutions.com/product-terms and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in

writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

13.12. Indemnity and Exculpatory Provisions. Licensee is a Texas home-rule municipality. Accordingly, any and all provisions, terms, or conditions in the Agreement requiring Licensee to defend or indemnify Motorola or any third-party from any and all costs, liabilities, penalties, sanctions, fines, or any other claims whatsoever, are void and of no effect and shall be construed as against public policy in accordance with the Texas Constitution and the laws of the State of Texas.

13.13. Gift to Public Servant. Customer may terminate the Agreement immediately and without any liability if Motorola has offered, or agreed to confer any benefit upon a customer employee or official that the Customer employee or official is prohibited by law from accepting.

13.14. Governmental Functions and Immunity

13.14.1. **Immunity retained.** The Parties hereby acknowledge and agree that Customer is entering into the Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Town of Flower Mound, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the Customer's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by Texas law.

13.14.2. **Rights Retained.** The Customer expressly reserves its legislative and municipal police power in accordance with the laws of the State of Texas. Any provision, term, or condition in the Agreement requiring the customer to waive its rights under the Texas or Federal Constitution, or under any foreign law(s), or limiting the claims or remedies available to the Customer, or requiring settlement of claims through binding mediation or arbitration are void and shall be given no effect.

13.14.3. **Payments.** Customer shall pay Motorola the amounts due in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251. Despite any other provision to the contrary in the Agreement, interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov't Code Ch. 2251. Customer is tax exempt and shall not be subject to or pay for any charges for taxes under the Agreement.

13.15. Additional Verifications. To the extent required by Texas law, Motorola verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of the Contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

13.16. Non-collusion. Motorola represents and warrants that Motorola has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money

or other consideration prohibited by law to any person as an inducement to obtain the Work to be provided to the Customer under this Agreement.

13.17. Non-discrimination. To the extent required by law, Motorola and the Motorola's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Motorola shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Motorola agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies as required by law.

13.18. Governmental Immunities. Motorola acknowledges and agrees that Customer is a political subdivision of the State of Texas, and Customer is entering into this agreement pursuant to its governmental functions and is immune from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Customer does not waive any of its immunities from suit or liability, except as expressly waived by statute under Texas Local Gov't Code Ch. 271.

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), collectively, the “Parties,” and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document between the Parties (the “**Effective Date**”) (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

If you are purchasing Subscription Software on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Services or Products from Motorola.

1. Addendum. This SSA, available at www.motorolasolutions.com/product-terms, governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized

Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable) and will continue for the applicable Subscription Term. Customer may access and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month

periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”). Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than sixty (60) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “**Partial Subscription Year**”); and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the “**SSA Term**”) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3–Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer may terminate this SSA without cause after providing thirty (30) days’ notice to Motorola.

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document between the Parties (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

If you are purchasing Equipment or licensing Licensed Software on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Equipment or license of Licensed Software from Motorola.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon receipt by Customer. Customer will pay all shipping costs, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of: (a) electronic delivery of the Licensed Software by Motorola; and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and minor delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or

warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not, and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party, to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed Software is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is

discontinued.

3.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer may terminate this EPSLA without cause upon providing thirty (30) days’ written notice to Motorola.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services

Referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection(c) will be referred to as the “**Motorola Licensed Software Warranty**”. Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. **Copyright Notices.** The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. **Survival.** The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**