

**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 18, 2025

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

In accordance with section 551.127 of the Texas Government Code (Open Meeting Act) this meeting will be an in-person meeting with either a member of Town Council, staff, or consultant, participating by video conference. The public meeting location will be Flower Mound Town Hall, 2121 Cross Timbers Rd, Flower Mound, Texas. The Mayor, as presiding officer of Town Council, and a quorum of the Town Council will be physically present at this location. The location where the Mayor is physically present shall be open to the public during the open portions of the meeting.

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

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGES

D. PRESENTATION(S)

1. Hometown Hero Proclamation - Victor Flores
2. Proclamation of September as National Senior Center Month

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
 - a. Employee Service Recognition
4. Update on TxDOT Projects

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. August 21 - Work Session (Budget)
2. September 1 - Regular Meeting (Canceled due to Labor Day weekend)
3. September 15 - Regular Meeting

J. CONSENT ITEM(S)

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

1. Minutes - 7/31 - Consider approval of the minutes from a Town Council Strategic Planning Retreat held on July 31, 2025.
2. Minutes - 8/2 - Consider approval of the minutes from a Town Council Strategic Planning Retreat held on August 2, 2025.
3. Minutes - 8/4 - Consider approval of the minutes from a Town Council regular meeting held on August 4, 2025.
4. SPAN Transportation Contract - Consider approval of a Service Agreement for Demand Response Transit Service with SPAN, Inc., in an amount not-to-exceed \$81,164.13, 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. CIP Amendment No. 3 - Consider approval of Amendment No. 3 to the fiscal year 2024-2025 Capital Improvement Program.
6. Northshore Park - Playground Surfacing - Consider approval of the purchase and installation of artificial turf surfacing for the 2024-2025 Playground Replacements project, for Northshore Park Playground, from We Build Fun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$149,466.35.
7. Certified Collection Rate FY 25-26 Budget - Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2025, and ending September 30, 2026.

8. 2025 Certified Appraisal Roll - Consider approval of an ordinance establishing the 2025 certified appraisal roll.
9. No-New-Revenue and Voter-Approval Tax Rates - Consider accepting the submission of the notice of a no-new-revenue tax rate of \$0.372129 per \$100 assessed valuation and a voter-approval tax rate of \$0.388067 per \$100 assessed valuation for the fiscal year beginning October 1, 2025, and ending September 30, 2026.
10. Schedule Budget and Tax Rate Meetings - Consider proposing a maximum tax rate of \$0.387278 per \$100 valuation for the fiscal year beginning October 1, 2025, and ending September 30, 2026; and scheduling September 15, 2025, public hearing on the budget, scheduling September 15, 2025, public hearing on the tax rate, and scheduling the September 15, 2025, 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.
11. Purchase of Work Truck for Public Works - VERF - Consider approval of the purchase of one 2026 Ford F-350 Super Cab service body work truck from Sames Bastrop Ford through TIPS Cooperative Contract #240901, for Public Works Utility Operations Division, VERF recommendation for a total of \$65,895.00.
12. Purchase of Crew Pickups for Parks Division - VERF - Consider approval of the purchase of one (1) 2026 Ford F250 Crew Cab Pick-Up and one (1) 2026 Ford F350 Crew Cab Pick-Up from Sames Bastrop Ford through TIPS Cooperative Contract #240901, for the Parks Division, a VERF recommendation for a total of \$105,391.00.
13. Historical Items Donation - Consider approval of the donation of two historical maps; authorizing the Town of Flower Mound to accept the items into their collection.
14. Fuel Contract - Consider approval of the purchase of unleaded and diesel fuels for Town Fleet Vehicles through an existing Inter-local Agreement with The City of Fort Worth in the estimated annual amount of \$900,000.
15. CAC water slide restoration project - Consider approval of a Community Activity Center water slide restoration project with Amusement Restoration Companies, LLC under Buy Board contract #701-23 in the amount of \$82,875.00.
16. Furst Road - ICA - Consider approval of the Interlocal Cooperation Agreement with Denton County for the construction of Furst Road, and authorize the mayor to execute the same on behalf of the Town
17. Audit Services Engagement Letter - Consider approval of the engagement letter with Forvis Mazars, LLP, to perform external auditing services for the fiscal year ending September 30, 2025 at a cost of \$70,000; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

1. Crime District FY 25-26 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, 2025, and ending on September 30, 2026.
2. Fire District FY25-26 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, 2025, and ending on September 30, 2026.
 3. MIWD Holding Company, LLC (MI Windows and Doors) Chapter 380 - Public Hearing to consider approval of a Chapter 380 Agreement with MIWD Holding Company, LLC (MI Windows and Doors) for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of 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, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

1. Capital Improvements Advisory Committee - Presentation and discussion to update the membership of the Capital Improvement Advisory Committee to comply with SB 1883 adopted by the 89th Texas Legislature.

M. WORK SESSION ITEM

1. Dangerous Dog Ordinance - Presentation and discussion regarding the Town's Dangerous Dog Ordinance.

N. 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 indicated below. 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 below-referenced items.

1. Consultation with Town Attorney.
 - a. Fire Code Update
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes, including real property located north of FM 1171 and west of US 377, 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, and Planning and Zoning Commission.

4. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

O. RECONVENE

P. ADJOURN

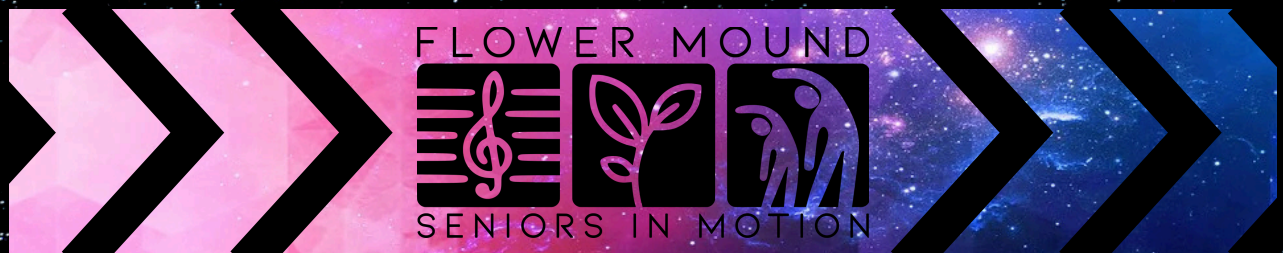
I do hereby certify that the notice of above meeting for the Town of Flower Mound was posted at Town Hall, Town of Flower Mound, Texas, and on the Town's website in compliance with Chapter 551, Texas Government Code on August 12, 2025, by 5:00 p.m.

Anne Carnes, Deputy 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](#).

THE FUTURE IS NOW.



CELEBRATING
NATIONAL SENIOR
CENTER MONTH
SEPTEMBER 2025

Town Council Strategic Planning Retreat

July 31, 2025



Denton County Southwest Courthouse
Community Room
6200 Canyon Falls Dr.
Flower Mound, TX 76226

9:00 a.m. - 4:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the Strategic Planning Retreat to order at 9:06 a.m. with the following members present:

Cheryl Moore, Mayor
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3
Janvier Werner, Councilmember Place 4

Town Staff present:

James W. Childers, Town Manager
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
John Zagurski, Chief Financial Officer
JP Walton, Strategic Services Officer
Sarah Luxton, Senior Management Analyst
Blake Manuel, Management Analyst

SGR Consultants present:

Mike Mowery, President Leadership Development
Hilary Shine, Senior Vice-President Leadership Development

B. PUBLIC COMMENT

There were no requests to speak from the public.

C. ITEM(S)

1. Discussion of the Town's Strategic Plan including goals, objectives, initiatives, and the performance and progress towards achieving the following:
 - a. Protect and Expand the Town's Tree Canopy
 - b. Increase Open Space, Parkland, and Recreational Opportunities
 - c. Adopt a Comprehensive and Strategic Economic Development Plan
 - d. Implement Innovation Traffic Solutions
 - e. Adopt a Future Facilities Strategy
 - f. Adopt a Long-Range Financial Strategy
 - g. Recruit and Retain High-Quality Staff
 - h. Maintain Operational Continuity and Resiliency
 - i. Promote Transparency and Public Engagement
 - j. Superior Quality of Life
 - k. Public Safety
 - l. Infrastructure
 - m. Financial Stability & Operational Soundness
 - n. Environmental & Country Feel
 - o. Parks & Recreation
 - p. Economic Development
 - q. Community Engagement

2. And including discussions involving:
 - a. Overview of the Strategic Plan
 - b. Legislative Priorities
 - c. I-OPT Assessment
 - d. Principles of Effective Board Governance
 - e. Strategic Visioning
 - f. Solid/Green Waste
 - g. Stormwater Fee Study
 - h. FY 25-26 Budget

D. ADJOURN

Administrative Note: Day one of the Strategic Planning Retreat included discussion of the above-posted items.

Mayor Moore adjourned the meeting at 3:51 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY

Town Council Strategic Planning Retreat

August 2, 2025



Denton County Southwest Courthouse
Community Room
6200 Canyon Falls Dr.
Flower Mound, TX 76226

8:00 a.m. - 12:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the Strategic Planning Retreat to order at 8:01 a.m. with the following members present:

Cheryl Moore, Mayor
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3
Janvier Werner, Councilmember Place 4

Town Staff present:

James W. Childers, Town Manager
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
John Zagurski, Chief Financial Officer
JP Walton, Strategic Services Officer
Sarah Luxton, Senior Management Analyst
Blake Manuel, Management Analyst

SGR Consultants present:

Mike Mowery, President Leadership Development
Hilary Shine, Senior Vice-President Leadership Development

B. PUBLIC COMMENT

There were no requests to speak from the public.

C. ITEM(S)

1. Discussion of the Town's Strategic Plan including objectives, action items, targets, and performance for the goals of:
 - a. Protect and Expand the Town's Tree Canopy
 - b. Increase Open Space, Parkland, and Recreational Opportunities
 - c. Adopt a Comprehensive and Strategic Economic Development Plan
 - d. Implement Innovation Traffic Solutions
 - e. Adopt a Future Facilities Strategy
 - f. Adopt a Long-Range Financial Strategy
 - g. Recruit and Retain High-Quality Staff
 - h. Maintain Operational Continuity and Resiliency
 - i. Promote Transparency and Public Engagement
 - j. Public Safety
 - k. Superior Quality of Life
 - l. Infrastructure
 - m. Financial Stability & Operational Soundness
 - n. Environmental & Country Feel
 - o. Parks & Recreation
 - p. Economic Development
 - q. Community Engagement

2. And including discussions involving:
 - a. Overview of the Strategic Plan
 - b. Legislative Priorities
 - c. I-OPT Assessment
 - d. Principles of Effective Board Governance
 - e. Strategic Visioning
 - f. Solid/Green Waste
 - g. Stormwater Fee Study
 - h. FY 25-26 Budget

D. ADJOURN

Administrative Note: Based on Council input during the Strategic Planning Retreat, an update to the Town's Strategic Plan will be presented for Council adoption at a future meeting.

Mayor Moore adjourned the meeting at 11:44 a.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY

**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 4, 2025

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

Cheryl Moore, Mayor
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3
Janvier Werner, Councilmember Place 4

Town Staff present:

James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
JP Walton, Strategic Services Officer

B. INVOCATION

Chaplain Jerry Speight gave the invocation.

C. PLEDGES

Mayor Moore led the Pledge of Allegiance to the United States and Texas flags.

D. PUBLIC COMMENT

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

	Speaker name and address	Subject (as written on the form)
1.	Fred Vincent, 3933 Bordeaux Circle	Environment
2.	Randi Rivera, 4400 State Highway 121, Lewisville, Texas, 75056	Eden Ranch
3.	Mike Boswell, 2665 Virginia Parkway	Public Comment

** Indicates person did not wish to speak*

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members
There were announcements from the Mayor or Council members regarding:

Mayor Pro Tem Martin:

Friends of the Library Book Sale Event August 8-10

Mayor Moore:

Boards and Commissions Open House success and appreciation

Accepting Boards and Commissions applications online

Boards and Commissions interviews in September

School traffic beginning soon

F. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects

Town Manager James W. Childers introduced the item and invited Melody Eby, Economic Development Management, to provide an update on the following:

Business Workshop, AI in the workplace, Wednesday, August 6, 2025, 9:00 a.m. to 11:00 a.m.

2025 Retail and Restaurant survey is open through August 31, 2025.

3. Organizational Updates

4. Dark Sky Streetlight Pilot

Mr. Childers introduced the item and invited Lexin Murphy, Director of Planning and Development, to present the item.

The Town has an opportunity for a pilot program for a proposed street light project. The goal is to convert a small number of existing street lights to Darksy friendly lights and compare with other lighting in the Town. This will assist in determining whether to pursue further conversion of Darksy lighting in the Town.

Town Council and staff discussed: location of project; notifying residents; product cost differences; survey and costs related to Town lighting inventory and utility providers; potential project costs; project implementation; project timing; attrition opportunities; and future funding.

5. Wastewater Treatment Plant Presentation

Mr. Childers provided background information on the Wastewater Treatment Plant and invited Manny Palacios, Assistant Director of Public Works/Operations, to present the item.

Wastewater Treatment Plant (WWTP) Operational Status; operational/staffing challenges; asset management study ensuring compliance with regulations; security & supervisory control and data acquisition; and upcoming CIP projects.

Town Council and staff discussed domestic screen replacement options; receiving WWTP of the year award; and replace/refurbish/rebuild to ensure cost-effectiveness.

G. 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).

Mayor and/or Council member(s) requested the following future agenda items:

- DENCO 911 update to Town Council
- Cell coverage in West Flower Mound

H. COORDINATION OF CALENDARS

Mayor Moore confirmed that all Council members plan to be at the following meetings, with Council member Drew to be remote at the August 18 and August 21 meetings.

1. August 18 - Regular Meeting

2. August 21 - Work Session (Budget)

I. **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: Council member Brian Taylor moved to approve I.1 - I.8. as presented. Council member Chris Drew seconded the motion.
AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

1. Minutes - 7/21 - Consider approval of the minutes from a Town Council regular meeting held on July 21, 2025.
2. 2024-2025 Computer Replacements - Consider approval of purchase for annual computer replacements from CDWG through Sourcewell cooperative contract # 121923 in the amount of \$204,460.
3. IT Service Management Tool Annual Agreement - Consider the approval of the annual agreement with Freshworks Inc. to renew the use of the IT Service Management Tool for \$15,703.92.
4. Community Development Block Grant program - Consider approval of a resolution authorizing the adoption of the 2025-2029 Consolidated Plan, 2025 Action Plan, and 2025-2029 Citizen Participation Plan for the Community Development Block Grant program and authorizing the Mayor to execute said plans on behalf of the Town and submit the plans to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. 18-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2025-2029 CONSOLIDATED PLAN, PROGRAM YEAR 2025 ACTION PLAN, AND 2025-2029 CITIZEN PARTICIPATION PLAN; AUTHORIZING THE MAYOR TO TAKE NECESSARY ACTION; AND PROVIDING AN EFFECTIVE DATE.

5. Set Public Hearing for 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 18, 2025, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September

- 15, 2025, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
6. Set Public Hearing for Fire District - 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 18, 2025, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 15, 2025, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
 7. Dump Truck Purchase - Consider approval of the purchase of one 2025 Ford F-550 Regular Cab Dump Truck from Sames Bastrop Ford through TIPS Cooperative Contract #240901, for Public Works Drainage Division, VERF recommendation, for a total of \$83,177.00.
 8. River Walk PID No. 1 - Consider approval of an ordinance adopting the 2025-2026 annual update to the River Walk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.

ORDINANCE NO. 23-25

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 CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

J. REGULAR ITEM(S)

1. ZPD25-0004 - Churchill Crossing PD Amendment - Public Hearing to consider an ordinance for rezoning (ZPD25-0004 – Churchill Crossing PD Amendment) to amend Planned Development No. 28 (PD-28) with Retail District-2 uses to modify development standards related to the building design guidelines. The property is generally located at the southwest corner of Long Prairie Road and Churchill Drive. (PZ recommended approval by a vote of 6 to 0 at its July 28, 2025, meeting.)
Lexin Murphy, Director of Development Services, gave a presentation identifying or noting:
Detailed location; current land use and zoning; photos of zoning map and site; proposed amendment; example elevations; and site renderings.

Applicant Brandon Alford, 402 Old Justin Road, Argyle, Texas, gave a presentation identifying or noting:

Painting integrity and looking forward to being in Flower Mound.

Town Council, applicant and staff discussed painted brick and new techniques; building materials; and colors of nearby development;

Mayor Moore opened the public hearing, there being no request to speak, Mayor Moore closed the public hearing.

ACTION: Mayor Pro Tem Ann Martin moved to approve J.1. as presented. Council member Janvier Werner seconded the motion.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

ORDINANCE NO. 24-25

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT NO. 28 (PD-28), AS ESTABLISHED AND LATER AMENDED BY ORDINANCE NOS. 47-85, 31-87, 43-93, 14-96, 16-96, 14-98, 23-98, AND 20-08, ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 1.5102 ACRES OF LAND AND BEING ALL OF LOT 1, BLOCK A OF THE REGIONS BANK ADDITION BY AMENDING PARAGRAPH C, "BUILDING MATERIALS," OF THE SECTION TITLED "DESIGN GUIDELINES – FLOWER MOUND TOWN CENTER" OF EXHIBIT "B," "DEVELOPMENT STANDARDS FOR NON RESIDENTIAL AREA – FLOWER MOUND TOWN CENTER," OF ORDINANCE NO. 43-93 IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

2. Tax Notes, Series 2024 Redemption - Consider all matters incident and related to the redemption of certain outstanding "Town of Flower Mound, Texas, Tax Notes, Series 2024" in the approximate amount of \$510,736.25, including the adoption of a resolution pertaining thereto.

Zagurski, Director of Finance, gave a presentation identifying or noting: Review of Tax Notes and debt issue; money savings for paying off one year early; cause for paying off early related to restraints on operating costs; interest savings;

Town Council and staff discussed legislation and increased capacity for GO issuance.

ACTION:	Deputy Mayor Pro Tem Adam Schiestel moved to approve J.2. as presented. Council member Chris Drew seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

K. WORK SESSION ITEM

1. Discussion of Stormwater Fee Study.

James W. Childers, Town Manager, gave an overview and structure options of the program.

John Zagurski, Director of Finance, gave a presentation identifying or noting: Drainage utility fee comparison and schedule of options related to revenues; non-residential monthly bill impacts (small, medium, large, superstores) and comparison to other cities; fee options

Mr. Childers stated Option 4 maximizes revenues and allows for funding for the potential of a future drainage crew; this is a policy change for the Town, yearly review of the program.

Town Council and staff discussed funding differences between all options; ERU calculations; mindfulness of possible future fee increases; approach to increasing fund balance; service levels; and other cities addressing same concerns.

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, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

1. Animal Services duties - Discuss and consider modifying the Animal Services Board's purpose, membership qualifications, and duties and responsibilities (The Animal Services Board approved the recommendations by a vote of 6 to 0 at its June 18, 2025, meeting).

Animal Services Board members Beth Soderberg and Kelly Furnas identifying or noting:

Background; charge to subcommittee; recommendation #1 - create a purpose;

recommendation #2 - organization structure change for members; and
recommendation #3 - additional duty/responsibility.

Town Council and board members discussed visibility; awareness; advocacy; staff input on subcommittee; value of board members; increasing interest; purpose; statutory requirements for board; follow-up with progress; meeting frequency; history of previous statutory requirements; and new member onboarding.

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 indicated below. 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 below-referenced items.

Mayor Moore announced that the Town Council is convening into a closed meeting at 7:35 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. Consultation with Town Attorney.
 - a. Legal advice regarding Interim Holding and Water Recreation parcels in Town
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes, including real property located north of FM 1171 and west of US 377, 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, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

N. RECONVENE

The Town Council reconvened into the open meeting at 8:29 p.m.; There was no action taken as a result of the closed meeting.

O. ADJOURN

Mayor Moore adjourned the meeting at 8:29 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



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

DATE: August 18, 2025
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 \$81,164.13, 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 (Denton County) at a cost to the Eligible Riders of \$3.00 per one-way ride for the limited purposes of medical treatments, doctor's and dentist's appointments, shopping for necessities, personal grooming, travel to and from places of employment, to support programs for persons with special needs, administrative, special purpose with Town approval, and participation in the Town's Seniors In Motion senior citizen program.

Town representatives met with the SPAN representatives in May and June to discuss the upcoming contract renewal period and the §5310 (Enhanced Mobility for Seniors and People with Disabilities) grant funding. Staff discussed various items, including trip purposes, grants, rates, cost to riders, and surveys. SPAN indicated that the one-way rate would remain the same so the only new change for this upcoming year is to modify the haircut trip purpose to now be called personal grooming.

The one-way rate breakdown for FY25 is listed below and remains unchanged.

Breakdown of the one-way trip rate:

Overall Rate: \$30.09 per one-way trip

Less Maintenance Expense Rate: (\$5.13) per one-way trip

Less Passenger Fares: (\$3.00) per one-way trip

Operations Rate charged to the Town: \$21.96 per one-way trip

Ridership continues to steadily increase over the last couple of years and is now averaging 280 one-way trips per month this fiscal year. Through June 2025, SPAN has provided 2,519 one-way rides to over 67 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 3,360 trips. Utilizing the rate of \$21.96 (Town's portion), the annual cost would equal \$73,785.60, which is less than the \$81,164.16 not-to-exceed amount. Along with our §5310 grant funds starting back up next fiscal year, there will be sufficient funds to accommodate increased ridership.

BOARD REVIEW/CITIZEN FEEDBACK: SPAN annually surveys their ridership and many respondents indicated they were satisfied with the service, but pointed to limiting trip denials as a way to improve.

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: \$81,164.16

Proposed Expenditure/(Revenue)

\$40,191.16

\$40,973.00

Account Number(s):

100-630-34300-5110

361-725-97820-5110

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. FY 2026 Flower Mound Contract with Exhibits
2. FY24 Audit Report
3. SPAN Budget Report

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

STATE OF TEXAS §
COUNTY OF DENTON §

SERVICE AGREEMENT FOR DEMAND RESPONSE TRANSIT SERVICE

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between 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, 2025 ("Effective Date") and continue until September 30, 2026.

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. (Denton County)

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, personal grooming, travel to and from places of employment, to support programs for persons with special needs, Administrative, Special Purpose (with Town approval as outlined in 2.04), and participation in the TOWN'S Seniors In Motion senior citizen program.

2.04. Situations may arise when Riders call and request service that is not identified as a part of the limited purposes. SPAN may make a request to the Town appointed representative to accommodate the Rider by temporarily transporting for the requested trip purpose. The limited purposes may be more permanently amended at the request of either Party if both Parties mutually agree to such amendment in writing.

2.05. 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").

2.06. Riders may call at least two (2) days 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.

2.07. Demand response transit service is available between the hours of 6:00 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.

3.07. SPAN will administer a user survey to all riders in the TOWN to solicit feedback on SPAN services at least one time per contract year. The survey results shall be compiled and shared with the TOWN and used by SPAN to ensure services are adequate for riders.

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. Such fee ("Fee") shall not to exceed Eighty-One Thousand One Hundred and Sixty-Four Dollars and Sixteen Cents (\$81,164.16) for up to Three Thousand Six Hundred and Ninety-Six (3,696) one-way trips. Fee shall be invoiced monthly, at a price per one-way trip of Twenty-One Dollars and Ninety-Six Cents (\$21.96). 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 Three Hundred and Eight (308) one-way trips per month. If fewer than Three Hundred and Eight (308) 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 One Dollars and Ninety Six Cents (\$21.96) 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.

EXECUTED this _____ day of _____, 2025

FLOWER MOUND, TEXAS

By: _____
Cheryl Moore, Mayor

EXECUTED this _____ day of _____, 2025

SPAN, INC

By: _____
Michelle McMahon, Executive Director



SPAN, INC. TRANSPORTATION POLICY AND PROCEDURES

FLOWER MOUND

Adopted by Span, Inc.'s Board of Directors September 2024

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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 throughout the Span Demand Response Service Area (Denton County)** [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.

ePass - Span has simplified the fare payment process by offering automated fare deductions. No ParaPass card is needed. Simply board the bus and your fare is automatically deducted from your account. Funds are applied to a passenger's account by contacting 940-382-2224 between 9 am and 5 pm Monday - Friday. Callers may leave a message, if necessary, and will be called back by a staff member, or in person between the hours of 9:00 AM and 4:30 PM, Monday through Friday, at 1800 Malone Street, Denton, TX 76201 depending on staff availability.

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 underestimate 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 two days before the trip by 2 pm. By accepting trip requests up to two days in advance of service, the amount of service that can be provided increases due to our scheduling process requirements. **Please Be Advised: If you do not receive a call/text between 5:00 pm and 5:30 pm from our automated service, Span was not able to accommodate your requested trip and you do not have a scheduled ride for the next day.**
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 should receive a call/text from our automated service the evening prior to your scheduled ride, between 5:00 PM and 5:30 PM, informing you of your pick-up time. In addition, you should receive an "On the Way" notification via phone or text on the day

of your scheduled trip, approximately 20 minutes before the scheduled pick up/arrival time. **Please Be Advised: If you do not receive a call/text between 5:00 pm and 5:30 pm from our automated service, Span was not able to accommodate your requested trip and you do not have a scheduled ride for the next day.**

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 an ePass, or 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.

ePass

Span's electronic fare payment system also offers the convenient choice of ePass. Funds are added to a passenger's account and a rider may select an automated fare deduction called ePass. Funds are applied to a passenger's account by phoning 940-382-2224 with a valid credit or debit 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.

Fund Balances / Inactive Riders:

In the event that a rider becomes inactive (due to relocation out of the service area, being removed from ridership because of policy violation, worsening health, the cessation of life, or other situation), remaining ParaPass funds are subject to the following guidelines.

1. Funds will be handled according to the option selected by the rider on their latest application:
 - A. A refund will be paid to the rider or a donation of funds made to Span, Inc.
 - B. Riders are responsible for initiating the refund process within 60 days of inactivity or all funds will be processed as a donation to Span, Inc.
 - C. For deceased riders:
 - a. Rider representatives are required to notify Span, Inc. within 60 days of the rider's passing.
 - b. Funds will be handled according to the option selected by the rider on their latest application:
 - i. Release of funds to a selected beneficiary: Requires proof of Power of Attorney, Estate Executorship, or other legal document establishing the beneficiary's identity and legal status.
 - ii. Donation of remaining funds to Span, Inc.
 - iii. Either option will be completed within 30 days of the requirements being met for that situation.

Any situation not specifically addressed above shall be resolved by Span administrative staff on a case-by-case basis.

Standard business phone hours for all fare payment questions are 9 am – 5 pm. You may leave a voicemail if no one is available to answer your call.

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, 2025 through September 30, 2026, 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 Forty Thousand Nine Hundred Seventy-Three Dollars (\$40,973.00). Costs exceeding Forty Thousand Nine Hundred Seventy-Three Dollars (\$40,973.00) 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, INCORPORATED

ANNUAL FINANCIAL REPORT

YEAR ENDED SEPTEMBER 30, 2024

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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, 2024, and the related statements of activities, cash flows, and functional expenses 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, 2024, 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about SPAN, Incorporated's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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 February 5, 2025, 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

February 5, 2025

FINANCIAL SECTION

SPAN, INCORPORATED

STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2024

ASSETS

Current Assets:

Cash and cash equivalents	\$ 953,353	
Accounts receivable	681,197	
Accrued interest receivable	9,313	
Prepaid expenses	<u>32,257</u>	
Total Current Assets		\$ 1,676,120

Property and equipment:

Land	181,100	
Building	624,730	
Transportation equipment	3,466,820	
Office/Shop furniture and equipment	<u>241,767</u>	
	4,514,417	
Less accumulated depreciation	<u>(2,541,118)</u>	
Net Property and Equipment		<u>1,973,299</u>

Total Assets		<u><u>\$ 3,649,419</u></u>
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LIABILITIES AND NET ASSETS

Current Liabilities:

Accounts payable	\$ 95,026	
Deferred Income	<u>62,013</u>	
Total Current Liabilities		\$ 157,039

Net Assets:

Without donor restriction	3,492,380	
With donor restriction	<u>-</u>	
Total Net Assets		<u>3,492,380</u>

Total Liabilities and Net Assets		<u><u>\$ 3,649,419</u></u>
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The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATED**STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2024**

	Without Donor Restriction	With Donor Restriction	Total
Support and Revenue:			
Support			
Contributions	\$ 244,588	\$ 5,639	\$ 250,227
Support from local governments	370,461		370,461
United Way	22,818		22,818
Total Support	<u>637,867</u>	<u>5,639</u>	<u>643,506</u>
Revenue:			
Transportation grants	3,477,459		3,477,459
Transportation contracts	1,296		1,296
Aging grants	1,051,014		1,051,014
Aging contracts	140,475		140,475
Transportation program income	154,845		154,845
Meals program income	23,427		23,427
Miscellaneous	1,399		1,399
Fundraising	33,138		33,138
Gain on disposition of assets	35,200		35,200
Interest income	24,652		24,652
Total Revenue	<u>4,942,905</u>	<u>-</u>	<u>4,942,905</u>
Net assets released from restrictions:			
Satisfaction of usage restrictions	13,602	(13,602)	-
Total Support and Revenue	<u>5,594,374</u>	<u>(7,963)</u>	<u>5,586,411</u>
Expenses:			
Functional Expenses:			
Transportation program	3,124,521		3,124,521
Senior citizen meals and other services	1,510,383		1,510,383
Management and general	556,134		556,134
Fundraising	91,867		91,867
Total Expenses	<u>5,282,905</u>	<u>-</u>	<u>5,282,905</u>
Change in net assets	<u>311,469</u>	<u>(7,963)</u>	<u>303,506</u>
Net Assets, Beginning of Year	<u>3,180,911</u>	<u>7,963</u>	<u>3,188,874</u>
Net Assets, End of Year	<u>\$ 3,492,380</u>	<u>\$ -</u>	<u>\$ 3,492,380</u>

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

SPAN, INCORPORATED

STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2024

Cash Flows From Operating Activities:

Change in net assets	\$ 303,506	
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	438,313	
Decrease in accounts receivable	216,994	
Decrease in accrued interest receivable	737	
Decrease in prepaid expenses	21,442	
Increase in accounts payable	12,862	
Increase in deferred income	43,124	
Noncash grant - buses	(1,065,852)	
Gain on disposition of assets	<u>(35,200)</u>	
Net Cash Used By Operating Activities		\$ (64,074)

Cash Flows From Investing Activities:

Proceeds from sale of assets	<u>35,200</u>	
Net Cash Provided by Investing Activities		<u>35,200</u>

Net decrease in cash and cash equivalents	(28,874)
Cash and cash equivalents - September 30, 2022	<u>982,227</u>
Cash and cash equivalents - September 30, 2023	<u><u>\$ 953,353</u></u>

Supplemental disclosure:

Interest paid during the year	\$ -
Income taxes paid during the year	\$ -
Noncash grant - buses transferred to SPAN by grantor	\$ 1,065,852

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

SPAN, INCORPORATEDSTATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED SEPTEMBER 30, 2024

	Transportation	Senior Citizen Meal and Other Services	Management and General	Fundraising	Total
Salaries and Wages	1,599,528	360,633	441,403	49,011	2,450,575
Payroll taxes	122,012	27,538	33,649	3,739	186,938
Workers compensation ins.	58,731	23,691	18,545	2,061	103,028
Health insurance	114,462	42,065	35,219	3,913	195,659
Retirement	13,485	5,486	4,268	474	23,713
Travel	768	6,284	-	-	7,052
Occupancy	22,472	9,903	2,100	526	35,001
Insurance	75,695	4,455	1,834	344	82,328
Telephone	6,706	2,806	841	158	10,511
Office expense	10,102	6,834	1,925	385	19,246
Conferences and meetings	8,423	2,050	926	174	11,573
Advertising	29,519	18,861	-	-	48,380
Professional fees	47,365	20,414	3,586	359	71,724
Computer & equipment expenses	71,807	21,449	8,244	1,546	103,046
Fundraising expenses	-	-	-	28,838	28,838
Fuel and oil	282,325	-	-	-	282,325
Licensing	7,198	-	-	-	7,198
Vehicle repairs & maintenance	164,495	-	-	-	164,495
Tolls	17,723	-	-	-	17,723
Health & background screenings	21,445	-	-	-	21,445
Uniforms	3,287	-	-	-	3,287
Miscellaneous	15,790	4,720	1,811	339	22,660
Cost of meals	-	927,826	-	-	927,826
Supplies and fees	-	20,021	-	-	20,021
Total expenses before deprec.	2,693,338	1,505,036	554,351	91,867	4,844,592
Depreciation of property & equip	431,183	5,347	1,783	-	438,313
Total expenses	3,124,521	1,510,383	556,134	91,867	5,282,905

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

SPAN, INCORPORATED

NOTES TO THE FINANCIAL STATEMENTS SEPTEMBER 30, 2024

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 eleven 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, 2024

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 \$5,000.

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, 2024

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, Bank of the West, and DATCU Credit Union exceeded Federally insured limits at certain times during the year. At September 30, 2024, cash balances at Wells Fargo Bank were \$423,864, Bank of the West were \$265,746, and DATCU Credit Union were \$259,825.

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 \$1,205,666 from TXDOT and \$2,226,482 from NCTCOG during the year ended September 30, 2024.

SPAN also received \$1,074,852 in aging and transportation grants from the Area Agency on Aging during the year ended September 30, 2024.

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, 2024, SPAN contributed \$23,713 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, 2024

NOTE 5 – SUBSEQUENT EVENTS

Management has reviewed events subsequent to September 30, 2024 through February 5, 2025, 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	\$	953,353
Accounts receivable		681,197
Accrued interest receivable		<u>9,313</u>
		<u>1,643,863</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, 2024, 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 February 5, 2025.

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

February 5, 2025

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, 2024. 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, 2024.

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

February 5, 2025

SPAN, INCORPORATED

SCHEDULE OF FINDINGS AND QUESTIONED COSTS YEAR ENDED SEPTEMBER 30, 2024

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:	
Transportation Cluster:	
Federal Transit – Formula Grants (Urbanized Area Formula Program)	FALN 20.507
Buses & Bus Facilities Formula	FALN 20.526
Dollar threshold used for distinguishing between Type A and Type B federal programs?	\$750,000
Auditee qualified as low-risk auditee?	Yes

II. Financial Statement Findings

None

III. Federal Awards Findings and Questioned Costs

None

SPAN, INCORPORATED

**SCHEDULE OF STATUS OF PRIOR FINDINGS
YEAR ENDED SEPTEMBER 30, 2024**

PROGRAM

DESCRIPTION

No findings were noted in the prior year.

SPAN, INCORPORATED

**CORRECTIVE ACTION PLAN
YEAR ENDED SEPTEMBER 30, 2024**

PROGRAM

DESCRIPTION

None required.

SPAN, INCORPORATED

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2024

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	\$ 31,876
Title III, Part C – Nutrition Services *	93.045	088995790	1,026,970
Participant Assessment	93.045	088995790	<u>16,006</u>
Subtotal – Aging Cluster			<u>1,074,852</u>
Total U.S. Department of Health and Human Services			<u>1,074,852</u>
<u>U.S. Department of Transportation</u>			
Pass-through Texas Department of Transportation:			
Public Transportation for Nonurbanized Areas	20.509	RPT-2301(26)051-22	150,627
	20.509	RPT-2402(18)108-23	524,868
	20.509	RPT-2502(18)076-25	45,913
	20.509	DIS-2301(18)014-23	<u>36,238</u>
Total FALN 20.509			<u>757,646</u>
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	ED-2401(18)049-22	<u>35,000</u>
Total FALN 20.513			<u>35,000</u>
Subtotal			<u>792,646</u>

SPAN, INCORPORATED

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2024

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) **			
Discretionary	20.507	TX-2017-058-00	724,014
Cares Act	20.507	TX-2020-087-00	<u>260,027</u>
Total FALN 20.507			<u>984,041</u>
Enhanced Mobility of Seniors And Individuals with Disabilities	20.513	TX-2020-080-00	<u>176,588</u>
Total FALN 20.513			<u>176,588</u>
Buses & Bus Facilities Formula**	20.526	TRN6743	<u>1,065,853</u>
Subtotal			<u>2,226,482</u>
Total U.S. Department of Transportation			<u>3,019,128</u>
Total Expenditures of Federal Awards			<u>\$ 4,093,980</u>

* Clustered Programs – Aging Cluster

** Clustered Programs – Federal Transit Cluster

SPAN, INCORPORATED

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS YEAR ENDED SEPTEMBER 30, 2024

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, 2024. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance. Because the schedule presents only a selected portion of the operations of SPAN, it is not intended to and does not present the financial position, changes in net assets or cash flows of SPAN.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

SPAN accounts for all awards under federal programs using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. This basis of accounting recognizes revenue in the accounting period in which they are earned, and expenses in the accounting period in which the liability is incurred. Expenses are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenses are not allowable.

SPAN

May 2025 Budget Report

	<i>May Actual</i>	<i>YTD Actual</i>	<i>Annual Budget</i>	<i>YTD/Annual Variance (\$)</i>	<i>YTD/Annual Variance (%)</i>
Revenue					67%
5005 CITY CONTRIBUTIONS		\$56,638.00	\$39,803.00	\$16,835.00	142%
5010 CITY OF DENTON CDBG	2,125.00	17,000.00	25,500.00	(8,500.00)	67%
5020 LEWISVILLE CDBG	2,000.00	16,000.00	20,000.00	(4,000.00)	80%
5023 COPPELL CONTRACT	2,986.56	26,000.64	39,528.00	(13,527.36)	66%
5025 CORINTH CONTRACT	2,305.80	17,554.20	10,500.00	7,054.20	167%
5035 HICKORY CREEK CONTRACT	768.60	8,059.32	14,493.00	(6,433.68)	56%
5050 THE COLONY CONTRACT	9,486.72	97,556.08	133,798.00	(36,241.92)	73%
5053 LITTLE ELM CONTRACT	8,081.28	56,964.24	100,576.00	(43,611.76)	57%
5055 LAKE DALLAS CONTRACT	1,098.00	20,758.84	15,811.00	4,947.84	131%
5085 FLOWER MOUND CONTRACT	6,631.92	49,827.24	93,373.00	(43,545.76)	53%
5070 DENTON COUNTY CONTRACT	8,228.50	65,828.00	98,742.00	(32,914.00)	67%
5090 UNITED WAY	2,753.59	20,612.41	30,000.00	(9,387.59)	69%
5170 INTEREST INCOME	0.01	11,833.94	5,000.00	6,833.94	237%
5172 VEHICLE INSURANCE PROCEEDS		11,938.60		11,938.60	
5175 FUNDRAISER EVENT	21,524.13	27,899.13	60,000.00	(32,100.87)	46%
5178 FUND DEVELOPMENT	1,274.17	99,685.78	166,000.00	(66,314.22)	60%
5180 MISCELLANEOUS	10.05	32,641.68	1,500.00	31,141.68	2176%
5181 SR. PAWS	625.00	13,251.88	20,000.00	(6,748.12)	66%
5190 GENERAL DONATIONS	2,590.99	51,752.64	40,000.00	11,752.64	129%
5320 5339 RURAL REVENUE (TXDOT)	1,364.00	19,518.00		19,518.00	
5330 5310 URBAN REVENUE (NCTCOG)	118,292.30	230,463.98	240,000.00	(9,536.02)	96%
5335 5310 RURAL REVENUE (TXDOT)	27,184.00	98,620.00	100,000.00	(1,380.00)	99%
5340 5311 RURAL REVENUE (TXDOT)	29,866.00	315,485.00	697,521.00	(382,036.00)	45%
5345 STATE-R RURAL REVENUE (TXDOT)	32,884.00	219,774.00	359,177.00	(139,403.00)	61%
5347 RTAP TRAINING		598.00		598.00	
5360 TITLE IIIB - TRANSPORTATION	1,478.88	12,854.88	33,426.00	(20,571.12)	38%
5361 5307 URBAN REVENUE (NCTCOG)	40,027.59	586,293.32	747,703.00	(161,409.68)	78%
5370 FARE REVENUE	10,093.95	81,924.18	100,000.00	(18,075.82)	82%
5410 TITLE IIIC1- CONGREGATE MEALS	22,834.18	174,211.30	334,238.00	(160,026.70)	52%
5440 MEAL DONATIONS -TITLE C1	440.75	1,661.21	5,376.00	(3,714.79)	31%
5450 TITLE III-C2 HOME DELIVERY	33,779.34	318,529.68	573,228.00	(254,698.32)	56%
5470 USDA ALLOWANCE - HOME DEL.		4,369.29	10,000.00	(5,630.71)	44%
5480 MEAL DONATIONS -TITLE C2	1,003.00	7,498.25	16,197.00	(8,698.75)	46%
5490 PURCHASED MEALS	160.00	3,896.00		3,896.00	
5520 DADS CBA/CCAD HD MEALS	14,367.04	97,442.64	150,000.00	(52,557.36)	65%
Total Revenue	406,265.35	2,874,942.35	4,281,490.00	1,406,547.65	67%

SPAN

May 2025 Budget Report

	<i>May 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	22.00	2,529.97	3,724.00	1,194.03	68%
6010 MILEAGE	140.10	4,394.58	7,060.00	2,665.42	62%
6015 JANITORIAL SERVICES	500.00	4,875.00	6,500.00	1,625.00	75%
6020 TELEPHONE - GENERAL	910.16	7,230.47	9,451.00	2,220.53	77%
6025 UTILITIES	990.47	9,682.92	14,147.00	4,464.08	68%
6030 BUILDING MAINTENANCE	1,176.50	11,510.33	30,591.00	19,080.67	38%
6035 GROUNDS MAINTENANCE	387.50	3,963.54	6,025.00	2,061.46	66%
6040 FEES & PERMITS	3,074.10	3,434.39	2,487.00	(947.39)	138%
6045 LIABILITY INSURANCE	349.42	24,946.36	21,353.00	(3,593.36)	117%
6050 MEETINGS/CONFERENCES	519.89	2,474.80	9,152.00	6,677.20	27%
6052 TRAINING		1,852.11	9,793.00	7,940.89	19%
6055 POSTAGE	177.40	1,433.94	2,242.00	808.06	64%
6060 OFFICE SUPPLIES	534.15	5,301.07	11,776.00	6,474.93	45%
6065 OFFICE EQUIPMENT		22.99	5,163.00	5,140.01	0%
6070 PRINTING		307.50	3,033.00	2,725.50	10%
6080 IT SUPPORT	4,973.50	32,834.25	48,012.00	15,177.75	68%
6085 ADVERTISING & PROMOTION	6,200.00	33,359.78	49,118.00	15,758.22	68%
6090 PROFESSIONAL SERVICES	1,268.01	60,080.06	149,800.00	89,719.94	40%
6095 EQUIPMENT LEASING	193.91	6,283.82	8,409.00	2,125.18	75%
6105 COMPUTER EQUIPMENT		14,864.47	7,391.00	(7,473.47)	201%
6110 COMPUTER SOFTWARE	877.00	9,821.17	46,548.00	36,726.83	21%
6115 BANK SERVICE FEES	678.52	6,206.85	7,607.00	1,400.15	82%
6150 GROUP MEDICAL	8,793.79	108,429.43	139,543.00	31,113.57	78%
6155 EMPLOYER SHARE OF RETIREMENT	4,956.86	29,398.62	23,714.00	(5,684.62)	124%
6190 FUNDRAISER EXPENSE	14,776.34	26,218.33	21,001.00	(5,217.33)	125%
6192 FUND DEVELOPMENT		888.86	3,183.00	2,294.14	28%
6194 EMPLOYEE APPRECIATION	39.88	92.46		(92.46)	
6195 MISC. (OTHER)	2,133.02	7,419.89	33,792.00	26,372.11	22%
Total General Expense	53,672.52	419,857.96	680,615.00	260,757.04	62%

SPAN

May 2025 Budget Report

	<i>May Actual</i>	<i>YTD Actual</i>	<i>Annual Budget</i>	<i>YTD/Annual Variance (\$)</i>	<i>YTD/Annual Variance (%)</i>
Program Expenses					
6405 UNIFORMS	229.86	1,564.19	4,685.00	3,120.81	33%
6410 FUEL & LUBRICANTS	17,141.77	137,250.51	199,241.00	61,990.49	69%
6415 PARTS	1,701.88	13,852.95	46,055.00	32,202.05	30%
6420 TIRES		11,923.15	26,957.00	15,033.85	44%
6425 OFF SITE REPAIRS	7,971.73	77,201.43	123,116.00	45,914.57	63%
6430 TOLLS	1,620.00	9,345.00	17,346.00	8,001.00	54%
6435 PHYSICALS / BACKGROUND SEARCHES	189.26	6,863.36	24,903.00	18,039.64	28%
6440 LICENSING	59.00	4,006.54	7,164.00	3,157.46	56%
6445 INSURANCE - VEHICLE	6,945.66	54,668.36	83,348.00	28,679.64	66%
6450 TABLETS - PTT	346.78	2,771.64	6,369.00	3,597.36	44%
6475 INSURANCE CLAIMS EXPENSE NON-BUDGET			5,000.00	5,000.00	0%
6510 CATERED AND PURCHASED MEALS	54,473.93	453,903.48	672,060.00	218,156.52	68%
6515 ENSURE MEALS - MOODY FOUNDATION		3,432.56		(3,432.56)	
6545 FUEL-OIL-PARTS - MOW	168.92	1,250.64	2,871.00	1,620.36	44%
6550 SR. PAWS	564.95	3,707.77	5,000.00	1,292.23	74%
Total Program Expenses	91,413.74	781,741.58	1,224,115.00	442,373.42	64%
Payroll Expense					
8000 GENERAL ADMINISTRATION	74,770.39	519,923.66	725,361.00	205,437.34	72%
8001 GENERAL ADMIN TAXES	5,542.52	38,999.27	56,300.00	17,300.73	69%
8200 TRANSPORTATION ADMIN	38,943.51	239,385.00	362,663.00	123,278.00	66%
8201 TRANSPORTATION TAXES	2,923.00	18,800.62	28,464.00	9,663.38	66%
8210 DRIVERS	85,662.18	536,446.91	625,585.00	89,138.09	86%
8211 DRIVER TAXES	6,718.10	42,460.19	50,017.00	7,556.81	85%
8230 MECHANICS	11,211.28	76,356.90	141,371.00	65,014.10	54%
8231 MECHANICS TAXES	831.15	5,937.54	11,085.00	5,147.46	54%
8400 SENIOR SERVICES ADMINISTRATION	7,501.98	41,355.98	62,462.00	21,106.02	66%
8401 SENIOR SERVICES TAXES	446.71	2,630.11	4,936.00	2,305.89	53%
8430 SR CTR MGRS	17,690.75	114,142.86	184,365.00	70,222.14	62%
8431 SR CENTER TAXES	1,532.51	9,492.15	15,606.00	6,113.85	61%
6125 WORKERS COMP INSURANCE	7,728.00	72,125.00	108,545.00	36,420.00	66%
Total Payroll Expense	261,502.08	1,718,056.19	2,376,760.00	658,703.81	72%
Total Expenses	406,588.34	2,919,655.73	4,281,490.00	1,361,834.27	68%
Total Revenue	406,265.35	2,874,942.35	4,281,490.00	1,406,547.65	67%
Net Contribution	(322.99)				



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

DATE: August 18, 2025
FROM: Leandro Rodriguez, CIP Manager
ITEM: **Consider approval of Amendment No. 3 to the fiscal year 2024-2025 Capital Improvement Program.**

BACKGROUND: The proposed CIP amendment No. 3, for the FY 2024-2025, will increase the general capital projects by \$130,000 for the 2024-25 playground replacements project. The utility capital projects will increase by \$1,040,000 for the wastewater treatment plant effluent filter rehabilitation project.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT:

General Capital Projects - \$130,000

Utility Capital Projects - \$1,040,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification List

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

Project Modification Listing

Attachment 1

FY 2024-2025 - CIP Amendment III

General Capital Projects

Park Projects

Description		Fund	FY 24-25	5 Yr CIP
2024-25 Playground Replacements (Northshore & Rustic Timbers)	Additional funding is required for synthetic turf safety surfacing for Northshore Park. Increase FY 24-25 funding by \$130,000 from parks sales tax.	317	\$ 130,000	\$130,000
Total General Capital Projects Impact			\$ 130,000	\$ 130,000

Utility Capital Projects

Wastewater Projects

Description		Fund	FY 24-25	5 Yr CIP
Wastewater Treatment Plant Effluent Filter Rehabilitation	Additional funding is required for the wastewater treatment plant effluent filter rehab project due to bids returning higher than anticipated. Increase FY 24-25 funding by \$1,040,000 from discretionary funding.	630	\$1,040,000	\$1,040,000
Total Utility Capital Projects Impact			\$1,040,000	\$1,040,000



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

DATE: August 18, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of the purchase and installation of artificial turf surfacing for the 2024-2025 Playground Replacements project, for Northshore Park Playground, from We Build Fun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$149,466.35.**

BACKGROUND: The Community Development Corporation and Town Council approved various playground upgrades in Fiscal Year 2024-2025 after a recommendation from the Parks Board for the Capital Improvement Program's park projects. The Northshore Park playground is one of the playgrounds funded this year. Additional funding for this project was requested and approved by the Community Development Corporation during their June 24, 2025, meeting.

The Northshore Park playground replacement required a more collaborative approach, as neighborhood residents expressed interest in helping shape the design and features of the new play area. Town staff worked closely with WeBuildFun, Inc. to develop two conceptual designs, which were presented at a community meeting on February 12, 2025, at the Community Activity Center (CAC). The meeting was well-attended and highly productive. Attendees strongly favored one of the concepts and made specific requests, including the addition of shade and the use of synthetic turf as the playground's safety surfacing. Revised project bids were obtained to incorporate these community-driven enhancements. Based on the updated scope, an additional \$130,000 is required to fully fund the project and a CIP budget amendment will need to be approved to allocate the additional funds for this project. The budget amendment item is also on the August 18, 2025, agenda.

On May 5, 2025, the Town Council approved the purchase of the new playground equipment for the park from WeBuildFun, Inc. The purchase included the removal of the existing safety surfacing, installation of new 2-5 year old equipment, 5-12 year old equipment, swings, and a shade structure. The existing equipment will be removed under a separate agreement with Project Playground, a non-profit company, who removes and donates the existing equipment to a less fortunate, international community. This donation is free of charge for the Town and will lower overall demolition costs of the project by up to \$30,000.

Approval of the item will allow for the purchase and installation of artificial turf safety surfacing to replace the existing engineered wood fiber. The Parks and Recreation Department is planning to start the project in September once the playground equipment arrives.

BOARD REVIEW/CITIZEN FEEDBACK: The Community Development Corporation approved various playground upgrades for Fiscal Year 2024-2025 after a recommendation from the Parks Board for the Capital Improvement Program's park projects.

A community meeting was held on February 12, 2025, at the Community Activity Center (CAC) to discuss the playground replacement.

Additional funding for this project in Fiscal Year 2024-2025 was approved by the Community Development Corporation on June 24, 2025.

ALTERNATIVES: N/A

FISCAL IMPACT: \$149,466.35

Proposed Expenditure/(Revenue)

\$149,466.35

Account Number(s):

317-110-90825-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buy Board Surfacing Quote
2. Form 1295

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

CONSULTANT	
Tracy Shore	(469) 416-1323
Tracy@webuildfun.com	
QUOTE	
25-25056	
Quote Date	Valid Until
7/2/2025	8/27/2025
Est. Delivery:	Est. Install
2-4 Weeks	TBD
Buyboard Contract # 679-22	

CUSTOMER INFORMATION

Customer: Town of Flower Mound
 Contact: Chuck Jennings
 Contact Info: Chuck.Jennings@FlowerMound.gov
 Project Name: Northshore Park Artificial Turf Playground Surfacing
 Site Address: 3100 Woodpark Dr., Flower Mound, TX 75022
 End User: Town of Flower Mound
 Ship To: webuildfun

ITEM	DESCRIPTION	QTY	EACH	TOTAL
WEBUILDFUN PLAYGROUND SAFETY SURFACE	Artificial Turf Playground System, including: - Up to 10" crushed aggregate drainage material to fill void from EWF depth - 2" Pad for 2-5 area - 3" Pad necessary for 5-12 area - Premium artificial turf playground surfacing system. - Trample zone specific turf - Premium Envirofill Antimicrobial infill applied at 2 lbs./SF - HeatBlock™ Technology - Customer is responsible for drainage stub within playground border to provide positive drainage away from play area	1	\$157,333.00	\$157,333.00
BUYBOARD DISCOUNT	Discount per BuyBoard contract for Webuildfun Safety Surfacing products	5%	-\$7,866.65	-\$7,866.65

Final Prices Subject to State and Local Sales Tax and Use Tax Rate

TOTAL \$149,466.35

ITEM	DESCRIPTION	QTY	EACH	TOTAL
Make Payable to:	webuildfun, Inc PO Box 29, Allen, TX 75013			
Payment Terms	Net 30 To be invoiced in full upon completion of project.			

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.
 * No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Send completed quote and purchase order to: tracy@webuildfun.com

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Tess, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.



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

DATE: August 18, 2025
FROM: John Zagurski, Chief Financial Officer
ITEM: **Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2025, and ending September 30, 2026.**

BACKGROUND: Ad valorem tax collection revenue is divided between the General Fund (for operation and maintenance), the Debt Service Fund (for payment of principal and interest on debt obligations), and the Tax Increment Reinvestment Zone (TIRZ) Fund. The Town's current rate of collection of ad valorem taxes is expected to meet or exceed 100 percent.

The purpose of this agenda item is to certify that the anticipated collection rate used for the General Fund, Debt Service Fund, and the TIRZ Fund is 100 percent for the 2025-2026 fiscal year, which is one of the steps required by state law to establish the 2025-2026 tax rate. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

Chapter 26 of the Property Tax Code requires municipalities to adopt an estimated collection rate to comply with truth-in-taxation laws in adopting their tax rates. The laws have two purposes: 1) to make taxpayers aware of tax rate proposals; and 2) to allow taxpayers, in certain cases, to limit a tax increase.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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



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

DATE: August 18, 2025
FROM: John Zagurski, Chief Financial Officer
ITEM: **Consider approval of an ordinance establishing the 2025 certified appraisal roll.**

BACKGROUND: Approval of the certified appraisal roll is an annual process required by the Texas Property Tax Code. The Town will also be required to approve the tax roll after the rate is set. The roll lists all the taxable property and values within the Town limits for 2025.

There are three main parts to the property tax system. First, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) set the value of the property in our Town's limits each year. Second, the Appraisal Review Boards (ARB) settle any disagreements between the taxpayers and the DCAD or the TAD about the value of any property under protest. Third, the Town decides how much money it will need to spend to provide services to taxpayers. This determines the total amount of taxes that will need to be collected.

The preliminary appraisal was provided by the DCAD and the TAD in mid May and the certified appraisal roll was provided in late July by DCAD and TAD.

The Chief Appraisers certify the appraisal rolls that allows the Town to calculate and submit the no-new-revenue and voter-approval tax rates.

The total taxable value on the 2025 appraisal roll including estimated values under protest is \$16,941,672,937. Once the tax rate is approved, the Town will be able to calculate its 2025 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service. On September 19, 2005, an ordinance was approved establishing a Tax Increment Reinvestment Zone (TIRZ). Approximately \$1,319,333,447 of the 2025 appraisal roll is the incremental difference between the 2005 and 2025 appraised value of properties in the TIRZ.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Ordinance - est 2025 certified roll

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE 2024 APPRAISAL ROLL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) prepare the certified appraisal rolls and rolls under protest of the taxable property in the Town of Flower Mound, Texas (Town); and

WHEREAS, the Town uses the certified appraisal rolls and rolls under protest received from the DCAD and TAD to calculate the tax rate and voter-approval tax rate applicable to taxable property in the Town; and

WHEREAS, approval by the Town of the certified appraisal roll is required by state law as an integral part of the Town's ability to levy and collect property taxes.

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

SECTION 1

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

SECTION 2

The Town Council hereby approves the 2024 appraisal roll of the Town, in the amount of \$16,941,672,937 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Board of the DCAD and the TAD.

SECTION 3

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

SECTION 4

If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and, the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 18th DAY OF AUGUST, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



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

DATE: August 18, 2025

FROM: John Zagurski, Chief Financial Officer

ITEM: **Consider accepting the submission of the notice of a no-new-revenue tax rate of \$0.372129 per \$100 assessed valuation and a voter-approval tax rate of \$0.388067 per \$100 assessed valuation for the fiscal year beginning October 1, 2025, and ending September 30, 2026.**

BACKGROUND: State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their no-new-revenue and voter-approval tax rates and the notice-and-hearing limit for the upcoming fiscal year. The no-new-revenue tax rate allows the public to evaluate the relationship between taxes for the current fiscal year and the upcoming fiscal year. This rate will produce the same amount of tax revenue if applied to the same properties in both years. The voter-approval rate is the highest tax rate the Town can set before an election is required.

All taxing units that levied property taxes in 2024 and intend to levy them in 2025 must calculate a no-new-revenue tax rate and a voter-approval tax rate. Although the actual calculation is more detailed, the Town's no-new-revenue tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

The no-new-revenue tax rate enables the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The voter-approval rate calculation is split into two separate components: an operating and maintenance rate and a debt rate. The voter-approval rate calculation allows municipalities to raise 103.5 percent of the operating and maintenance money raised in the prior year, plus the necessary debt rate.

State law also requires municipalities to publish the no-new-revenue and voter-approval tax rates, and to hold a public hearing on the proposed tax rates if a tax rate exceeds the no-new-revenue tax rate.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2025 Tax Rate Calculation

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

2025 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

Town of Flower Mound

Taxing Unit Name

2121 Cross Timbers Road, Flower Mound, TX, 75028

Taxing Unit's Address, City, State, ZIP Code

(972) 874-6000

Phone (area code and number)

flowermound.gov

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 15,319,862,149
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 0.387278
4.	Prior year total adopted tax rate.	\$ 0.387278 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values: \$ 496,790,336 B. Prior year values resulting from final court decisions: - \$ 457,206,577 C. Prior year value loss. Subtract B from A. ³	\$ 39,583,759
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ 1,190,146,027 B. Prior year disputed value: - \$ 238,029,205 C. Prior year undisputed value. Subtract B from A. ⁴	\$ 952,116,822
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 991,700,581

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 16,311,562,730
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024. Enter the prior year value of property in deannexed territory. ⁵	\$ 0
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ 5,407,392 B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 806,655,825 C. Value loss. Add A and B.⁶	\$ 812,063,217
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: \$ 3,937,473 B. Current year productivity or special appraised value: - \$ 1,408 C. Value loss. Subtract B from A.⁷	\$ 3,936,065
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 815,999,282
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 1,267,637,774
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 14,227,925,674
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 55,101,626
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁹	\$ 782,846
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 55,884,472
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include home-owners age 65 or older or disabled. ¹¹ A. Certified values: \$ 16,939,223,550 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below.¹² - \$ 1,309,932,989 E. Total current year value. Add A and B, then subtract C and D.	\$ 15,629,290,562

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³ A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ 9,626,469 B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ 163,997 C. Total value under protest or not certified. Add A and B.	\$ 9,790,466
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 0
21.	Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. ¹⁷ An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico. ¹⁸ If completing this section, the taxing unit must include supporting documentation in Section 9. ¹⁹ Taxing units that are not affected, enter 0.	\$ 15,639,081,028
22.	Current year total taxable value. Add Lines 18E and 19C, then subtract Lines 20 and 21. ²⁰	\$ 0
23.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ²¹	\$ 0
24.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ²²	\$ 621,599,774
25.	Total adjustments to the current year taxable value. Add Lines 23 and 24.	\$ 621,599,774
26.	Adjusted current year taxable value. Subtract Line 25 from Line 22.	\$ 15,017,481,254
27.	Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²³	\$ 0.372129 /\$100
28.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²⁴	\$ 0 /\$100

SECTION 2: Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)

¹⁸ Tex. Tax Code §26.012(1-a)

¹⁹ Tex. Tax Code §26.04(d-3)

²⁰ Tex. Tax Code §26.012(6)

²¹ Tex. Tax Code §26.012(17)

²² Tex. Tax Code §26.012(17)

²³ Tex. Tax Code §26.04(c)

²⁴ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
29.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.323876 /\$100
30.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 16,311,562,730
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ 52,829,237
32.	Adjusted prior year levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2024. This line applies only to tax years preceding the prior tax year. + \$ 699,546 B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – \$ 4,909,282 C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ (4,209,736) E. Add Line 31 to 32D.	\$ 48,619,501
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 15,017,481,254
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ 0.323753 /\$100
35.	Rate adjustment for state criminal justice mandate. ²⁶ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ NA B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. – \$ NA C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ NA /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100
36.	Rate adjustment for indigent health care expenditures. ²⁷ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ NA B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state assistance received for the same purpose. – \$ NA C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ NA /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100

²⁵ [Reserved for expansion]²⁶ Tex. Tax Code §26.044²⁷ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
37.	Rate adjustment for county indigent defense compensation. ²⁸ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. \$ <u>NA</u> B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state grants received by the county for the same purpose. \$ <u>NA</u> C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ <u>NA</u> / \$100 D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100. \$ <u>NA</u> / \$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ <u>0</u> / \$100
38.	Rate adjustment for county hospital expenditures. ²⁹ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ <u>NA</u> B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2023 and ending on June 30, 2024. \$ <u>NA</u> C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ <u>NA</u> / \$100 D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100. \$ <u>NA</u> / \$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ <u>0</u> / \$100
39.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. \$ <u>NA</u> B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. \$ <u>NA</u> C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ <u>NA</u> / \$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0</u> / \$100
40.	Adjusted current year NNR M&O rate. Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	\$ <u>0.323753</u> / \$100
41.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. \$ <u>NA</u> B. Divide Line 41A by Line 33 and multiply by \$100. \$ <u>NA</u> / \$100 C. Add Line 41B to Line 40.	\$ <u>NA</u> / \$100
42.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	\$ <u>0.335084</u> / \$100

²⁸ Tex. Tax Code §26.0442²⁹ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D42.	Disaster Line 42 (D42): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 41C by 1.08. ³⁰ If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	\$ NA /\$100
43.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ³¹ Enter debt amount \$ 24,498,447 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 15,750,743 E. Adjusted debt. Subtract B, C and D from A.	\$ 8,747,704
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³²	\$ 461,613
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ 8,286,091
46.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector. ³³ 100 % B. Enter the prior year actual collection rate..... 98 % C. Enter the 2023 actual collection rate. 99 % D. Enter the 2022 actual collection rate. 100 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³⁴	100 %
47.	Current year debt adjusted for collections. Divide Line 45 by Line 46E.	\$ 8,286,091
48.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 15,639,081,028
49.	Current year debt rate. Divide Line 47 by Line 48 and multiply by \$100.	\$ 0.052983 /\$100
50.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 42 and 49.	\$ 0.388067 /\$100
D50.	Disaster Line 50 (D50): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D42. Add Line D42 and 49.	\$ NA /\$100

³⁰ Tex. Tax Code §26.042(a)³¹ Tex. Tax Code §26.012(7)³² Tex. Tax Code §26.012(10) and 26.04(b)³³ Tex. Tax Code §26.04(b)³⁴ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
51.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ NA /\$100

SECTION 3: NNR Tax Rate and Voter Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³⁵ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
53.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³⁶ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁷ - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 0
54.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0
55.	Sales tax adjustment rate. Divide Line 53 by Line 54 and multiply by \$100.	\$ 0 /\$100
56.	Current year NNR tax rate, unadjusted for sales tax. ³⁸ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0 /\$100
57.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	\$ 0 /\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ³⁹ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0 /\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ 0 /\$100

SECTION 4: Voter Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ⁴⁰ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴¹	\$ 0
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ 0 /\$100

³⁵ Tex. Tax Code §26.041(d)

³⁶ Tex. Tax Code §26.041(i)

³⁷ Tex. Tax Code §26.041(d)

³⁸ Tex. Tax Code §26.04(c)

³⁹ Tex. Tax Code §26.04(c)

⁴⁰ Tex. Tax Code §26.045(d)

⁴¹ Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
63.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	\$ 0 /\$100

SECTION 5: Voter Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.⁴² The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.⁴³

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴⁴
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴⁵ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴⁶

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴⁷

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value A. Voter-approval tax rate (Line 68) B. Unused increment rate (Line 67) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2024 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	 \$ 0.387278 /\$100 \$ 0 /\$100 \$ 0.387278 /\$100 \$ 0.387278 /\$100 \$ 0 /\$100 \$ 15,610,968,338 \$ 0
65.	Year 2 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2023 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	 \$ 0.387327 /\$100 \$ 0.001540 /\$100 \$ 0.385787 /\$100 \$ 0.387300 /\$100 \$ (0.001513) /\$100 \$ 14,279,514,080 \$ 0
66.	Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2022 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	 \$ 0.406682 /\$100 \$ 0.014613 /\$100 \$ 0.392069 /\$100 \$ 0.405000 /\$100 \$ (0.012931) /\$100 \$ 13,126,830,588 \$ 0
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ 0 /\$100
68.	2025 Unused Increment Rate. Divide Line 67 by Line 22 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0 /\$100
69.	Total 2025 voter-approval tax rate, including the unused increment rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ 0.388067 /\$100

⁴² Tex. Tax Code §26.013(b)

⁴³ Tex. Tax Code §526.013(a)(1-a), (1-b), and (2)

⁴⁴ Tex. Tax Code §526.04(c)(2)(A) and 26.042(a)

⁴⁵ Tex. Tax Code §526.0501(a) and (c)

⁴⁶ Tex. Local Gov't Code §120.007(d)

⁴⁷ Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁸ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁹

Line	De Minimis Rate Worksheet	Amount/Rate
70.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 40 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.323753 /\$100
71.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 15,639,081,028
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ NA /\$100
73.	Current year debt rate. Enter the rate from Line 49 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.052983 /\$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ 0 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁵⁰

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁵¹

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	2024 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0 /\$100
76.	Adjusted 2024 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵² If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵³ Enter the final adjusted 2024 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 /\$100
77.	Increase in 2024 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ 0 /\$100
78.	Adjusted 2024 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ 0
80.	Adjusted 2024 taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵³	\$ 0 /\$100

⁴⁸ Tex. Tax Code §26.012(8-a)

⁴⁹ Tex. Tax Code §26.063(a)(1)

⁵⁰ Tex. Tax Code §26.042(b)

⁵¹ Tex. Tax Code §26.042(f)

⁵² Tex. Tax Code §26.042(c)

⁵³ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
82.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	\$ 0 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.372129 /\$100

As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: _____

Voter-approval tax rate. \$ 0.388067 /\$100

As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: _____

De minimis rate. \$ 0 /\$100

If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁴

**print
here** ➡

John Zagurski

Printed Name of Taxing Unit Representative

**sign
here** ➡

Taxing Unit Representative

John Zagurski

08/07/2025

Date

Reset

Print

⁵⁴ Tex. Tax Code §§26.04(c-2) and (d-2)



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

DATE: August 18, 2025
FROM: John Zagurski, Chief Financial Officer
ITEM: Consider proposing a maximum tax rate of \$0.387278 per \$100 valuation for the fiscal year beginning October 1, 2025, and ending September 30, 2026; and scheduling September 15, 2025, public hearing on the budget, scheduling September 15, 2025, public hearing on the tax rate, and scheduling the September 15, 2025, 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.

BACKGROUND: Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and to limit a tax increase. The Town Council must take a record vote on the maximum tax rate to be considered for the upcoming fiscal year. The adopted tax rate may not exceed this maximum rate.

The Town is required to hold a public hearing on the tax rate and publish a notice in the newspaper, on TV, and website before adopting a tax rate that exceeds \$0.369950, the no-new-revenue tax rate.

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law. This public hearing is in addition to the tax rate public hearing required by the State Property Tax Code.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$(66,499,419) based on certified roll at collection rate of 99.5%

Proposed Expenditure/(Revenue)	Account Number(s):
\$(50,965,000)	100-4105 Property Taxes
\$(8,200,000)	110-4105 Property Taxes
\$(7,334,419)	308-4105 Property Taxes

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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



TOWN COUNCIL AGENDA J.11. CONSENT ITEM(S)

DATE: August 18, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of one 2026 Ford F-350 Super Cab service body work truck from Sames Bastrop Ford through TIPS Cooperative Contract #240901, for Public Works Utility Operations Division, VERF recommendation for a total of \$65,895.00.**

BACKGROUND: The Public Works Department Utility Operations Division is requesting the purchase of a 2026 Ford F350 4X2 SRW Super Cab Service Body Work Truck. The unit will be purchased from Sames Bastrop Ford through TIPS Cooperative contract #240901 for \$65,895.00. This unit is a replacement for a 2015 F350 Service Work Truck. This purchase was approved for replacement under the FY25 vehicle replacement fund (VERF). This request is in accordance with the Fleet Department's recommendation.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$65,895.00

Proposed Expenditure/(Revenue)
\$65,895.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Req
2. Quote
3. Bid Award Recommendation

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

FLEET VEHICLE/EQUIPMENT REQUISITION

Date: 7/24/2025
 Suggested Vendor: Sames Bastrop Ford
 Contact (if known): David Lowry
 Address (if available): 1115 SH 71
Bastrop Tx 78602
 Phone/Fax: 254-424-5232



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: Utility Services

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	NEW Unit Description (Make, Model, Size, Color, Add-On's)	Updated Quote	Amount
VERF	\$ 70,000	1	F350 Super Cab with Service body, aux fuel tank, headache rack.	\$65,895.00	\$65,895.00
				TOTAL:	\$65,895.00

Name/Phone Ext.: _____
 Approved By: _____
 Unit # to be replaced: 92420-02

APPROVALS:

Fleet Manager

Bill Sterner

Spec Name: _____

Bid/Solicitation #: _____

Co-op/Contract #: _____

TIPS 240901

Note: Requisition unit description **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.

QUOTE#: SAG864
DATE: 07/22/2025
EXPIRES: 08/22/2025

QUOTE FROM:
Sames Bastrop Ford
1115 SH 71
Bastrop, TX 78602
QUOTE GENERATED BY: David Lowry
OUTSIDE SALES MANAGER: NORTH TEXAS
INSIDE SALES MANAGER: FANNY MATA | FMATA@SAMES.NET
EMAIL: QUOTES@SAMES.NET

QUOTE FOR:
Town of Flower Mound
1101 Duncan Lane
Flower Mound, TX 75028

VEHICLE INFORMATION:

YEAR MAKE MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Ford F-350 Super Duty CC SRW Super Cab 4x2 168 in. Wheelbase - SRW XL X3E	TIPS 240901	WHITE	1	\$53505.00	\$53,505.00

DESCRIPTION:
Oxford White, Front License Plate Bracket, Transmission: TorqShift 10-Speed Automatic, Order Code 630A, Engine: 7.3L 2V DEVCT NA PFI V8 Gas, Medium Dark Slate HD Vinyl 40/20/40 Split Bench Seat, Tires: LT275/65Rx18E BSW A/S.

One extra key fobs

OPTIONS | UPGRADE

DESCRIPTION	QUANTITY	PRICE	TOTAL
			\$0.00

UPFITTER INFORMATION

QUOTE#	CONTRACT #	QUANTITY	PRICE	TOTAL
STAR CUSTOMS 4162		1	\$12090.00	\$12,090.00

DESCRIPTION:

NORSTAR UB SERIES SERVICE BODY
RKI WHITE STEEL HEADACHE RACK
ST-100-RT-W UWS WHITE STEEL FUEL TANK
FILL RITE ELECTRIC FUEL PUMP

TRADE-IN INFORMATION

YEAR MAKE MODEL	VIN#	TOTAL
		-
		-
TRANSPORT		\$300.00
GRAND TOTAL		\$65,895.00

TERMS AND CONDITIONS:

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. \$500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE.



Bid Award Recommendation

Date: 7/24/2025 – FY25 VERF

Description: **2026 F350 4x2 SRW Super Cab W/Service Body**

Qty.: 1

Replaces: 92420-02 – a 2015 F350 SRW Pickup – Utility Services

Bidder: Sames Bastrop Ford, David Lowry 254-424-5232, dlowry@sames.net
Quote SAG864, TIPS Cooperative Contract# 240901

Item: 1 – 2026 Ford F350 Single Rear Wheel (SRW) Super Cab W/ Service Body,
Auxiliary Bulk Fuel Tank, Headache Rack and options as identified on Quote
SAG864

Total Cost of Vehicles, Equipment & Installation:

\$65,895.00

It is Fleet Services recommendation to award the bid to **Sames Bastrop Ford** in the amount of **\$65,895.00** utilizing the **TIPS Cooperative Contract # 240901**.

Fleet Services Manager

7/24/2025

Date



TOWN COUNCIL AGENDA J.12. CONSENT ITEM(S)

DATE: August 18, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of the purchase of one (1) 2026 Ford F250 Crew Cab Pick-Up and one (1) 2026 Ford F350 Crew Cab Pick-Up from Sames Bastrop Ford through TIPS Cooperative Contract #240901, for the Parks Division, a VERF recommendation for a total of \$105,391.00.**

BACKGROUND: The Park Services Division of the Parks and Recreation Services Department is requesting the purchase of one (1) 2026 Ford F250 single rear wheel crew cab pick-up with headache rack, toolbox, and options as identified on attached Quote SAG861 dated 7/22/2025 in the amount of \$52,995.00 and one (1) 2026 Ford F350 single rear wheel crew cab pick-up with headache rack, toolbox and options as identified on attached Quote SAG863 dated 7/22/2025 in the amount of \$52,995.00. The total cost, including destination fees, for the two trucks per the Town of Flower Mound specifications is \$105,391.00. The Town is proposing to purchase the trucks from Sames Bastrop Ford utilizing the TIPS Cooperative Contract #240901.

The purchase of these items replaces units 33000-27, a 2015 F250 pickup, and 33000-28, a 2015 F350 pickup.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$105,391.00

Proposed Expenditure/(Revenue)
\$105,391.00

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Documents

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

Jade Olson

From: Julie Taylor (Fleet)
Sent: Thursday, July 24, 2025 1:23 PM
To: Jade Olson
Cc: Sabrina Zadow; Marquita Shamlin; Helena Lynch; Billy Sterner; Meg Jakubik; Mike Smith; John Havens; Clayton Litton
Subject: Sames Bastrop Ford - 2026 Ford F250 & F350 Crew Cabs w/ Listed Options - Parks (Replaces Units 33000-27 & 33000-28)
Attachments: Fleet Req.pdf; Quote F250.pdf; Quote F350.pdf; Bid Award Recommendation.pdf

FY24-25 VERF

Department Code: 450-84500 Vehicle & Equipment Replacements

Account Code: 565-450-84500-6130

Attached is a copy of the Fleet Requisition, Quotes and Bid Award Recommendation to purchase the items listed below for a grand total of \$105,391.00 utilizing the TIPS Cooperative Contract #240901.

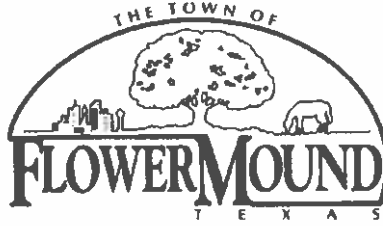
- (1) Ford F250 Crew Cab w/ Listed Options \$52,396.00 (replaces Unit 33000-27)
- (1) Ford F350 Crew Cab w/ Listed Options \$52,995.00 (replaces Unit 33000-28)

*These are the documents needed to create a Purchase Requisition and an Agenda Item. The Purchase Requisition can go ahead and be created and put on hold and then once the Agenda Item is approved by Council a copy of it will need to be added to the Purchase Requisition and taken off hold. Once done Purchasing will review for approval and place the order.

Thank you,

Julie Taylor, CAFS
Town of Flower Mound
Fleet Services Division
972.874.6434
julie.lowery@flowermound.gov





Bid Award Recommendation

Date: 7/24/2025 – FY25 VERF

Description: **2026 Ford Crew Cab Pickup Truck Purchase**

Qty.: 2

*Replaces: 33000-27 – a 2015 F250 SRW Pickup – Park Services
33000-28 – a 2015 F350 SRW Pick-up – Park Services*

Bidder: Sames Bastrop Ford, David Lowry 254-424-5232, dlowry@sames.net
Quote SAG861 and SAG863, TIPS Cooperative Contract# 240901

Item: 1 – 2026 Ford F250 Single Rear Wheel (SRW) Crew Cab Pick-Up w/Headache Rack, Toolbox and options as identified on Quote SAG861. \$52,396.00

1 – 2026 Ford F350 SRW Crew Cab Pick-up w/ Headache Rack, Toolbox and options as identified on Quote SAG863. \$52,995.00

Total Cost of Vehicles, Equipment & Installation:

\$105,391.00

It is Fleet Services recommendation to award the bid to **Sames Bastrop Ford** in the amount of **\$105,391.00** utilizing the **TIPS Cooperative Contract # 240901**.

Fleet Services Manager

7/24/2025

Date

7/24/2025

Suggested Vendor: Sames Bastrop Ford

Contact (if known): David Lowry

Address (if available): 1115 SH 71
Bastrop Tx 78602
254-424-5232

Phone/Fax:

Ship/Bill To: Town of Flower Mound

ATTN: FLEET SERVICES

Address: 1101 Duncan Lane
Flower Mound, TX 75028

PO #:

Department Name: Park Services

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	NEW Unit Description (Make, Model, Size, Color, Add-On's)	Updated Quote	Amount
VERF	\$ 45,000	1	33000-27- F250 CrewCab SRW Pickup Long Bed w/ toolbox and headache rack	\$52,396.00	\$52,396.00
VERF	\$ 55,000	1	33000-28- F350 CrewCab SRW Short Bed w/ toolbox and headache rack	\$52,995.00	\$52,995.00
				TOTAL:	\$105,391.00

Name/Phone Ext.: Clayton Litton 6421

Approved By:

Unit # to be replaced:

Spec Name:

APPROVALS:

Fleet Manager
Bill Sterner

Bid/Solicitation #:

Co-op/Contract #: TIPS 240901

Note: Requisition unit description must match unit approved through the budget process. Any exceptions must accompany a detailed justification and ATM/CFO signature approval.

Note: Requisition unit description must match unit approved through the budget process. Any exceptions must accompany a detailed justification and ATM/CFO signature approval.

QUOTE

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER



Government
Fleet Sales

QUOTE#: SAG861
DATE: 07/22/2025
EXPIRES: 08/22/2025

QUOTE FROM:

Sames Bastrop Ford
1115 SH 71
Bastrop, TX 78602

QUOTE GENERATED BY: David Lowry

OUTSIDE SALES MANAGER: NORTH TEXAS

INSIDE SALES MANAGER: FANNY MATA | FMATA@SAMES.NET

EMAIL: QUOTES@SAMES.NET

QUOTE FOR:

Town of Flower Mound
1101 Duncan Lane
Flower Mound, TX 75028

VEHICLE INFORMATION:

YEAR MAKE MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Ford F-250 Crew Cab 4x2 176 in. Wheelbase - XL W2A	TIPS 240901	WHITE	1	\$50301.00	\$50,301.00

DESCRIPTION:

153 Front License Plate Bracket, 44F Transmission: TorqShift-G 10-Speed Automatic, 52B Trailer Brake Controller, 600A Order Code 600A, 99A Engine: 6.8L 2V DEVCT NA PFI V8 Gas, AS Medium Dark Slate HD Vinyl 40/20/40 Split Bench Seat, TD8 Tires: LT245/75R17E BSW A/S, X37 3.73 Axle Ratio, Z1 Oxford White

One extra key fobs

OPTIONS | UPGRADE

DESCRIPTION	QUANTITY	PRICE	TOTAL
			\$0.00

UPFITTER INFORMATION

QUOTE#	CONTRACT#	QUANTITY	PRICE	TOTAL
STAR TRAILER PLACE 4161		1	\$1795.00	\$1,795.00

DESCRIPTION:

RK1 WG11 WHITE STEEL HEADACHE RACK
RK1 C63B WHITE STEEL TOOLBOX

TRADE-IN INFORMATION

YEAR MAKE MODEL	VIN#	TOTAL
		-

TRANSPORT	\$300.00
GRAND TOTAL	\$52,396.00

TERMS AND CONDITIONS:

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. \$500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE.

QUOTE

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER



**Government
Fleet Sales**

QUOTE#: SAG863
DATE: 07/22/2025
EXPIRES: 08/22/2025

QUOTE FROM:

Sames Bastrop Ford
1115 SH 71
Bastrop, TX 78602
QUOTE GENERATED BY: David Lowry
OUTSIDE SALES MANAGER: NORTH TEXAS
INSIDE SALES MANAGER: FANNY MATA | FMATA@SAMES.NET
EMAIL: QUOTES@SAMES.NET

QUOTE FOR:

Town of Flower Mound
1101 Duncan Lane
Flower Mound, TX 75028

VEHICLE INFORMATION:

YEAR MAKE MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Ford F-350 Super Duty Crew Cab 4x2 SRW 160 in. Wheelbase - SRW XL W3A	TIPS 240901	WHITE	1	\$50900.00	\$50,900.00

DESCRIPTION:

153 Front License Plate Bracket, 44F Transmission: TorqShift-G 10-Speed Automatic, 610A Order Code 610A, 64A Wheels: 17" Argent Painted Steel, 99A Engine: 6.8L 2V DEVCT NA PFI V8 Gas, AS Medium Dark Slate HD Vinyl 40/20/40 Split Bench Seat, TD8 Tires: 1T245/75R17E BSW A/S (4), X37 3.73 Axle Ratio, Z1 Oxford White

One extra key fob

OPTIONS | UPGRADE

DESCRIPTION	QUANTITY	PRICE	TOTAL
			\$0.00

UPFITTER INFORMATION

QUOTE#	CONTRACT #	QUANTITY	PRICE	TOTAL
STAR CUSTOMS 4161		1	\$1795.00	\$1,795.00

DESCRIPTION:

RK1 WG11 WHITE STEEL HEADACHE RACK
RK1 C63B WHITE STEEL TOOLBOX

TRADE-IN INFORMATION

YEAR MAKE MODEL	VIN#	TOTAL
		-
		-
TRANSPORT		\$300.00
GRAND TOTAL		\$52,995.00

TERMS AND CONDITIONS:

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. \$500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE.



TOWN COUNCIL AGENDA J.13. CONSENT ITEM(S)

DATE: August 18, 2025
FROM: Sarah Luxton, Senior Management Analyst
ITEM: **Consider approval of the donation of two historical maps; authorizing the Town of Flower Mound to accept the items into their collection.**

BACKGROUND: Consider approval of the donation of several historical items; authorizing the Town of Flower Mound to accept items into their collection. The items include a furniture set, painting, chandelier, cream can, and boiler.

On December 2, 2024, the Town of Flower Mound passed the Historical Collection Policy that allows the Town to acceptance, deaccession, loan, and maintenance of items and information of historical significance, including criteria and procedures. Per the Historical Collection Policy, the Town Council is able to approve items to be accepted as a donation or loan to the Town of Flower Mound. The Historical Commission recommended the approval of the historical maps by a vote of 9/0 at their regular meeting on July 10, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: The Historical Commission recommended the approval of the historical maps by a vote of 9/0 at their regular meeting on July 10, 2025.

ALTERNATIVES: N/A

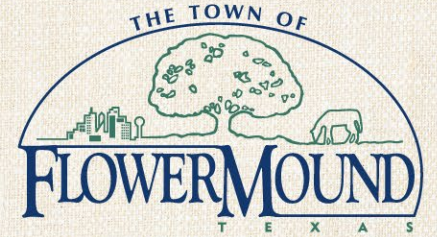
FISCAL IMPACT: N/A

LEGAL REVIEW: The Town's standard 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. Historical Collection Item Presentation

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

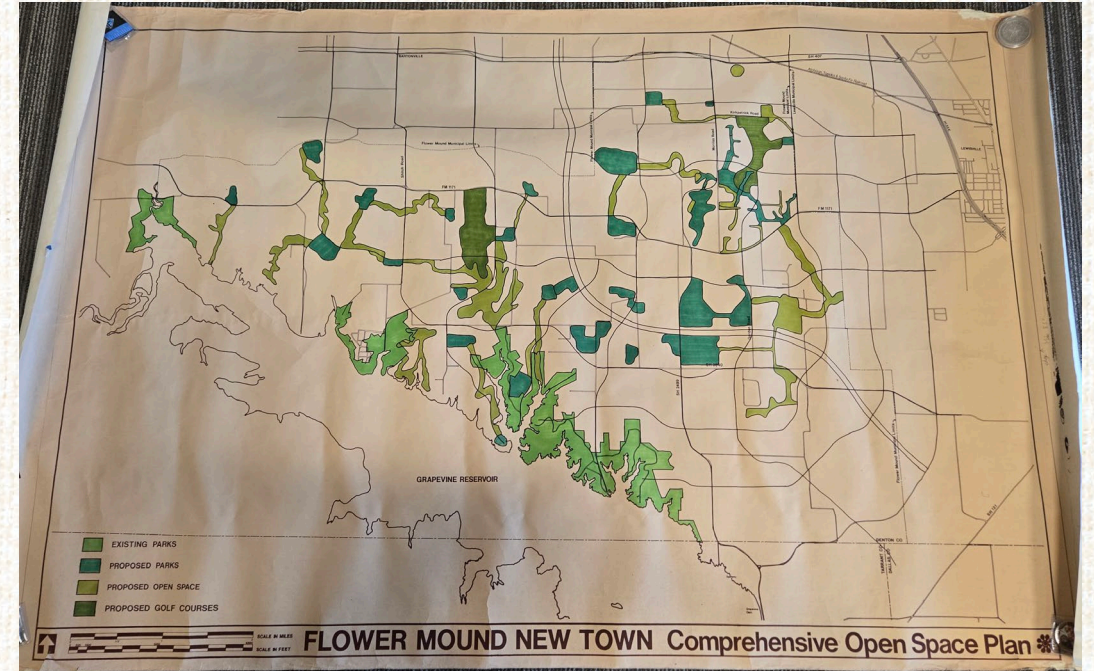


Historical Collection Item

Sarah Luxton
Senior Management Analyst

Acceptance Item

- Application Submitted by:
Mark Glover
- Item under review:
“Flower Mound New Town
Comprehensive Open Space Plan”
- History of the item:
This is one of the first maps for the Town of
Flower Mounds Comprehensive Open
Space Plan which is estimated to have first
been adopted in 1982.



Acceptance Item

- Application Submitted by:
Mark Glover
- Item under review:
“Flower Mound New Town
Contour and Thoroughfare Map”
- History of the item:
This is one of the first maps for the Town of
Flower Mounds Thoroughfare which is
estimated to have first been adopted in
1985.





TOWN COUNCIL AGENDA J.14. CONSENT ITEM(S)

DATE: August 18, 2025
FROM: Billy Sterner, Fleet Services Manager
ITEM: **Consider approval of the purchase of unleaded and diesel fuels for Town Fleet Vehicles through an existing Inter-local Agreement with The City of Fort Worth in the estimated annual amount of \$900,000.**

BACKGROUND: This item is to approve the purchase of unleaded and diesel fuels for the Town's bulk fuel storage tanks located at O&M and various Fire Stations. The contract is valid from June 1, 2025, and expires May 31, 2030, with (1) two-year renewal option.

Deliveries will be made to the Town's storage tanks and used to fuel the majority of the Town's fleet. The Town estimates an annual expenditure of \$260,000 for diesel fuel purchases and \$640,000 for the purchase of unleaded, for a combined estimated annual amount of \$900,000. The contract is an Inter-local purchasing agreement allowing Pinnacle Petroleum Inc. to supply the City of Fort Worth and other participating agencies with motor fuel and related services. (City of Fort Worth Contract 63115)

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$900,000.00

Proposed Expenditure/(Revenue)

\$640,000.00 - Unleaded Fuel

260,000.00 - Diesel Fuel

Account Number(s):

100-1111

100-1112

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Fort Worth Contract No. 63115 - Award

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



VENDOR SERVICES AGREEMENT

This **VENDOR SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF FORT WORTH** ("City"), a Texas home-rule municipal corporation, and **PINNACLE PETROLEUM, INC.** ("Vendor"), each individually referred to as a "**party**" and collectively referred to as the "**parties**."

1. Scope of Services. The vendor will provide Motor and Aviation Fuels & Related Services. The City will purchase these products and services on an "as needed basis" for the Property Management Department ("Services"), as set forth in more detail in Exhibit "A," attached hereto and incorporated herein for all purposes.

2. Term. This Agreement begins on June 1, 2025 ("Effective Date") and expires on May 31, 2030 ("Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term"). City will have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to one (1) two-year renewal option ("Renewal Term").

3. Compensation.

3.1 The Vendor acknowledges that this is a non-exclusive agreement and there is no guarantee of any specific amount of work. Further, Vendor recognizes that the amount stated below in Section 3.2 is the total amount of funds available, collectively, for any Vendor that enters into an agreement with the City under the relevant Mayor and Council ("M&C") Communication and that once the full amount has been exhausted, whether individually or collectively, Vendor will not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

3.2 The maximum compensation amount allowed under this non-exclusive Agreement will be up to \$15,000,000.00 for Year 1 of the initial term, \$17,250,000.00 for Year 2 of the initial term, \$19,837,500.00 for Year 3 of the initial term, \$22,813,125.00 for Year 4 of the initial term, \$26,235,094.00 for Year 5 of the initial term. In the event City opts to renew the Agreement, the maximum compensation amount allowed is up to \$30,170,358.00 for Year 1 of the Renewal Term, and \$34,695,911.00 for Year 2 of the Renewal Term.

3.3 Following the award of this Agreement, additional products and services of the same general category that could have been encompassed in the award, and that are not already made a part of the Agreement, may be added based on the discount provided on Vendor's bid response (if applicable) and price sheet provided with Vendor's bid response or a current quote provided from the Vendor.



3.4 The Parties may engage in multiple transactions under this Agreement. For each purchase made pursuant to this Agreement, Vendor must supply a quote and the quote must conform with the then-current pricing under the agreement or the discount provided on the Vendor's bid response if it is for an additional product and service of the same general category, as described above. If the City accepts the quote and places the order, that quote shall be considered an addendum to this agreement but is not required to be filed in the City records. The Parties will maintain all quotes for the 3-year Audit period included herein.

3.5 City will pay Vendor in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code) and provisions of this Agreement, including Exhibit "B," which is attached hereto and incorporated herein for all purposes.

3.6 Vendor will not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

4. Termination.

4.1. Written Notice. City or Vendor may terminate this Agreement at any time and for any reason by providing the other party with 30 days' written notice of termination.

4.2 Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and this Agreement will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

4.3 Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, City will pay Vendor for services actually rendered up to the effective date of termination and Vendor will continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Vendor will provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event Vendor has received access to City Information or data as a requirement to perform services hereunder, Vendor will return all City provided data to City in a machine-readable format or other format deemed acceptable to City.

5. Disclosure of Conflicts and Confidential Information.

5.1 Disclosure of Conflicts. Vendor hereby warrants to City that Vendor has made full disclosure in writing of any existing or potential conflicts of interest related to Vendor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Vendor hereby agrees immediately to make full disclosure to City in writing.

5.2 Confidential Information. Vendor, for itself and its officers, agents and employees, agrees that it will treat all information provided to it by City ("City Information") as confidential and will not disclose any such information to a third party without the prior written approval of City.

5.3 **Public Information Act.** City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked Confidential or Proprietary, City will promptly notify Vendor. It will be the responsibility of Vendor to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

5.4 **Unauthorized Access.** Vendor must store and maintain City Information in a secure manner and will not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Vendor must notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Vendor will, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and will fully cooperate with City to protect such City Information from further unauthorized disclosure.

6. **Right to Audit.** Vendor agrees that City will, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City will have access during normal working hours to all necessary Vendor facilities and will be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City will give Vendor reasonable advance notice of intended audits.

7. **Independent Contractor.** It is expressly understood and agreed that Vendor will operate as an independent contractor as to all rights and privileges and work performed under this Agreement, and not as agent, representative or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement, Vendor will have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, Vendors, and subcontractors. Vendor acknowledges that the doctrine of *respondeat superior* will not apply as between City, its officers, agents, servants and employees, and Vendor, its officers, agents, employees, servants, contractors, and subcontractors. Vendor further agrees that nothing herein will be construed as the creation of a partnership or joint enterprise between City and Vendor. It is further understood that City will in no way be considered a Co-employer or a Joint employer of Vendor or any officers, agents, servants, employees, contractors, or subcontractors. Neither Vendor, nor any officers, agents, servants, employees, contractors, or subcontractors of Vendor will be entitled to any employment benefits from City. Vendor will be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees, contractors, or subcontractors.

8. **Liability and Indemnification.**

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

8.2 GENERAL INDEMNIFICATION - VENDOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO VENDOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OR MALFEASANCE OF VENDOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.

8.3 INTELLECTUAL PROPERTY INDEMNIFICATION – VENDOR AGREES TO DEFEND, SETTLE, OR PAY, AT ITS OWN COST AND EXPENSE, ANY CLAIM OR ACTION AGAINST CITY FOR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE MARK, TRADE SECRET, OR SIMILAR PROPERTY RIGHT ARISING FROM CITY'S USE OF THE SOFTWARE AND/OR DOCUMENTATION IN ACCORDANCE WITH THIS AGREEMENT, IT BEING UNDERSTOOD THAT THIS AGREEMENT TO DEFEND, SETTLE OR PAY WILL NOT APPLY IF CITY MODIFIES OR MISUSES THE SOFTWARE AND/OR DOCUMENTATION. SO LONG AS VENDOR BEARS THE COST AND EXPENSE OF PAYMENT FOR CLAIMS OR ACTIONS AGAINST CITY PURSUANT TO THIS SECTION, VENDOR WILL HAVE THE RIGHT TO CONDUCT THE DEFENSE OF ANY SUCH CLAIM OR ACTION AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE AND TO SETTLE OR COMPROMISE ANY SUCH CLAIM; HOWEVER, CITY WILL HAVE THE RIGHT TO FULLY PARTICIPATE IN ANY AND ALL SUCH SETTLEMENT, NEGOTIATIONS, OR LAWSUIT AS NECESSARY TO PROTECT CITY'S INTEREST, AND CITY AGREES TO COOPERATE WITH VENDOR IN DOING SO. IN THE EVENT CITY, FOR WHATEVER REASON, ASSUMES THE RESPONSIBILITY FOR PAYMENT OF COSTS AND EXPENSES FOR ANY CLAIM OR ACTION BROUGHT AGAINST CITY FOR INFRINGEMENT ARISING UNDER THIS AGREEMENT, CITY WILL HAVE THE SOLE RIGHT TO CONDUCT THE DEFENSE OF ANY SUCH CLAIM OR ACTION AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE AND TO SETTLE OR COMPROMISE ANY SUCH CLAIM; HOWEVER, VENDOR WILL FULLY PARTICIPATE AND COOPERATE WITH CITY IN DEFENSE OF SUCH CLAIM OR ACTION. CITY AGREES TO GIVE VENDOR TIMELY WRITTEN NOTICE OF ANY SUCH CLAIM OR ACTION, WITH COPIES OF ALL PAPERS CITY MAY RECEIVE RELATING THERETO. NOTWITHSTANDING THE FOREGOING, CITY'S ASSUMPTION OF PAYMENT OF COSTS OR EXPENSES WILL NOT ELIMINATE VENDOR'S DUTY TO INDEMNIFY CITY UNDER THIS AGREEMENT. IF THE SOFTWARE AND/OR DOCUMENTATION OR ANY PART THEREOF IS HELD TO INFRINGE AND THE USE THEREOF IS ENJOINED OR RESTRAINED OR, IF AS A RESULT OF A SETTLEMENT OR COMPROMISE, SUCH USE IS MATERIALLY ADVERSELY RESTRICTED, VENDOR WILL, AT ITS OWN EXPENSE AND AS CITY'S SOLE REMEDY, EITHER: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE TO USE THE SOFTWARE AND/OR DOCUMENTATION; OR (B) MODIFY THE SOFTWARE AND/OR DOCUMENTATION TO MAKE IT NON-INFRINGEMENT, PROVIDED THAT SUCH MODIFICATION DOES NOT MATERIALLY ADVERSELY AFFECT CITY'S AUTHORIZED USE OF THE SOFTWARE AND/OR DOCUMENTATION; OR (C) REPLACE THE SOFTWARE AND/OR DOCUMENTATION WITH EQUALLY SUITABLE, COMPATIBLE, AND FUNCTIONALLY EQUIVALENT NON-INFRINGEMENT SOFTWARE AND/OR DOCUMENTATION AT NO ADDITIONAL CHARGE TO CITY; OR (D) IF NONE OF THE FOREGOING

ALTERNATIVES IS REASONABLY AVAILABLE TO VENDOR TERMINATE THIS AGREEMENT, AND REFUND ALL AMOUNTS PAID TO VENDOR BY CITY, SUBSEQUENT TO WHICH TERMINATION CITY MAY SEEK ANY AND ALL REMEDIES AVAILABLE TO CITY UNDER LAW.

9. Assignment and Subcontracting.

9.1 Assignment. Vendor will not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee will execute a written agreement with City and Vendor under which the assignee agrees to be bound by the duties and obligations of Vendor under this Agreement. Vendor will be liable for all obligations of Vendor under this Agreement prior to the effective date of the assignment.

9.2 Subcontract. If City grants consent to a subcontract, the subcontractor will execute a written agreement with Vendor referencing this Agreement under which subcontractor agrees to be bound by the duties and obligations of Vendor under this Agreement as such duties and obligations may apply. Vendor must provide City with a fully executed copy of any such subcontract.

10. Insurance. Vendor must provide City with certificate(s) of insurance documenting policies of the following types and minimum coverage limits that are to be in effect prior to commencement of any Services pursuant to this Agreement:

10.1 Coverage and Limits

(a) Commercial General Liability:

\$1,000,000 - Each Occurrence
\$2,000,000 - Aggregate

(b) Automobile Liability:

\$1,000,000 - Each occurrence on a combined single limit basis

Coverage will be on any vehicle used by Vendor, or its employees, agents, or representatives in the course of providing Services under this Agreement. "Any vehicle" will be any vehicle owned, hired and non-owned.

(c) Worker's Compensation:

Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the Services are being performed

Employers' liability

\$100,000 - Bodily Injury by accident; each accident/occurrence
\$100,000 - Bodily Injury by disease; each employee
\$500,000 - Bodily Injury by disease; policy limit

10.2 General Requirements

- (a) The commercial general liability and automobile liability policies must name City as an additional insured thereon, as its interests may appear. The term City includes its employees, officers, officials, agents, and volunteers in respect to the contracted services.
- (b) The workers' compensation policy must include a Waiver of Subrogation (Right of Recovery) in favor of City.
- (c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage must be provided to City. Ten (10) days' notice will be acceptable in the event of non-payment of premium. Notice must be sent to the Risk Manager, City of Fort Worth, 100 Fort Worth Trail, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.
- (d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
- (e) Any failure on the part of City to request required insurance documentation will not constitute a waiver of the insurance requirement.
- (f) Certificates of Insurance evidencing that Vendor has obtained all required insurance will be delivered to the City prior to Vendor proceeding with any work pursuant to this Agreement.

11. Compliance with Laws, Ordinances, Rules and Regulations. Vendor agrees that in the performance of its obligations hereunder, it will comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Vendor of any violation of such laws, ordinances, rules or regulations, Vendor must immediately desist from and correct the violation.

12. Non-Discrimination Covenant. Vendor, for itself, its personal representatives, assigns, contractors, subcontractors, and successors in interest, as part of the consideration herein, agrees that in the performance of Vendor's duties and obligations hereunder, it will not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. **IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY VENDOR, ITS PERSONAL REPRESENTATIVES, ASSIGNS, CONTRACTORS, SUBCONTRACTORS, OR SUCCESSORS IN INTEREST, VENDOR AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM.**

13. Notices. Notices required pursuant to the provisions of this Agreement will be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY: City of Fort Worth Attn: Assistant City Manager 100 Fort Worth Trail Fort Worth, TX 76102 With copy to Fort Worth City Attorney's Office at the same address	To VENDOR: Pinnacle Petroleum, Inc. Liz McKinley, President 16651 Gemini Lane Huntington Beach, CA 92647
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14. Solicitation of Employees. Neither City nor Vendor will, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision will not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

15. Governmental Powers. It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

16. No Waiver. The failure of City or Vendor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein does not constitute a waiver of City's or Vendor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. Governing Law / Venue. This Agreement will be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

18. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

19. Force Majeure. City and Vendor will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it prevents or hinders the Party's performance, as soon as reasonably possible after the occurrence of the Force Majeure

Event, with the reasonableness of such notice to be determined by the City in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 13 of this Agreement.

20. Headings Not Controlling. Headings and titles used in this Agreement are for reference purposes only, will not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

21. Review of Counsel. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, including the attached exhibits.

22. Amendments / Modifications / Extensions. No amendment, modification, or extension of this Agreement will be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

23. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

24. Warranty of Services. Vendor warrants that its services will be of a high quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Vendor's option, Vendor will either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Vendor for the nonconforming services.

25. Immigration and Nationality Act. Vendor must verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Vendor will provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor must adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. **VENDOR WILL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR AGENTS.** City, upon written notice to Vendor, will have the right to immediately terminate this Agreement for violations of this provision by Vendor.

26. Ownership of Work Product. City will be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation that are created, published, displayed, or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City will be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product will inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product will be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Vendor hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret,

and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

27. Signature Authority. The person signing this Agreement hereby warrants that they have the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by any authorized representative of Vendor. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

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

29. No Boycott of Israel. **If Vendor has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply.** Vendor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. **By signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.**

30. Prohibition on Boycotting Energy Companies. Vendor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. **To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

31. Prohibition on Discrimination Against Firearm and Ammunition Industries. Vendor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.**

32. Electronic Signatures. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

33. Entirety of Agreement. This Agreement contains the entire understanding and agreement between City and Vendor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(signature page follows)

(remainder of this page intentionally left blank)

ACCEPTED AND AGREED:

CITY OF FORT WORTH: By: <u><i>Valerie Washington</i></u> Valerie Washington (Apr 17, 2025 15:51 CDT) Name: Valerie Washington Title: Assistant City Manager Date: <u>04/17/2025</u> APPROVAL RECOMMENDED: By: <u><i>Marilyn Marvin</i></u> Name: Marilyn Marvin Title: Property Management Department Director ATTEST: By: <u><i>Jannette Goodall</i></u> Name: Jannette Goodall Title: City Secretary 	CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: <u><i>Denise Garcia</i></u> Denise Garcia (Apr 15, 2025 09:59 CDT) Name: Denise Garcia Title: Purchasing Manager APPROVED AS TO FORM AND LEGALITY: By: <u><i>Andrea Phillips</i></u> Name: Andrea Phillips Title: Assistant City Attorney CONTRACT AUTHORIZATION: M&C: 25-0066 M&C Approved: 1/28/2025 Form 1295: 2024-1252315
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VENDOR: <i>Pinnacle Petroleum, Inc.</i> By: <u><i>Liz McKinley</i></u> Liz McKinley (Apr 10, 2025 09:56 PDT) Name: Liz McKinley Title: President Date: <u>04/10/2025</u>

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

EXHIBIT A
SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

- 1.1 The Vendor will provide Motor and Aviation Fuels & Related Services including, but not limited to, finished motor gasoline, finished aviation gasoline, Kerosene-Type Jet Fuel, Distillate Fuel Oil for on-highway and off-highway diesel engines, Renewable Diesel, Biodiesel, and Diesel Exhaust Fluid. The City will purchase these products and services on an “as needed basis” for the Property Management Department.

2.0 DEFINITIONS

- 2.1 City: The City of Fort Worth
- 2.2 Deliverable: Any products, services, report, software, hardware, data, documentation, or other tangible item that the Successful Proposer is required to provide to the City under the terms of a Contract.
- 2.3 Successful Proposer or Awarded Vendor: The proposer(s) that are offered a contract by the City of Fort Worth.
- 2.4 OPIS: Oil Price Information Service (<https://www.opisnet.com/>)
- 2.5 Vendor: A Proposer or an individual, partnership or corporation that is responsible for the performance of services under a contract awarded by the City, a Successful Proposer.
- 2.6 Transport Load: 7,000 to 9,000 gallons
- 2.7 Tank Wagon Load: 100 to 5,999 gallons
- 2.8 Short Transport Load: 4,001 to 6,999 gallons
- 2.9 Bobtail Load: 0 to 4,000 gallons
- 2.10 B.P.: Boiling Point
- 2.11 Split Load: Delivery where the Vendor delivers fuel to multiple city locations in one trip.
- 2.12 Split Load Fee: A fee for a delivery where the Vendor delivers fuel to multiple city locations in one trip.

- 2.13 Pump off Fee: A fee for pumping fuel into an above ground tank.
- 2.14 Stick Reading: A stick reading is a measurement of the fuel or fluid in a tank that is obtained by inserting a marked measuring stick into the tank.
- 2.15 American Society for Testing and Materials (ASTM): is a standards organization that develops and publishes voluntary consensus technical international standards for a wide range of materials, products, systems and services.
- 2.16 The following definitions are provided to establish a common understanding of the scope of this Agreement. The source for these definitions is the Energy Information Administration, which provides energy statistics for the U.S. government through the Department of Energy (<http://www.eia.gov/>).
- 2.16.1 Biodiesel: Any liquid bio-fuel suitable as a diesel fuel substitute or diesel fuel additive or extender. Biodiesel fuels are typically made from oils such as soybeans, rapeseed, or sunflowers, or from animal tallow. Biodiesel can also be made from hydrocarbons derived from agricultural products such as rice hulls.
- 2.16.2 Conventional Gasoline: Finished motor gasoline not included in the oxygenated or reformulated gasoline categories.
- 2.16.3 Renewable Diesel: Hydrotreating (hydro processing hydrodeoxygenation) also called renewable diesel is a biomass- derived transportation fuel suitable for use in diesel engines. It meets the ASTM D975 specification in the United States and EN 590 in Europe.
- 2.16.4 Distillate Fuel Oil: A general classification for one of the petroleum fractions produced in conventional distillation operations. It includes diesel fuels and fuel oils. Products known as No. 1, No. 2, and No. 4 diesel fuel are used in on highway diesel engines, such as those in trucks and automobiles, as well as off-highway engines, such as those in railroad locomotives and agricultural machinery.
- 2.16.5 Finished Aviation Gasoline: A complex mixture of relatively volatile hydrocarbons with or without small quantities of additives, blended to form a fuel suitable for use in aviation reciprocating engines. Fuel specifications are provided in ASTM Specification D 910, and Military Specification MIL-G5572.
- 2.16.6 Finished Motor Gasoline: A complex mixture of relatively volatile hydrocarbons with or without small quantities of additives, blended to form a fuel suitable for use in spark-ignition engines. Motor gasoline, as defined in ASTM Specification D 4814 or Federal Specification VV-G-

1690C, is characterized as having a boiling range of 122° to 158° degrees Fahrenheit at the 10 percent recovery point to 365° to 374° degrees Fahrenheit at the 90 percent recovery point. Motor Gasoline includes conventional gasoline; all types of oxygenated gasoline, including gasohol; and reformulated gasoline, but excludes aviation gasoline. Finished motor gasoline includes all ethanol blended gasoline (e.g. E10, E85).

- 2.16.7 Kerosene-Type Jet Fuel: A kerosene-based product having a maximum distillation temperature of 400° degrees Fahrenheit at the 10-percent recovery point and a final maximum boiling point of 572° degrees Fahrenheit and meeting ASTM Specification D 1655 (Clear, No Additive) and Military Specifications MIL-T- 5624P and MIL-T-83133D (Grades JP-5 and JP-8). It is used for commercial and military turbojet and turboprop aircraft engines.
- 2.16.8 Oxygenated Fuels Program Reformulated Gasoline (OPRG): is reformulated gasoline which is intended for use in an oxygenated fuels program control area during an oxygenated fuels program control period.
- 2.16.9 Reformulated Gasoline (RFG): Finished motor gasoline formulated for use in motor vehicles, the composition and properties of which meet the requirements of the reformulated gasoline regulations promulgated by the U.S. Environmental Protection Agency under Section 211(k) of the Clean Air Act. This category includes oxygenated fuels program reformulated gasoline (OPRG) but excludes reformulated gasoline blend-stock for oxygenate blending (RBOB).
- 2.16.10 Diesel Exhaust Fluid (DEF): commonly referred to as AdBlue in Europe and standardized as ISO 22241 is an Aqueous Urea Solution made with 32.5% high-purity urea (AUS 32) and 67.5% deionized water. DEF is used as a consumable in selective catalytic reduction (SCR) in order to lower NOx concentration in the diesel exhaust emissions from diesel engines.

3.0 COST

- 3.1 Benchmark Index Pricing - To determine pricing a formula will be utilized, consisting of a Benchmark Index and a Market Differential. Descriptions of the components of this price formula are provided below.

3.1.1 Benchmark Index

- 3.1.1.1 The City utilizes a benchmark index to establish a verifiable baseline fuel price per gallon. The benchmark index will be based on data provided by the Oil Price Information Service (OPIS) for Diesel and Unleaded. Specifically, the OPIS Contract Benchmark File for Dallas Metro Texas will be utilized to establish the

benchmark for each Rack market, and the 10:00 A.M. Eastern Standard Time (EST) Contract Rack Average prices for each fuel product will be the benchmark index. The OPIS Contract Benchmark File for Dallas Metro Texas is a snapshot of the Rack Average Vendor posting in each OPIS rack market at approximately 10:00 A.M. (EST) each day, including Saturday, but excluding Sunday. The snapshot includes all price moves from 6:00 P.M. (EST) the prior day up until the price file is frozen at approximately 10:00 A.M. (EST). The snapshot includes the prompt payment discounts offered by Vendors. The City prefers to utilize PLATTS Gulf Coast benchmark pricing for Jet-A fuel. If the vendor is proposing to use a different benchmark pricing for Jet-A, the benchmark pricing reports must be provided to the City on the date of each delivery.

3.1.1.2 **Dallas Metro Texas Net Rack Average** The benchmark index to be utilized for this agreement is based on the date of fuel delivery to the City.

3.1.2 Market Differential

3.1.2.1 The Market Differential set by the Vendor for each Rack market that Vendor is capable of providing motor and aviation fuels & related products and services for. The Market Differential is a four-digit decimal numerical value that is added to or subtracted from the benchmark index for a given fuel product by the Rack market. The Market Differential includes all cost and profit components determined by the Vendor, but should exclude any applicable taxes (see Taxes below) and delivery charges to the City (see Delivery/Freight below). Contract Market Differential prices are firm for the term of the contract except that price revisions will be permitted in accordance with the City of Fort Worth terms set forth herein. New differential pricing shall be commensurate with existing rack market differential pricing for the region whenever possible. This pricing is in connection with the Benchmark Index pricing.

3.1.3 Taxes

3.1.3.1 The City of Fort Worth may be a tax-exempt organization regarding federal, state, and/or local taxes on motor and aviation fuels & related products and services. It is the Vendor's responsibility to accurately assess, collect and remit to any taxing authority any fuel taxes after determination by the City of its tax-exempt status regarding any and all taxes on motor and aviation fuels & related products and services.

3.1.3.2 The price for fuels will be increased by the amount of any after-imposed tax, unless the legislative, judicial or administrative act says otherwise, or if the Vendor states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and become effective upon such written notice. "After-imposed tax" means any new or increased Federal, State and Local excise tax or duty, except social security or other employment taxes, on fuel purchased using this agreement which the Vendor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the effective date of the agreement.

3.1.3.3 The price for fuels will be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized. "After-relieved tax" means any amount of Federal, State and Local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased using this agreement for which the Vendor is not required to pay or bear the burden of, or for which the Vendor obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the effective date of the agreement.

3.1.3.4 In accordance with IRS notice 88-30, the City of Fort Worth falls into the guidelines outlined in this section are exempt from paying a federal excise tax on diesel and/or aviation fuel. The City of Fort Worth, if applicable, will sign a certificate of exemption, to be maintained on file with the Vendor for the duration of the agreement.

3.1.4 Delay Time

3.1.4.1 Delay time is defined as the period of time in hours, or part thereof, that a delivery truck has to wait before it can deliver its load. Delay time will be charged on a rate per hour in 15- minutes increments.

3.1.5 Special Allowances

3.1.5.1 Any special allowances are not included in the price. However, if the Vendor extends such allowances during the term of the contract to Federal, State, Local Governments or to commercial users in the normal course of doing business, such allowances will also be available to the City in the maximum amount extended to others who contract to purchase fuel under similar contractual terms and conditions.

- 3.2 Special Offers/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Vendor(s) may conduct sales promotions involving price reductions for a specified lesser period. Vendor(s) may offer the City competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
- 3.3 Additional Pricing/Fees
 - 3.3.1 Any additional pricing/fees associated with delivery of products including short load, split load charges must be included in Exhibit B, Payment Schedule.
 - 3.3.2 If Vendor charges an administrative fee for bobtail/wagon load fuel deliveries, the administrative fee per gallon must be included in Exhibit B, Payment Schedule and broken into the following structure of delivery gallons: 500 or less; 501 to 1,000; 1,001 to 1,500; 1,501 to 2,000; and 2,001 to 4,000. All Transports and/or Short Transports (4,001 to 9,000-gallon deliveries) will NOT incur the bobtail/wagon load administrative fee.
 - 3.3.3 Freight should be determined based on the closest terminals to the City's requested destination.

4.0 OPIS LICENSING

- 4.1 The City has selected the OPIS Net Contract Rack pricing for Dallas Metro, Texas for diesel and unleaded deliveries. The Rack Average is the price index benchmark for settlement under this contract. Vendors must be aware that OPIS prices are protected under strict copyright agreements and forwarding printed or electronic OPIS price reports is a violation of federal copyright law. It is highly encouraged that both Vendors and purchasers of fuel tied to OPIS pricing subscribe to OPIS to verify the prices that are used in fulfilling this contract.

5.0 ADDITIONAL PRODUCTS, QUALITY, AND SERVICES

- 5.1 The product quality must meet and/or exceed Federal and state Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA), attainment, and nonattainment area guidelines. The Clean Air Act requires EPA to regulate fuels and fuel additives for use in motor vehicle, motor vehicle engine, or nonroad engine or nonroad vehicle if such fuel, fuel additive or any emission products causes or contributes to air or water pollution that may endanger the public health or welfare. EPA must also address emission products of such fuel or fuel additives that may impair any emission control devices used on vehicles or engines to reduce harmful emissions. All petroleum products and services offered will be the sole responsibility of the Vendor.

- 5.2 Gasoline regulations are under 40 CFR Part 80 (“Regulation of Fuels and Fuel Additives”): subparts A (general provisions, applying to all 40 CFR Part 890 fuels programs), B (controls and prohibitions), C (oxygenated gasoline), D & E (reformulated gasoline), G (detergent gasoline program), H & O (gasoline sulfur) and J & L (gasoline toxics).
- 5.3 All gasoline and diesel motor vehicle fuel additives are required to be registered in accordance with the regulations at 40CFR 79. Gasolines are required to contain detergent additives which have been certified in accordance with the regulations at 40 CFR 80, Subpart G.
- 5.4 Lists of registered gasoline and diesel additives, and certified gasoline detergent additives, are available at [Registered Fuels & Fuel Additives Under 40 CFR Part 79](#). The regulations are available from the Government Printing Office's GPO Access Service at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.
- 5.5 Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, alternative pricing will be negotiated that does not include cost plus a percentage of cost or pricing based on time and materials. Products and services provided in a situation where the City is eligible for federal funding, Vendor is subject to and must comply with all federal requirements applicable to the funding.
- 5.6 The City reserves the right to add, delete and/or acquire fuel hedging fixed prices and/or consigned fuel for products/services (e.g. Collars, Call Options, Swaps) the Vendor can supply which are similar to, but not specifically called for in this agreement. The procedure for such acquisitions will be as follows:
 - 5.6.1 The City’s Property Management Department will obtain from the Vendor a letter (on their company letterhead) verifying the products/service to be added. The letter will include:
 - 5.6.1.1 Complete description of the item(s),
 - 5.6.1.2 Location (if applicable),
 - 5.6.1.3 City Secretary Contract Number and
 - 5.6.1.4 NYMEX based fixed unit price quotes (gal/\$) as well as differential price to the City (in a mutually agreed upon format) and the applicable contract period or term as requested.
 - 5.6.2 Upon receipt and approval by the City, the product/service will automatically become part of the contract.
 - 5.6.3 Upon approval, the Vendor will expeditiously arrange for execution of the transaction and issue a transaction confirmation for City and/or governmental agency execution evidencing the purchase.

5.7 Consigned Fuel Supply

5.7.1 For locations with onsite fueling stations the Vendor may provide consignment-based fuel services whereby the Vendor owns the fuel tanks that is billed once dispensed from the facility. The City must have a fuel control terminal on hand with proper connectivity to administer and record fueling and storage tanks must have tank monitoring systems with proper connectivity to report inventory levels. The Vendor will maintain adequate inventory levels per business rules mutually agreed upon with the City. A reconciliation or true-up process will occur periodically to ensure accuracy and accountability.

6.0 VENDOR RESPONSIBILITIES

- 6.1 The City of Fort Worth reserves the right, at its sole discretion, to change the list of fuel types covered either by the deletion of fuel types no longer needed or addition of other fuel types or fuel additives as may become necessary for the City. When a class, type or category of fuel is to be added to this agreement, the City of Fort Worth will supply specifications for such fuel to Vendor(s) on this agreement no less than fifteen (15) days in advance of the first request for pricing for such fuels.
- 6.2 All motor and aviation fuels & related products and services delivered under this agreement will meet or exceed the specifications and will not contain any foreign substances or water.
- 6.2.1 The Vendor must ensure every fuel delivery to the City of Fort Worth receives the best quality fuel or the vendor will be subject to drain tanks, clean tanks, and refuel with quality fuel.
- 6.3 Allocation - in the event of a fuel shortage and/or catastrophic conditions, the Vendor must be capable of providing fuel to the City of Fort Worth under this agreement. Vendor agrees that delivery of products covered by this agreement will be made in a priority manner for the City to the exclusion of non-governmental agencies during times of shortages and/or catastrophes.
- 6.4 Emergency Purchasing - in the event that an emergency or disaster is declared by the City according to applicable laws governing states of emergency and disasters requiring the prompt and immediate delivery of products or services, the City reserves the right to obtain such products or services at the City's discretion. Vendor(s) who are able to provide those products and services are to meet the needs of the emergency purchasing requirements including following any applicable laws, which will meet the needs of such emergency. When conditions allow (weather related) the City expects fuel deliveries for emergency equipment as soon as conditions are safe. Vendor will not be entitled to any claim or lost

profits for products or services procured from other sources pursuant to this paragraph.

- 6.5 If rental equipment is utilized, the rental equipment must be certified as legal transport carriers to transport fuel.
- 6.6 All products provided must be warrantied against all contaminants and/or water.
- 6.7 If there is a discrepancy between the purchase order and what is listed on the contract, it is the Vendor's obligation to seek clarification from the ordering agency.

7.0 ETHANOL, GASOLINE, AND E85 FUEL SPECIFICATIONS

7.1 Table #1

Property	Ethanol	Gasoline	E85
Chemical Formula	C ₂ H ₅ OH	C ₄ to C ₁₂ Hydrocarbons	C ₄ to C ₁₂ Hydrocarbons and Oxygenated Hydrocarbons
Main Constituents (% by weight)	52 C, 13 H, 35 O	85-88 C, 12-15 H	57 C, 13 H, 30 O
Octane (R+M)/2	98-100	87-94	95-97
Lower Heating Value (British thermal unit (BTU) per gallon)	76,300	116,900	83,600- 89,400
Gasoline Gallon Equivalence (v/v gasoline)	1.5	1	1.3-1.4
Miles per Gallon Compared to Gasoline	67%	—	73%
Reid Vapor Pressure (psi)	2.3	7-16	7-12
Ignition Point—Fuel in Air (%)	3-19	1-8	*
Temperature (approx.) (°F)	850	495	*
Specific Gravity (60/65°F)	0.794	0.72-0.78	0.78
Cold Weather Starting	Poor	Good	Good
Air-Fuel Ratio (by weight)	9	14.7	10
Hydrogen-Carbon Ratio	3.0	1.85	2.75-2.95
*Depends on hydrocarbon blending component properties.			

- 7.2 The E85 specifications above and below (7.1: Table #1, and 7.4: Table #3) represent ASTM D5798-07 Standard Specification for Fuel Ethanol for Automotive Spark Ignition Engines. But not limited to if proven by the federal government and/or TCEQ as no longer an approved Standard Specification.

7.3 Table #2

ASTM D5798-07 Standard Specification for Fuel Ethanol (Ed75-Ed85) for Automotive Spark- Ignition Engines			
Property	Value for Class		
ASTM Volatility Class	1	2	3
Ethanol Plus Higher Alcohols (minimum volume %)	79	74	70
Hydrocarbons (including denaturant) (volume %)	17-21	17-26	17-30
Vapor Pressure at 37.8°C kPa psi	38-59 5.5-8.5	48-65 7.0-9.5	66-83 9.5-12.0
Lead (maximum, mg/L)	2.6	2.6	3.9
Phosphorus (maximum, mg/L)	0.2	0.3	0.4
Sulfur (maximum, mg/kg)	210	260	300
All Classes			
Methanol (maximum, volume %)	0.5		
Higher Aliphatic Alcohols, C3-C8 (maximum volume %)	2		
Water (maximum, mass %)	1.0		
Acidity as Acetic Acid (maximum, mg/kg)	50		
Inorganic Chloride (maximum, mg/kg)	1		
Total Chlorine as Chlorides (maximum, mg/kg)	2		
Gum, Unwashed (maximum, mg/100 mL)	20		
Gum, Solvent-Washed (maximum, mg/100 mL)	5.0		
Copper (maximum, mg/100 mL)	0.07		
Appearance	Product will be visibly free of suspended or precipitated contaminants (will be clear and bright).		

7.4 Table #3 - Comparison of E10 Fuel Properties

Property	Ethanol	Gasoline
Chemical Formula	C ₂ H ₅ OH	C ₄ to C ₁₂ Hydrocarbons
Molecular Weight	46.07	100-105
Composition, weight % Carbon	52.2	85-88
Hydrogen	13.1	12-15

Oxygen	34.7	0
Relative Density, 60/60°F	0.794	0.69-0.793
Density, lb/gl@60°F	6.61	5.8-6.63
Lower Heating Value Btu/lb (British thermal unit (BTU) per gallon) @60°F	11,500 76,300	18,000-19,000 109,000-119,000
Boiling Temperature, °F	173	80-437
Freezing Point, °F	-173.4	-40
Vapor Pressure, psi	2.3	6-15
Blending Reid Vapor Pressure, psi	18	6-15
Octane (R+M)/2	112.5-115a/	87-94
Water Solubility, @70,°F Fuel in Water Vol % Water in Fuel Vol %	100 100	Negligible Negligible
Flash point, close cup, °F	55	-45
Autoignition Temperature, °F	~793	~495
Flammability limits, Vol % Lower Higher	4.3 19.0	1.4 7.6
Latent Heat of Vaporization Btu/lb @ 60 °F Btu/gal @ 60°F	396 2,378	~150 ~900
Stoichiometric Air/Fuel Ratio, Weight	9.00	14.7

Note: Values shown are typical octane blending values for ethanol as reported. Octane blending values vary with oxygenate concentration, base fuel octane and composition.

- 7.5 The above specifications may vary slightly depending on the Vendor and manufacturer of fuel. Any variance from the above or below specifications must be approved by the City of Fort Worth Property Management Department- Fuel Manager, or designee. It will contain additive package and corrosion inhibitors, but not limited to; if proven by the federal government and/or TCEQ as no longer an approved additive or corrosion inhibitor. If product package and/or corrosion inhibitor is changed or altered, the new formulation must meet and/or exceed the federal government and/or TCEQ approved formulation standards.

8.0 GENERAL PRODUCT REQUIREMENTS

- 8.1 It is anticipated that the (TxLED) Ultra Low Emission Diesel #1, #2, Red Dyed Diesel, and/or Biodiesel to be furnished will fall within the broad specifications listed below. If the Diesel does not fall within these specifications, the variances will be notified in writing and the City of Fort Worth reserves the right to accept or reject the product if the variances are considered excessive.

- 8.2 In addition, it is the intent of City of Fort Worth to purchase (TxLED) Ultra Low Emission Diesel #1, #2, Red Dyed Diesel and/or (SME) Soy- Methyl-Ester, a virgin vegetable oil blend stock bio-diesel/TxLED blend, meeting ASTM D 6751 and BQ9000 furnished by the Vendor and will be same grade reformulated (TxLED) Ultra Low Emission Diesel offered through the Vendor's regular retail outlet.
- 8.3 The Texas Ultra Low Emission Diesel will contain same additive package, including, but not limited to ORYXE (OR-LED 2 and/or OR- LED 3 bio), if additive packages are proven by the federal government and/or Texas Commission of Environmental Quality (TCEQ) as no longer an approved additive. The Vendor will ensure the producer of the bio-diesel is complying with 30 Texas Administrative Code (TAC) 114.316(k) regarding sampling and testing requirements and complying with all federal government and/or TCEQ on approved additive packages.
- 8.4 Renewable Diesel is distinct from biodiesel. While renewable diesel is chemically similar to petroleum diesel, biodiesel is a mono-alkyl ester, which has different physical properties and hence different fuel specifications ([ASTM D6751](#) and EN 14214). The two fuels are also produced through very different processes. While biodiesel is produced via [transesterification](#), renewable diesel is produced through various processes such as hydrotreating (isomerization), gasification, pyrolysis, and other thermochemical and biochemical means. Moreover, biodiesel is produced exclusively from lipids (such as vegetable oils, animal fats, grease, and algae), whereas renewable diesel is produced from lipids and cellulosic biomass (such as crop residues, woody biomass, and dedicated energy crops).

8.5 Table #5

Properties	Petro diesel	Biodiesel	Renewable Diesel
Cetane#	40-55	50-65	75-90
Energy Density, MJ/kg	43	38	44
Density, g/ml	0.83-0.85	0.88	0.78
Energy Content, BTU/gal 129 K	129 K	118 K	123 K
Sulfur	<10 ppm	<5 ppm	<10 ppm
NOx Emission	Baseline	+10	-10 to 0
Cloud Point, C	-5	20	-10
Oxidative Stability	Baseline	Poor	Excellent

Cold Flow Properties	Baseline	Poor	Excellent
Lubricity	Baseline	Excellent	Similar

8.6 Table #6 – Renewable Diesel

Analysis of REG-9000/RHD					
Property	Value	ASTM D975 No. 2-D Limit	REG- 9000® Limit*	Units	Test Method (current revision)
Cloud point:	-14	Report	Report	°C	D5771
Water & Sediment:	<0.05	0.05, max	0.05, max	% volume	D2709
Conductivity:	77	25, min	25, min	pS/m	D2624
Appearance:	Clear & Bright	Clear & Bright	Clear & Bright	N/A	D4176, Procedure 1
API Gravity @ 60°F:	49.3	N/A	Report	N/A	D4052
Specific gravity @ 60°F:	0.7828	N/A	Report	N/A	D4052
Flash point:	67.1	52, min	52, min	°C	D93A
Total Sulfur:	<1	15, max	2, max	ppm (mg/kg)	D5453
Ramsbottom Carbon:	0.04	0.35, max	0.35, max	% mass	D524
Ash:	<0.001	0.01	0.01	% mass	D482
Kinematic Viscosity at 40 °C:	3.2	1.9 – 4.1	1.9 – 4.1	mm ² /sec	D445
Copper Corrosion (3 hrs. at 50 °C):	1a	No. 3	No. 1b	N/A	D130
Distillation Temperature, at 90%:	301	282 – 338	282 – 338	°C	D86
Cetane Index:	96	40, min	65, min	N/A	D4737, Procedure A

9.0 DIESEL FUEL COMPONENT SPECIFICATIONS

9.1 Diesel #1 Kerosene based Diesel Clarification

9.1.1 Fungibles #1 - fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%) max., maximum sulfur content of (<15ppm) or less.

9.1.1.1 Components: Light hydrocarbon distillate – 60%, Kerosene – 40%, pour point improver – <15 PPM.

9.1.1.2 Flammable properties: Flash point – 100 to 162 degrees F, autoignition temp. 220°C to (428 degrees F), explosive limits by % volume in air – lower 0.4/upper 8%.

9.1.1.3 Boiling point – 380 degrees, specific gravity (H2O=1) –0.83 (AIP) 38.5, insoluble in water, vapor pressure @ 20 degrees C MMHG: N/AV, volatile by volume – 100%.

9.1.2 Fungibles #2 - fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%) max., maximum sulfur content of (<15ppm) or less.

9.1.2.1 Components: Petroleum distillates –100%, pour point improver <15 PPM.

9.1.2.2 Flammable properties: Flash point – 125 to 190 degrees F, autoignition temp. 257.2°C to (495 degrees F), explosive limits by % volume in air – lower 0.4/upper 8%.

9.1.2.3 Boiling point – 325 to 700°F degrees, specific gravity 0.84 to 0.93 (H2O=1) @ 60°F, insoluble in water, vapor pressure <0.7kPa (<5.2 mm Hg @ 20 degrees C, vapor density 3 (Air =1), volatility negligible, evaporation rate 0.02.

9.2 Blend of specs 9.1.1 and 9.1.2 (70/30 blend) Diesel Clarification

9.2.1 Fungible #1 - split load 70/30 blend (DF#2-70%/DF#1-30%) fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%) max., maximum sulfur content of (<15ppm) or less.

9.2.1.1 Pricing on 70/30 blend will be based on the DF#1-30%. (70%-#2 Dallas Metro Texas average rack price and 30%-#1 Dallas Metro Texas average rack price for date of delivery).

9.3 Standard Diesel Clarification

9.3.1 Fungible #2 - split load DF/BIO-DF blend (DF#2 - #00%/BIO#00%) fuel oil distillate with a minimum cetane number of 48 and aromatics content

(10%) max., maximum sulfur content of (<15ppm) or less. The City will accept up to 5% of bio diesel in the diesel fuel.

- 9.4 The above specifications may vary slightly depending on the Vendor and manufacturer of fuel. Any variance from the above specifications must be approved in writing by the City of Fort Worth.

10.0 JET-A AVIATION FUEL REQUIREMENTS (GRADE 54)

PROPERTIES	ASTM	SPECS	NOTES
ACIDITY, TOTAL MG KOH/G	MAX	D874	0.1
AROMATICS, VOL %	X	D1319	22 A
MERCAPTAN SULFUR, WT. %	X	D3227	0.003
SULFUR, TOTAL WT. %	X	D4294	0.3
DISTILLATION		D96	
10% RECOVERED F	MAX		400
50% RECOVERED F			REPORT
95% RECOVERED F			REPORT
END POINT	MAX		572
DISTILLATION RESIDUE, VOL%	X		1.5
DISTILLATION LOSS, VOL%	X		1.5
FLASH POINT, F		D58	104 MIN.° B
GRAVITY, API @ 60° F	MAX	D4052	37-51
FREEZING POINT, C	MAX	D2346	40
VISCOSITY, -4° F CST	MAX	D445	8
NET HEAT OF COMBUSTION, BTU/LB.	MIN	D1406	18,400 C

COMBUSTION PROPERTIES:

ONE OF THE FOLLOWING REQUIREMENTS MUST BE MET:

1. LUMINOMETER NO., OR	MIN	D1740	45
2. SMOKE POINT, OR	MIN	D1322	25
3. SMOKE POINT AND	MIN	D1322 & D1840	19
NAPHTNALENES VOL%	MAX		3.0
CORROSION, COPPER STIP, 2 HRS. @ 212° F	MAX	D130	NO.1

THERMINAL STABILITY:

PROPERTIES	ASTM	SPECS	NOTES
<i>FILTER PRESSURE DROP (MNHG)</i>	<i>MAX</i>	<i>D3241</i>	<i>25 E</i>
TUBE DEPOSIT LESS THAN			CODE 3
EXISTENT GUM MAX, MG/100ML	MAX	D391	7.0
<u>WATER REACTION:</u>		D1024	
SEPARATION RATING	MAX		+2
INTERFACE RATING	MAX		18
ADDITIVES			F
APPEARANCE			G
COLOR, SAYBOLT	MIN	D156	15
WSIM	MIN	D3948	85
CONDUCTIVITY (PS/M)		REPORT	

11.0 JET-A AVIATION TURBINE FUEL REQUIREMENTS

PHYSICAL PROPERTIES:

BOILING POINT: 572° F (300° C) POUR POINT: ND
 SPECIFIC GRAVITY: 0.7753- 0.8398 PH: Essentially Neutral
 MELTING POINT: ND FREEZING POINT: -40°F (-40°C)
 % VOLATILE: ND APPEARANCE/ODOR: Pale Yellow, Clear
 Liquid with Kerosene-Like Odor
 Vapor Pressure: Very Low Evaporation Rate (Water): Very Low
 Flash Point: 100° F (37.8°C) Tag Closed Cup
 Vapor Density 5.7(Approximate): Autoignition Temperature: 410°F (210° C) Viscosity: 8
 CST Flammability Limits in Air: (% By Vol.) Lower: 0.7
 % Solubility in Water: Negligible
 Flammability Limits in Air: (% By Vol.) Upper: 5 Octanol/Water Partition Coefficient:
 ND

PROPERTIES	ASTM	SPECS	NOTES
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COMPOSITION

ACIDITY, TOTAL MG KOH/G	MAX	D1655	0.1
AROMATICS, VOL %	MAX	D1655	25
MERCAPAN SULFER, WT.%	MAX	D1655	0.003
SULFER, TOTAL WT.%	MAX	D1655	0.3
DOCTOR TEST (N=NEGATIVE)			N

PROPERTIES	ASTM	SPECS	NOTES
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DISTILLATION

10% RECOVERED	F		400°F (204.4°C)
20% RECOVERED	F		
50% RECOVERED	F		REPORT
90% RECOVERED	F		REPORT
FINAL B.P. POINT	F	MAX	D1655 572°F (300°C)
DISTILLATION RESIDUE, VOL%		MAX	1.5
DISTILLATION LOSS, VOL%		MAX	1.5
FLASH POINT, F		D1655	100°F (37.8°C)
GRAVITY, API@ 60°F		MAX	D1655 37-51
RELATIVE DENSITY (@15.5°)			0.7753-0.8398
FREEZING POINT, C		MAX	D1655 -40°F (-40°C)
VISCOSITY, -4° F CST		MAX	D1655 8
NET HEAT OF COMUSTION, BTU/LB.		MIN	D1655 18,400(42.8 MJ/KG)

COMBUSTION PROPERTIES

ONE OF THE FOLLOWING REQUIREMENTS
MUST BE MET:

1. LUMINOMTER NO., OR	MIN	D1655	45
2. SMOKE POINT, OR	MIN	D1655	25
3. SMOKE POINT, AND	MIN	D1655	18
NAPHTNALENES VOL%	MAX		3.0

CORRSION, COPPER STRIP, 2 HRS. @ 212° F MAX D1655 NO.1

THERMAL STABILITY

A. JFTOT DELTA P MAXIMUM (MM HG) MAX D1655 25

B. JFTOT MAXIMUM TUBE COLOR CODE MAX D1655 <3

PROPERTIES	ASTM	SPECS	NOTES
<u>CONTAMINANTS</u>			
COKER TUBE COLOR CODE		D1655	3
EXISTENT GUM MAXIMUM (MG/I00ML)	MAX	D1655	7
PARTICULATE MAXIMUM (MG/I)	MAX	D1655	
WATER REACTION SEPARATION MAXIMUM	MAX	D1655	2
WATER REACTION INTERFACE MAXIMUM	MAX	D1655	LB.
WSIM MINIMUM		D1655	85 (Clear, No Additives)

NOTES: Minimum 104°F temperature applies at the origin location, minimum of 100°F will apply at destination.

- 11.1 Fuel over 20 volume % and not exceeding 25 volume % of aromatics is permitted provided the Vendor notifies the purchaser of the volume, destination, and aromatic content at date of such shipment.
- 11.2 ASTM Method D56 is the preferred method. In case of dispute, ASTM method D56 will apply.
- 11.3 Use for Jet-A the value calculated from table 8 on EOS 5 and 8 in ASTM method D1405. Test ASTM method D2382 may be used as an alternative. In case of dispute ASTM method D2382 must be used.
- 11.4 Thermal stability test will be conducted for 2.5 hours at a control temperature of 250°C but if the requirements of the above specification are not meet met, the test may be conducted for 2.5 hours at a controlled temperature of 245°C results of both test temperature will be reported by the visual, method: A rating by the tube deposit rating (TDR) optical density is desirable, but not mandatory.
- 11.5 No additives other than ANTI-OXIDANTS AND METAL DEACTIVATORS as set forth in ASTM D1655.

11.6 Products will be clear and bright and free of suspended water sediment.

11.7 Products will meet military Jet Specifications as specified in ASTM.

11.8 SPECIAL NOTES:

11.8.1 The above specifications may vary slightly depending on the Vendor and manufacturer of Jet-A Aviation fuel. Any variance from the above specifications must be approved by the City. Proposers must submit the specifications on the variance along with the MSDS sheets to the City for review and approval. **Required fuel must meet the latest revision of Jet-A fuel ASTM D1655.**

12.0 LEGISLATION INFORMATION

12.1 This agreement requires that as legislation, both state and federal, governing the content characteristics and /or standards of Conventional Gasoline (including RVP during summer months), Ethanol Blended Gasoline (E85 and E10), Reformulated Gasoline, Oxygenated Gasoline, Diesel, Renewable Diesel, Red Dyed Diesel, Diesel #1, #2, and/or Biodiesel fuel, Aviation Gasoline (Jet-A), Kerosene-Type Jet Fuel, and Diesel Exhaust Fluid could be modified that the providing Vendor will deliver product that complies with the modified legislation.

12.2 Fuel additive packages, fuel conditioners, stabilizers and/or hi-flash hi-flo anti-icing aviation fuel additive purchased through this contract must be approved and comply with the most recent modified legislation for the state or region receiving the product mentioned herein.

13.0 ORDER PLACEMENT

13.1 The City of Fort Worth Property Management Department- Fuel Services Division will be the contact for all City of Fort Worth fuel purchases.

13.2 Orders will be placed by email, requesting specific delivery dates and sites. A purchase order will be issued at that time.

14.0 DELIVERY

14.1 Deliveries will be made to the various sites Monday through Friday, according to the hours of operation for that site unless an emergency situation should develop. Emergency contact after 5:00 PM will be provided to the successful Vendor(s).

14.2 The bill of lading from the terminal or metered delivery ticket for the bobtails will be provided by the vendor at the time of delivery.

14.3 Title and risk of loss of fuel will not pass to buyer until buyer actually receives the

bill of lading from the terminal and takes possession of fuel at the point of delivery.

- 14.4 Title and risk of loss of Jet-A Aviation Fuel will not pass to the buyer until buyer actually receives the bill of lading from the terminal and take possession of Jet- A Aviation Fuel at the point of delivery.
- 14.5 Deliveries of fuel under this contract are subject to testing, to ensure compliance with specifications. All tests will be made as per method by the American Society of Testing Materials, unless otherwise specified. When the test analysis shows fuel meeting specification, the City will pay for said test. When test analysis shows fuel does not meet specification, contractor will pay for said test. In addition, contractor agrees to be liable for all charges necessary to satisfactorily bring contaminated tanks within limits, pump out fuel and replace as necessary.
- 14.6 Deliveries of Jet-A Aviation Fuel under this agreement are subject to test to insure compliance with these specifications. All tests will be made as per method used by the American Society of Testing Materials unless otherwise specified. Vendor will pay for analysis test. In addition, the Vendor agrees to be liable for any charges necessary to bring contaminated tanks within limits, pump fuel out and replace as necessary.

15.0 DELIVERY LOCATIONS

- 15.1 The following table includes the primary delivery locations throughout the City of Fort Worth.

#	Site	Address	Tank Type	Fuel Type	# Of Tanks	Tank Size (Gallons)
1	James Avenue Service Center	5021 James Avenue Fort Worth, Texas 76115	UST	UNL	2	20,000
				DSL	3	20,000
2	Brennan Street Service Center	2500 Brennan Ave. Fort Worth, Texas 76106	AST	UNL	2	250
				DSL	1	2,000
3	Water Service Center	2201 W. Daggett St. Fort Worth, Texas 76104	AST	DSL	1	10,000
					1	12000
4	Southside Service Center	4100 Columbus Tr. Fort Worth, Texas 76133	UST	UNL	1	10,000
				DSL	2	10,000
5	Southeast Service Center	5000 Martin Luther King Fwy. Fort Worth, Texas 76119	AST	UNL	1	12,000
				DSL	1	12,000
6	North Service Center	317 Hillshire Drive Fort Worth, Texas 76052	UST	UNL	2	20,000
			UST	DSL	2	20,000
			AST	DEF	1	550

7	Police Heliport	310 Gulfstream Rd. Fort Worth, TX 76106	AST	Jet A	1	12,000
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16.0 ADDITIONAL DELIVERY SITES

16.1 ALL ADDITIONAL DELIVERY SITES HAVE (250, 500, 550, 1000, AND 2000) GALLON TANKS.

16.2 During regular operations, the inventory delivered to the James Avenue Service Center and North Service Center is transferred to additional locations. Only in case of an emergency will the City of Fort Worth request delivery to additional site locations listed in Section 16.4. Unless specifically requested by the Property Management Fleet Fuel Manager, or their designee, delivery to the additional locations will not be allowed. The City will not be responsible for payment for unauthorized deliveries.

16.3 The City of Fort Worth reserves the right to add and/or delete delivery sites during the course of this agreement.

16.4 Additional Site Locations are as follows:

#	Site	Address	Tank Type	Fuel Type	# Of Tanks	Tank Size (Gallons)
1	Meacham Airport	201 American Concourse Fort Worth, TX 76106	AST	DSL	1	375
2	Meadowbrook Golf Course	1815 Jenson Rd. Fort Worth, TX 76112	AST	UNL DSL	1 1	500 500
3	Sycamore Creek Golf Course	401 Martin Luther King Jr Fwy, Fort Worth, TX 76104	AST	UNL	1	600
4	Pecan Valley Golf Course	6400 Pecan Valley Dr. Fort Worth, TX 76132	AST	UNL DSL	1 1	500 500
5	Rockwood Park Golf Course	1851 Jacksboro Hwy. Fort Worth, TX 76114	AST	UNL DSL	1 1	500 500
6	Park and Recreation Department North District Service Center	1700 Brennan Ave. Fort Worth, TX 76106	AST	DSL	1	2,000
7	Park and Recreation Department East District Center	2300 Avenue H Fort Worth, TX 76105	AST	DSL	1	2,000

8	Village Creek Waste Water Treatment Plant	4500 Wilma Ln. Arlington, TX 76012	AST AST	UNL DSL	1 1	3,000 3,000
9	Fire Station #01	120 N. Pecan Street Fort Worth TX, 76102	AST	DSL	1	500
10	Fire Station #02	1000 Cherry St. Fort Worth, TX 76102	AST	DSL	1	2,000
11	Fire Station #03	4700 Ramey Ave., Fort Worth, TX 76105	AST	DSL	1	500
12	Fire Station #04	2954 Old Mansfield Rd. Fort Worth, TX 76119	AST	DSL	1	500
13	Fire Station #05	850 Irma Street Fort Worth, TX 76104	AST	DSL	1	1,000
14	Fire Station #07	925 Morrison Dr. Fort Worth, TX 76120	AST	UNL DSL	1 1	500 500
15	Fire Station #08	1101 12th Ave. Fort Worth, TX 76104	AST	DSL	1	1,000
16	Fire Station #09	2575 Polaris Dr. Fort Worth, TX 76137	AST	DSL	1	500
17	Fire Station #11	1900 Texan Dr. Justin, TX 76247	AST	DSL	1	1,000
18	Fire Station #12	120 N.W. 22nd Street Fort Worth, TX 76164	AST AST	UNL DSL	1 1	500 500
19	Fire Station #13	5333 Lea Crest Ln. Fort Worth, TX 76135	AST	DSL	1	500
20	Fire Station #14	2737 Meadowbrook Dr. Fort Worth, TX 76103	AST	UNL DSL	1 1	550 500
21	Fire Station #15	3100 Azle Ave. Fort Worth, TX 76106	AST	DSL	1	500
22	Fire Station #16	5933 Geddes Ave. Fort Worth, TX 76107	AST	DSL	1	500
23	Fire Station #17	5151 Hemphill Street Fort Worth, TX 76115	AST	DSL	1	1,000
24	Fire Station #19	2613 Carnation Ave. Fort Worth, TX 76111	AST	DSL	1	500
25	Fire Station #20	901 Woodhaven Blvd. Fort Worth, TX 76112	AST	DSL	1	500
26	Fire Station #21	3501 South Hills Ave. Fort Worth, TX 76109	AST	DSL	1	500
27	Fire Station #22	4849 Wilbarger Street Fort Worth, TX 76119	AST	DSL	1	500
28	Fire Station #23	3201 Portales Dr. Fort Worth, TX 76116	AST	DSL	1	500

29	Fire Station #26	6124 S. Hulen Street Fort Worth, TX 76133	AST	DSL	1	500
30	Fire Station #27	2940 Precinct Line Rd. Fort Worth, TX 76118	AST	DSL	1	1,000
31	Fire Station #28	1300 Everman Parkway Fort Worth, TX 76140	AST	DSL	1	500
32	Fire Station #29	6400 Westcreek Dr. Fort Worth, TX 76133	AST	DSL	1	500
33	Fire Station #31	4209 Longstraw Dr. Fort Worth, TX 76137	AST	UNL DSL	1 1	550 550
34	Fire Station #32	10201 White Settlement Rd. Fort Worth, TX 76108	AST	DSL	1	550
35	Fire Station #33	14650 Statler Blvd. Fort Worth, TX 76155	AST	DSL	1	1,000
36	Fire Station #34	14101 Sendera Ranch Blvd. Haslet, TX 76052	AST	DSL	1	1,000
37	Fire Station #35	2201 Flight Line Rd. Fort Worth, TX 76177	AST	UNL DSL	1 1	1,000
38	Fire Station #36	5045 Columbus Trail Fort Worth, TX 76123	AST	DSL	1	500
39	Fire Station #37	4721 Ray White Rd. Keller, TX 76244	AST	DSL	1	500
40	Fire Station #38	13280 Park Vista Blvd. Keller, TX 76248	AST	DSL	1	1,000
41	Fire Station #39	7655 Oakmont Blvd. Fort Worth, TX 76132	AST	DSL	1	500
42	Fire Station #41	11400 Willow Springs Rd. Haslet, TX 76052	AST	DSL	1	1,000
43	Fire Station #42	450 E Rendon Crowley Rd. Burleson, TX 76028	AST	DSL	1	1,000
44	Fire Station #43	2200 Walsh Ranch Parkway Aledo, TX 76008	AST	DSL	1	1,000
45	Fire Station #45	1901 Quail Grove Dr. Fort Worth, TX 76177	AST	DSL	1	1,000
46	Will Rogers Memorial Center	3401 W Lancaster Ave. Fort Worth, TX 76107	AST	UNL DSL	1 1	500 500

17.0 DELIVERY/FREIGHT CHARGES

- 17.1 Fuel delivery charges are to be determined separately and apart from the Market Differential included in Exhibit B, Payment Schedule (i.e., the Market Differential must not include cost estimates for delivery).

- 17.2 Delivery charges will be a direct cost pass-through to the City. No mark-up or profit will be added to actual freight / delivery cost. When determining delivery charges specific to each City location, Vendor must identify additional charges, if any, for split deliveries at different locations or for loads smaller than tank loads.
- 17.3 Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order. Delivery will be made in accordance with instructions by the Property Management Department Fuel Manager and petroleum bulk storage regulations.
- 17.4 Vendor's delivery trucks MUST BE EQUIPPED WITH CALIBRATED METERS to accurately measure quantities delivered. Vendor will adjust for volume changes by temperature variations using API Gravity correction. All trucks used for delivery must have the ability to measure fuel delivered and correctly record the volume delivered to 60 degrees Fahrenheit for billing purposes. The Vendor will use 60 degrees Fahrenheit as the normal temperature reading. All deliveries must be accompanied by a Delivery Ticket showing Brand or Grade and gross gallons, temperature and adjusted gallons delivered. The City may examine, upon request, a copy of the metered ticket showing gallons loaded into the vehicle making delivery.
- 17.5 For bobtail deliveries, Vendors are required to measure fuel available in the tank before and after the delivery using stick readings and verifying meter product.
- 17.6 The Vendor will warrant the time for normal deliveries to be within twenty-four (24) hours and no later than forty-eight (48) hours in non- emergency situations from receipt of order. Normal deliveries are considered to be Monday through Friday according to the hours of operation for each site.
- 17.7 Unleaded and Diesel deliveries on Saturday or Sunday will be priced using the OPIS contract net low for the Saturday (available from OPIS if Vendor does not currently receive Saturday prices) of the weekend during which the delivery occurred.
- 17.8 Each agency that utilizes this agreement will be responsible for having the proper fuel fill and transfer vapor recovery system(s) operating on their storage tanks in accordance with their state and local regulations. The transfers include delivery tank to storage tank (Stage I) and storage tank to vehicle tank (Stage II) systems. Vendors have the responsibility of reporting faulty equipment to the end users and the appropriate regulatory agencies.
- 17.9 Truck pumps are required for fuel delivery to above ground storage tanks.
- 17.10 Each agency that utilizes this agreement may request "automatic replenishment" or for the Vendor to top-off tanks for testing purposes. The Vendor will comply

with these requests at its option and will notify the agency accordingly. Vendor must have the ability upon request from the agency, to be able to remotely monitor the agency's fuel monitoring system and send a fuel truck when a full load is required. The monitoring equipment will be provided by the agency requesting automatic replenishment.

- 17.11 The Vendor will provide fuel content labels/signs for each pumping station. These labels will satisfy the requirements the state and local regulations of each agency who utilizes this agreement. An environmental awareness decal/label will be provided and displayed on each affected pump.
- 17.12 It is anticipated that the majority of purchases under this contract will be on a "delivered" basis, but some agencies have appropriate vehicles and the desire to pick up fuel. In the event of an agency ordering fuel to be picked up in their own vehicle, no additional freight or delivery charges will be allowed under this contract (i.e., Benchmark Index plus Market Differential only).
- 17.13 The unit costs for the types of freight included in Exhibit B, Payment Schedule are for the Dallas Metro, Texas Rack Market. Freight prices may vary for other regions/ states.
- 17.14 Freight terms will be FOB Origin – Title and risk of loss of fuel will pass to the agency at the point the agency actually receives and takes possession of fuel when loaded in the agency's vehicle at the terminal or FOB Destination - Title and risk of loss of fuel will not pass to the agency until the agency actually receives and takes possession of fuel at point of delivery. Delivery charges to be a direct cost pass-through to the City and added as a separate line item on the invoice. Delivery charges are to be pre-determined between the City and the Vendor prior to delivery.

18.0 INVOICES

- 18.1 The billing address for all invoices will be 100 Fort Worth Trail Fort Worth, TX 76102. All invoices should reference, at a minimum, bill of lading from the terminal, City of Fort Worth Purchase Order number, specific delivery dates, delivery times, and delivery location.
- 18.2 Invoices must clearly indicate the Benchmark Index per the terms of this contract for each fuel product delivered as a separate line item on the invoice. Invoices must state as a separate line item the Market Differential for each fuel product sold per the terms of this contract. The Benchmark Index and Market Differential for each fuel product sold must be stated on a cost per gallon basis on the invoice, with number of gallons sold separately stated by fuel product. The extended total sales for each fuel product sold must be identified. Taxes, if any, and delivery charges, if any, should be stated a separate line item on the invoice to derive the

total cost to the City. If confirmation of pricing by City finds any discrepancy with the terms of this contract, Vendor will make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the City.

- 18.3 A copy of the bill of lading from the terminal or a metered delivery ticket for bobtails will be required at the time of delivery and will be attached to the invoice.
- 18.4 Invoice pricing will include contract price and applicable taxes as a separate item. The only tax to be invoiced to City of Fort Worth is state tax and state loading tax, no other taxes will be charged.
- 18.5 Invoices must clearly indicate the Daily Net Rack Average for E85, Reformulated Gasoline (Premium, Midgrade, Regular), Red Dyed Diesel, Diesel #1, #2, Renewable Diesel and/or Biodiesel in Dallas Metro Texas, OPIS NET sent at 10:00 AM EST” for date of delivery” as a separate line item on invoice or separate page with invoice. For Jet-A invoices, the Benchmark Pricing used for the date of delivery, must be provided as a separate line item on invoice or separate page with invoice. If confirmation of pricing finds any discrepancy including list or average pricing used, Vendor will make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the City. Upon finding any frequent/recurring discrepancies, Vendor may be required to cover cost of OPIS license requirements to obtain copyrighted materials for the City.

19.0 REPORTING

- 19.1 Vendors will be required to maintain data and provide documentation and/or reports of all petroleum products and gallons purchased by the City. Vendors will be able to supply reports by delivery date, fuel type, amount delivered, costs, tank location and invoice number for the City upon request.

EXHIBIT B
PAYMENT SCHEDULE

See next page.

Exhibit B, Payment Schedule

Status	Bid/No Bid Decision	#	Description	Quantity Required	Unit of Measure (UOM)	Proposer's Description of Services not listed #1-1 to #1-9	Proposer's Unit of Measure (UOM) for Description of Services not listed #1-1 to #1-9	Unit Price	Total Cost
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RFP 25-0001 Motor and Aviation Fuel Services - Additional Items/Services

Success: All values provided	Bid	#1-3	Pump off Fee	1	Each	Pump fee for above ground tank	Dollars	\$ 0.00	\$ 0.00
Success: All values provided	Bid	#1-4	Split load Fee	1	Each	When one site receives gasoline and diesel delivered on the same truck on the same day.	Dollars	\$ 75.00	\$ 75.00
Success: All values provided	Bid	#1-5	Transport Freight	1	Per gallon	Transport Freight Rate	Cents Per Gallon	\$ 0.05	\$ 0.05
Success: All values provided	Bid	#1-6	Short Transport Freight	1	Per gallon	Short Transport Freight Rate	Cents Per Gallon	\$ 0.05	\$ 0.05
Success: All values provided	Bid	#1-7	Tank Wagon Freight	1	Per gallon	Tank Wagon Freight Rate	Cents Per Gallon	\$ 0.25	\$ 0.25
Success: All values provided	Bid	#1-8	Bobtail Freight	1	Per gallon	Bobtail Freight Rate	Cents Per Gallon	\$ 0.25	\$ 0.25
Success: All values provided	Bid	#1-9	Delay Time (15 minutes increment)	1	Hourly	Demurrage - This amount is charged if time to load or unload exceeds 1 hour each. \$80.00/hour, will be charged in 15 minute increments (i.e. \$20 per 15-minute increments)	Dollars	\$ 80.00	\$ 80.00

RFP 25-0001 Motor and Aviation Fuel & Related Services - Attachment B - Rack Market Differential Pricing spreadsheet

Market Differential Price Proposal, Excluding Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City of Fort Worth, with no changes to the spreadsheet formatting. All four digits to the right of the decimal point must be completed by the offeror. If one or more of the four digits called for are omitted by the offeror, the City of Fort Worth will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.

OPIS Rack Market:

Reformulated Gasoline
Reformulated Regular Unleaded

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

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(-) \$0.0005 or (+) \$0.0005

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(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

Reformulated Midgrade Unleaded

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

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(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

Reformulated Premium Unleaded

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

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(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

Conventional Gasoline

Conventional Regular Unleaded

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

(-) \$0.0005 or (+) \$0.0005
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(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

Conventional Midgrade Unleaded

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
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(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

Conventional Premium Unleaded

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

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(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

Ethanol Blended Gasoline

E10 (10% ethanol and 90% gasoline)
Unleaded

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

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(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

E85 (85% ethanol and 15% gasoline)

Transport Load
Short Transport Load

(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

(-) \$0.0005 or (+) \$0.0005
(-) \$0.0005 or (+) \$0.0005

Dallas Proper

Dallas/Aledo

Dallas/Ft. Worth

Market Differential Price Proposal, Excluding Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City of Fort Worth, with no changes to the spreadsheet formatting. All four digits to the right of the decimal point must be completed by the offeror. If one or more of the four digits called for are omitted by the offeror, the City of Fort Worth will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.

OPIS Rack Market:

Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0. X X X X or (+) \$0. 8 9 9 9
(-) \$0. X X X X or (+) \$0. 8 9 9 9
(-) \$0. X X X X or (+) \$0. 8 9 9 9

Finished Aviation Gasoline

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X

Kerosene-Type Jet Fuel JP-5

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X

JP-8

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X

Jet-A Aviation Turbine Fuel

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. X X X X

Diesel Fuel

Diesel Exhaust Fluid (DEF)

Small Gallon Container
55 Gallon Container
Bulk Gallon Containment

\$6.50
\$5.50
\$4.25

Ultra Low Sulfur Diesel (15 ppm and under Sulfur)

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0. 0 0 0 5 or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. 8 9 9 9
(-) \$0. X X X X or (+) \$0. 8 9 9 9
(-) \$0. X X X X or (+) \$0. 8 9 9 9
(-) \$0. X X X X or (+) \$0. 8 9 9 9

Low Sulfur Diesel (Greater than 15 to 500 ppm Sulfur)

Transport Load
Short Transport Load
Tank Wagon Load
Bobtail Load
Split Loads

(-) \$0. 0 0 0 5 or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. 8 9 9 9
(-) \$0. X X X X or (+) \$0. 8 9 9 9
(-) \$0. X X X X or (+) \$0. 8 9 9 9
(-) \$0. X X X X or (+) \$0. 8 9 9 9

High Sulfur Non-Highway Diesel (Greater than 500 ppm Sulfur)

Transport Load
Short Transport Load
Tank Wagon Load

(-) \$0. 0 0 0 5 or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. 8 9 9 9
(-) \$0. X X X X or (+) \$0. 8 9 9 9

Dallas/Ft. Worth
(-) \$0. X X X X or (+) \$0. 8 9 9 9
(-) \$0. X X X X or (+) \$0. 8 9 9 9
(-) \$0. X X X X or (+) \$0. 8 9 9 9

(-) \$0. X X X X or (+) \$0. X X X X
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(-) \$0. 0 5 1 9 or (+) \$0. X X X X
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(-) \$0. 0 5 1 9 or (+) \$0. X X X X
(-) \$0. 0 5 1 9 or (+) \$0. X X X X
(-) \$0. 0 5 1 9 or (+) \$0. X X X X

(-) \$0. 0 0 0 5 or (+) \$0. X X X X
(-) \$0. X X X X or (+) \$0. 8 9 9 9
(-) \$0. X X X X or (+) \$0. 8 9 9 9

Market Differential Price Proposal, Excluding Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City of Fort Worth, with no changes to the spreadsheet formatting. All four digits to the right of the decimal point must be completed by the offeror. If one or more of the four digits called for are omitted by the offeror, the City of Fort Worth will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.

OPIS Rack Market:

	Dallas Proper			
	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
B2 (2% biodiesel and 98% petroleum diesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
B5 (5% biodiesel and 95% petroleum diesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
B20 (20% biodiesel and 80% petroleum diesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
Renewable Green Diesel				
R5 (5% renewable diesel and 95% petrodiesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
R20 (20% renewable diesel and 80% petrodiesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
R100 (100% renewable)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.

	Dallas/Aledo			
	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
B2 (2% biodiesel and 98% petroleum diesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
B5 (5% biodiesel and 95% petroleum diesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
B20 (20% biodiesel and 80% petroleum diesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
Renewable Green Diesel				
R5 (5% renewable diesel and 95% petrodiesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
R20 (20% renewable diesel and 80% petrodiesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
R100 (100% renewable)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.

	Dallas/Ft. Worth			
	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
B2 (2% biodiesel and 98% petroleum diesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
B5 (5% biodiesel and 95% petroleum diesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
B20 (20% biodiesel and 80% petroleum diesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
Renewable Green Diesel				
R5 (5% renewable diesel and 95% petrodiesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
R20 (20% renewable diesel and 80% petrodiesel)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.
R100 (100% renewable)				
Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Short Transport Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Tank Wagon Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Bobtail Load	(-) \$0.	(+) \$0.	or	(-) \$0.
Split Loads	(-) \$0.	(+) \$0.	or	(-) \$0.

**RFP 25-0001 Motor and Aviation Fuel & Related Services
Attachment C - Administrative Fee Table**

Administrative Fee per Gallon for Bobtail/Wagon Loads

#	Site	Address	Administrative Fee Bobtail/Wagon Load 500 gallons or less	Administrative Fee Bobtail/Wagon Load 501 to 1,000 gallons	Administrative Fee Bobtail/Wagon Load 1,001 to 1,500 gallons	Administrative Fee Bobtail/Wagon Load 1,501 to 2,000 gallons	Administrative Fee Bobtail/Wagon Load 2,001 to 4,000 gallons
1	Meacham Airport	201 American Concourse Fort Worth, TX 76106	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
2	Spinks Airport	450 Alsbury Court Fort Worth, TX 76028	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
3	Meadowbrook Golf Course	1815 Jenson Rd. Fort Worth, TX 76112	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
4	Sycamore Creek Golf Course	401 Martin Luther King Jr Fwy. Fort Worth, TX 76104	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
5	Pecan Valley Golf Course	6400 Pecan Valley Dr. Fort Worth, TX 76132	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
6	Rockwood Park Golf Course	1851 Jacksboro Hwy. Fort Worth, TX 76114	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
7	Park and Recreation Department North District Service Center	1700 Brennan Ave. Fort Worth, TX 76106	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
8	Park and Recreation Department East District Center	2300 Avenue H Fort Worth, TX 76105	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
9	Village Creek Waste Water Treatment Plant	4500 Wilma Ln. Arlington, TX 76012	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
10	Fire Station #01	120 N. Pecan Street Fort Worth TX, 76102	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
11	Fire Station #02	1000 Cherry St. Fort Worth, TX 76102	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
12	Fire Station #03	4700 Ramey Ave., Fort Worth, TX 76105	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
13	Fire Station #04	2954 Old Mansfield Rd. Fort Worth, TX 76119	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
14	Fire Station #05	850 Irma Street Fort Worth, TX 76104	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
15	Fire Station #06	205 University Dr. Fort Worth, TX 76107	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
16	Fire Station #07	925 Morrison Dr. Fort Worth, TX 76120	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
17	Fire Station #08	1101 12th Ave. Fort Worth, TX 76104	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
18	Fire Station #09	2575 Polaris Dr. Fort Worth, TX 76137	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
19	Fire Station #10	3209 Hemphill St. Fort Worth, TX 76110	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
20	Fire Station #11	1900 Texan Dr. Justin, TX 76247	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
21	Fire Station #12	120 N.W. 22nd Street Fort Worth, TX 76164	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
22	Fire Station #13	5333 Lea Crest Ln. Fort Worth, TX 76135	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
23	Fire Station #14	2737 Meadowbrook Dr. Fort Worth, TX 76103	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
24	Fire Station #15	3100 Azle Ave. Fort Worth, TX 76106	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
25	Fire Station #16	5933 Geddes Ave. Fort Worth, TX 76107	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
26	Fire Station #17	5151 Hemphill Street Fort Worth, TX 76115	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
27	Fire Station #19	2613 Carnation Ave. Fort Worth, TX 76111	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
28	Fire Station #20	901 Woodhaven Blvd. Fort Worth, TX 76112	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10

Administrative Fee per Gallon for Bobtail/Wagon Loads

#	Site	Address	Administrative Fee Bobtail/Wagon Load 500 gallons or less	Administrative Fee Bobtail/Wagon Load 501 to 1,000 gallons	Administrative Fee Bobtail/Wagon Load 1,001 to 1,500 gallons	Administrative Fee Bobtail/Wagon Load 1,501 to 2,000 gallons	Administrative Fee Bobtail/Wagon Load 2,001 to 4,000 gallons
29	Fire Station #21	3501 South Hills Ave. Fort Worth, TX 76109	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
30	Fire Station #22	4849 Wilbarger Street Fort Worth, TX 76119	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
31	Fire Station #23	3201 Portales Dr. Fort Worth, TX 76116	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
32	Fire Station #24	3101 Forest Ave. Fort Worth, TX 76112	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
33	Fire Station #25	3801 N. Main Street Fort Worth, TX 76106	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
34	Fire Station #26	6124 S. Hulen Street Fort Worth, TX 76133	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
35	Fire Station #27	2940 Precinct Line Rd. Fort Worth, TX 76118	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
36	Fire Station #28	1300 Everman Parkway Fort Worth, TX 76140	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
37	Fire Station #29	6400 Westcreek Dr. Fort Worth, TX 76133	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
38	Fire Station #30	4416 Southwest Blvd. Fort Worth, TX 76116	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
39	Fire Station #31	4209 Longstraw Dr. Fort Worth, TX 76137	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
40	Fire Station #32	10201 White Settlement Rd. Fort Worth, TX 76108	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
41	Fire Station #33	14650 Statler Blvd. Fort Worth, TX 76155	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
42	Fire Station #34	14101 Sendera Ranch Blvd. Haslet, TX 76052	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
43	Fire Station #35	2201 Flight Line Rd. Fort Worth, TX 76177	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
44	Fire Station #36	5045 Columbus Trail Fort Worth, TX 76123	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
45	Fire Station #37	4721 Ray White Rd. Keller, TX 76244	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
46	Fire Station #38	13280 Park Vista Blvd. Keller, TX 76248	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
47	Fire Station #39	7655 Oakmont Blvd. Fort Worth, TX 76132	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
48	Fire Station #40	8510 Spring Street Fort Worth, TX 76179	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
49	Fire Station #41	11400 Willow Springs Rd. Haslet, TX 76052	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
50	Fire Station #42	450 E Rendon Crowley Rd. Burleson, TX 76028	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
51	Fire Station #43	13300 Highland Hills Dr. Fort Worth, TX 76008	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
52	Fire Station #44	4017 Falcon Way West. Fort Worth, TX 76106	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
53	Fire Station #45	1901 Quail Grove Dr. Fort Worth, TX 76177	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
54	Police Helipoint	310 Gulfstream Rd. Fort Worth, TX 76106	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10
55	Will Rogers Memorial Center	3401 W Lancaster Ave. Fort Worth, TX 76107	\$0.60	\$0.50	\$0.40	\$0.30	\$0.10

M&C FILE NUMBER: M&C 25-0066

LOG NAME: 13P RFP 25-0001 MOTOR AND AVIATION FUEL & RELATED SRVCS MC PMD

SUBJECT

(ALL) Authorize Execution of Non-Exclusive Agreements with Pinnacle Petroleum, Inc., Mansfield Oil Company of Gainesville, Inc., TACenergy, LLC, Petroleum Traders Corporation, and Campbell Oil Company for a Five-Year Initial Term and One Two-Year Renewal, in a Combined Annual Amount Up to \$15,000,000.00 for the First Year of the Initial Term, \$17,250,000.00 for the Second Year of the Initial Term, \$19,837,500.00 for the Third Year of the Initial Term, \$22,813,125.00 for the Fourth Year of the Initial Term, \$26,235,094.00 for the Fifth Year of the Initial Term, \$30,170,358.00 for the First Year of the Renewal, and \$34,695,911.00 for the Second Year of the Renewal, for Motor and Aviation Fuel and Related Services for All City Departments

RECOMMENDATION:

It is recommended that the City Council authorize execution of non-exclusive agreements with Pinnacle Petroleum, Inc., Mansfield Oil Company of Gainesville, Inc., TACenergy, LLC, Petroleum Traders Corporation, and Campbell Oil Company for a five-year initial term and one two-year renewal, in a combined annual amount up to \$15,000,000.00 for the first year of the initial term, \$17,250,000.00 for the second year of the initial term, \$19,837,500.00 for the third year of the initial term, \$22,813,125.00 for the fourth year of the initial term, \$26,235,094.00 for the fifth year of the initial term, \$30,170,358.00 for the first year of the renewal, and \$34,695,911.00 for the second year of the renewal, for motor and aviation fuel and related services for all City Departments.

DISCUSSION:

The Property Management Department approached the Purchasing Division to solicit a bid for Unleaded, Jet-A, Diesel fuels, and alternative fuels required in the Dallas-Fort Worth nonattainment area to supply and operate vehicles and equipment. Unleaded and diesel fuel will be used by various City departments. The Jet-A aviation fuel will be used by the Police Department. Purchasing issued Request for Proposal (RFP) No. 25-0001 for Motor and Aviation Fuel & Related Services which consisted of detailed specifications of the City's standards and requirements.

The RFP was advertised in the *Fort Worth Star-Telegram* on October 16, 2024, October 23, 2024, October 30, 2024, November 6, 2024, November 13, 2024, November 20, 2024, November 27, 2024 and December 4, 2024. The City received a total of twelve (12) responses: Senenergy Petroleum LLC dba Arizona, Atlantic Petroleum & Mineral Resources, Inc. dba Atlantic Petroleum, Campbell Oil Company, Global Montello Group, Mansfield Oil Company of Gainesville, Inc., Offen Petroleum, LLC, Petroleum Traders Corporation, Pinnacle Petroleum, Inc., SB Fleet Lube, Sunoco, LLC, TACenergy, LLC, and Tartan Oil LLC.

An evaluation panel, consisting of representatives from Code Compliance, Police, and Property Management departments evaluated and scored the submittals using Best Value criteria. The individual scores were averaged for each of the criteria, and the final scores are listed in the table below: Atlantic Petroleum & Mineral Resources, Inc. dba Atlantic Petroleum, was deemed non-responsive as it did not score at least 50% or more of the total available points for the technical criteria necessary for price evaluation, and was disqualified from the evaluation process. Once the technical evaluation was completed, Purchasing staff allocated points associated with pricing to each remaining vendor.

Bidders	Evaluation Criteria					Rank
	a	b	c	d	Total Score	
Pinnacle Petroleum, Inc.	20.50	19.50	16.00	29.51	85.51	1
Mansfield Oil Company of Gainesville, Inc.	19.00	20.00	13.60	29.49	82.09	2
TACenergy, LLC	17.50	16.50	14.00	29.28	77.28	3
Petroleum Traders Corporation	17.50	17.00	11.60	30.00	76.10	4
Campbell Oil Company	15.50	16.00	14.80	28.86	75.16	5
Sunoco LLC	17.00	17.50	12.00	28.65	75.15	6
SB Fleet-Lube	16.50	15.50	11.20	29.00	72.20	7
Global Montello Group Corp.	17.00	14.50	9.60	29.82	70.92	8
Offen Petroleum, LLC	15.50	12.00	13.20	29.77	70.47	9
Tartan Oil LLC	12.00	14.00	10.80	29.61	66.41	10

Senergy Petroleum LLC dba Arizona	11.50	14.00	10.00	29.02	64.52	11
Atlantic Petroleum & Mineral Resources, Inc. dba Atlantic Petroleum	12.50	11.00	11.20	Bidder did not meet 50% of technical points; therefore, was deemed non-responsive and disqualified from the evaluation process	34.70	12

The RFP document specified the use of the following Best Value Criteria:

- a. Proposer's Qualifications, Experience and References
- b. Method of Approach and Ability to meet the City's needs
- c. Additional Products, Quality, and Services
- d. Cost

After evaluation, the panel concluded that Pinnacle Petroleum, Inc., Mansfield Oil Company of Gainesville, Inc., TACenergy, LLC, Petroleum Traders Corporation, and Campbell Oil Company, presented the best value to the City. Therefore, the panel recommends that City Council authorize non-exclusive agreements with Pinnacle Petroleum, Inc., Mansfield Oil Company of Gainesville, Inc., TACenergy, LLC, Petroleum Traders Corporation, and Campbell Oil Company. No guarantee was made that a specific amount of these fuels would be purchased. Staff certifies that the recommended vendors' bids met specifications.

FUNDING: The combined annual amount allowed under these non-exclusive agreements for the first year of the initial term would be \$15,000,000.00; however, the actual amount used will be based on the need of the department and available budget. The Property Management Department is requesting a 15% annual increase to accommodate the acquisition of the Emergency Medical Services (EMS) fleet and the continuous growth of the City's fleet. Funding is budgeted in the Fuel Oil & Lubricants account within the participating departments' Operating Funds, as appropriated.

BUSINESS EQUITY: This solicitation was reviewed by The Business Equity Division for available business equity prospects according to the City's Business Equity Ordinance. There were limited business equity opportunities available for the services/goods requested, therefore, no business equity goal was established.

AGREEMENT TERM: Upon City Council approval, the initial term of these Non-Exclusive Agreements shall begin upon execution and shall expire five years from that date. The combined annual amount of these agreements is up to \$15,000,000.00 for the first-year initial term, \$17,250,000.00 for the second-year initial term, \$19,837,500 for the third-year initial term, \$22,813,125.00 for the fourth-year initial term, and \$26,235,094.00 for the fifth-year initial term.

RENEWAL OPTIONS - These Agreements may be renewed for up to one two-year term for up to \$30,170,358.00 for the first-year of the renewal, and \$34,695,911 for the second-year of the renewal, at the City's option. This action does not require specific City Council approval, provided the City Council has appropriated sufficient funds to satisfy the City's obligation during the renewal term.

ADMINISTRATIVE CHANGE ORDER: An administrative change order or increase may be made by the City Manager up to the amount allowed by relevant law and the Fort Worth City Code and does not require specific City Council approval as long as sufficient funds have been appropriated.

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that funds are available in the current operating budget, as previously appropriated, in the participating departments' Operating Funds to support the approval of the above recommendation and execution of non-exclusive agreements. Prior to an expenditure being incurred, the participating departments have the responsibility to validate the availability of funds.

Submitted for City Manager's Office by: Reginald Zeno 8517
Dana Burghdoff 8018
Originating Business Unit Head: Reginald Zeno 8517
M rilyn Marvin 7708
Additional Information Contact: Brandy M. Hazel 8087
M ria Canoura 2526



TOWN COUNCIL AGENDA J.15. CONSENT ITEM(S)

DATE: August 18, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of a Community Activity Center water slide restoration project with Amusement Restoration Companies, LLC under Buy Board contract #701-23 in the amount of \$82,875.00.**

BACKGROUND: The indoor pool slide and outdoor water park slides at the CAC were installed when the facility opened in 2008. The slides are maintained throughout the year by Parks and Recreation staff, and the Facilities Department handles annual maintenance, which includes slide buffing and caulking of joints to ensure the slides meet required operational standards, as assessed by the Texas Municipal League, for insurance purposes. Although the slides meet the necessary safety standards, they are beginning to show signs of wear that the project will address, such as scratches and gouges, rough joints, and a chalky calcium buildup on the slide surfaces. Repainting will address the color fading evident on the slides.

The restoration project will include the complete resurfacing of one indoor and three outdoor slides. Each slide will receive full prep on interior and exterior surfaces, with surrounding areas masked off prior to the application of new coatings. A durable Polysiloxane paint will be applied to the exteriors, while interiors will be coated with Ashland Maxguard Gelcoat for a smooth, long-lasting finish. All joints will be sealed with a specialized caulk to ensure water resistance and structural integrity.

While the aquatics division and Town staff have done a good job maintaining the slides, hiring outside specialists will provide thorough and comprehensive restoration services that have not been previously done. Refurbishing the slides will ensure they continue to meet safety standards, improve their durability and lifespan, and enhance the overall aquatic guest experience. This proactive refurbishment will minimize potential downtime, prevent more costly replacements in the future, and ensure the facility remains a high-quality, well-maintained community asset for residents and visitors alike.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$82,875.00

Proposed Expenditure/(Revenue)
\$82,875.00

Account Number(s):
100-630-34440-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote #1417 ARC- CAC Slide Restoration Project

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

Amusement Restoration Companies,
LLC

2095 Carpenter Loop
Burnet, TX 78611
+15122228426
info@arcparks.com



QUOTE

ADDRESS	SHIP TO	QUOTE	1417
Flower Mound Community Center	Flower Mound Community Center	DATE	07/02/2025
1200 Gerault Rd	1200 Gerault Rd	EXPIRATION	09/30/2025
Flower Mound, TX 75028	Flower Mound, TX 75028	DATE	

DESCRIPTION	QTY	RATE	AMOUNT
INDOOR SLIDE Full prep on interior and exterior surfaces Mask off surrounding areas before application of new coatings Apply Polysiloxane paint to exterior surface Apply Ashland Maxguard Gelcoat to interior surface Caulk all joints with Sikaflex 291	1	27,656.25	27,656.25
OUTDOOR KIDDIE APU SLIDE Full prep on interior and exterior surfaces Mask off surrounding areas before application of new coatings Apply Polysiloxane paint to exterior surface Apply Ashland Maxguard Gelcoat to interior surface Caulk all joints with Sikaflex 291	1	3,750.00	3,750.00
OUTDOOR ENCLOSED SLIDE Full prep on interior and exterior surfaces Mask off surrounding areas before application of new coatings Apply Polysiloxane paint to exterior surface Apply Ashland Maxguard Gelcoat to interior surface Caulk all joints with Sikaflex 291	1	22,781.25	22,781.25
OUTDOOR OPEN SLIDE Full prep on interior and exterior surfaces Mask off surrounding areas before application of new coatings Apply Polysiloxane paint to exterior surface Apply Ashland Maxguard Gelcoat to interior surface Caulk all joints with Sikaflex 291	1	28,687.50	28,687.50

BUYBOARD CONTRACT #701-23	TOTAL	\$82,875.00
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WARRANTY

ARC guarantees coatings against delamination for a period of two (2) years on interior gelcoat application and five (5) years on exterior paint application. If a warranty issue arises, notify us immediately. If it is a safety issue, we will advise how to temporarily remedy the issue so the water slide can stay in use until we can dispatch a technician. Non-safety issues will be addressed in a time that is mutually agreed upon by both parties.

Not Covered:

- Damage from osmosis, blistering, deterioration, or damage of cosmetic surface finishes including cracking, crazing, discoloration, fading, corrosion or oxidation of gelcoat
- Adhesion failure due to aftermarket coatings not disclosed to ARC
- Repairs made by others
- Damage from improper swimwear, vandalism, acts of nature, etc.
- Adhesion of the exterior paint if any type of product containing a wax has been applied to the surface. Wax will prevent paint from bonding.
- Caulking as this is a wear item and depending on the movement of the slide sections, it may come loose. Additionally, caulking at the surface level may not prevent leaking from the flanges
- Recurring rust

The standard warranty covering interior gelcoat coating is extended every year ARC performs maintenance on the interior of the slide. If ARC does not provide these services the standard warranty will apply. Yearly maintenance includes:

Power washing with PAC detergent to remove body oil, grime, bird droppings, etc.

Polishing with PAC Compound to remove oxidation.

Application of PAC Wax which provides a protection against UV rays and chlorine.

Re-caulking of seams as needed.

Yearly maintenance retards the fading of the gelcoat which prolongs the time between resurfacing.

To extend the warranty, maintenance must take place within 13 months of the completion of the project, and every 12 months thereafter.

Please let us know if you would like a quote for the maintenance service. Maintenance quotes are valid for 12 months.

TERMS AND CONDITIONS

1. **Non-Solicitation** During the length of the project and for one (1) year thereafter, Customer shall not encourage or solicit any employee, or independent contractor of ARC to leave or terminate its relationship with ARC for any reason.

2. **Project Timeline** The Project will be finished prior to or on an agreed-upon completion date barring any weather conditions that would cause a delay in our schedule. Unless otherwise noted, ARC cannot assign a specific start date to the Project. We will update Customer with an anticipated timeline as prior projects progress and as we get closer to The Project start date.

3. **Requirements** ARC assumes responsibility for all statutes, codes, and or regulations that pertain to The Project, and will perform the work in compliance with all such requirements. Customer shall provide:

Someone to be available for the final walk through and be authorized to sign and approve the satisfactory completion of The Project;

Restroom facilities;

Water with at least 40 lbs. of pressure within 50 feet of The Project;

110 electric service within 50 feet of The Project;

Clear and reasonable access to the project area;

If needed, pool water level to be lowered as instructed.

4. **Working Hours** It is expected that our crews shall work from 8 am to 8 pm seven (7) days a week as we deem necessary and we expect reasonable cooperation in making the facility available to them at no extra cost to us (e.g., weekend and / or early am work).



TOWN COUNCIL AGENDA J.16. CONSENT ITEM(S)

DATE: August 18, 2025
FROM: Christina Torre, TIRZ Analyst
ITEM: **Consider approval of the Interlocal Cooperation Agreement with Denton County for the construction of Furst Road, and authorize the mayor to execute the same on behalf of the Town**

BACKGROUND: The Town and County mutually desire to enter into this agreement to provide for the timely completion of the Furst Road project and to facilitate safe travel on an improved roadway.

The proposed ICA between Denton County and the Town of Flower Mound includes \$12,000,000 of Denton County funding for the purpose of providing engineering, utility relocations, inspections, and construction of Furst Road as a new two-lane roadway with two roundabouts between US 377 and FM 1171 Bypass Road and traffic signals at the Canyon Falls/US 377 and FM 1171 intersections.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$(12,000,000)

Proposed Expenditure/(Revenue)
\$(12,000,000)

Account Number(s):
506-4793

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Interlocal Cooperation Agreement as to form and legality.

ATTACHMENTS:

1. ICA_Flower Mound_Furst Road

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

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE TOWN OF FLOWER MOUND, TEXAS**

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas (“the County”), a duly organized political subdivision of the State of Texas; and the Town of Flower Mound, Texas (“the Town”), a duly organized political subdivision of the State of Texas. The County and the Town are collectively referred to herein as “the Parties.”

WHEREAS, the County and the Town mutually desire to enter into this Agreement to provide engineering, utility relocations, inspections, and construction of Furst Road as a new two-lane roadway with two roundabouts between US 377 and FM 1171 Bypass Road and traffic signals at the Canyon Falls/US 377 and FM 1171 intersections located entirely within the municipal limits of the Town and Denton County Commissioner Precinct #4, hereinafter “the Project”; and

WHEREAS, the estimated cost of completion for the Project is TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00), with the County agreeing to contribute an amount which shall not exceed TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00), toward satisfactory completion of the Project, and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the Town hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the Town value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway;

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the Town upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the Town hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually, and in accordance with Section

791.011(d)(3) of the Act, each Party is paying for the performance of governmental functions and services from current revenues available to the paying party.

II.

The County and the Town hereby agree that the scope of the Project shall be to provide engineering, utility relocations, inspections, and construction of Furst Road as a new two-lane roadway with two roundabouts between US 377 and FM 1171 Bypass Road and traffic signals at the Canyon Falls/US 377 and FM 1171 intersections, at an estimated cost of TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00), with the County agreeing to contribute an amount which shall not exceed TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00), toward satisfactory completion of the Project. The Project is located entirely within the municipal limits of the Town and Denton County Commissioner Precinct #4.

III.

The County hereby agrees to contribute an amount which shall not exceed TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The Town agrees to provide all engineering, utility relocations, inspections, construction, and maintenance of the Project. The Town shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00).

V.

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the Town proceeds with the completion of the Project, the Town shall submit all invoices for payment to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The Town shall submit invoices on a monthly basis, and the County shall pay the Town on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the Town, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the Town.

VIII.

This agreement may be terminated in whole, or in part, by the County or the Town upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Town: Honorable Cheryl Moore, Mayor
Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028

Copy To: Theresa Scott, Town Secretary
Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028

For County: Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
andy.eads@dentoncounty.gov
holly.sadlowski@dentoncounty.gov

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall be in Denton County, Texas.

XI.

The Town agrees and understands that the Town, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The Town agrees to accept full responsibility for the acts, negligence and omissions of all Town employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the Town.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2025.

DENTON COUNTY, TEXAS

1 Courthouse Drive, Suite 3100
Denton, Texas 76209

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority
of the Denton County Commissioners Court

ATTEST:

By: _____
Denton County Clerk

TOWN OF FLOWER MOUND, TEXAS

2121 Cross Timbers Road
Flower Mound, Texas 75028

By: _____
Honorable Cheryl Moore
Mayor of the Town of Flower Mound, Texas
Acting by and on behalf of the authority
of the Town of Flower Mound, Texas

ATTEST:

By: _____
Town Secretary

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall be to provide engineering, utility relocations, inspections, and construction of Furst Road as a new two-lane roadway with two roundabouts between US 377 and FM 1171 Bypass Road and traffic signals at the Canyon Falls/US 377 and FM 1171 intersections, at an estimated cost of completion of TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00). The Project shall be located entirely within the municipal limits of the Town of Flower Mound and Denton County Commissioner Precinct #4.

The County hereby agrees to contribute an amount which shall not exceed TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

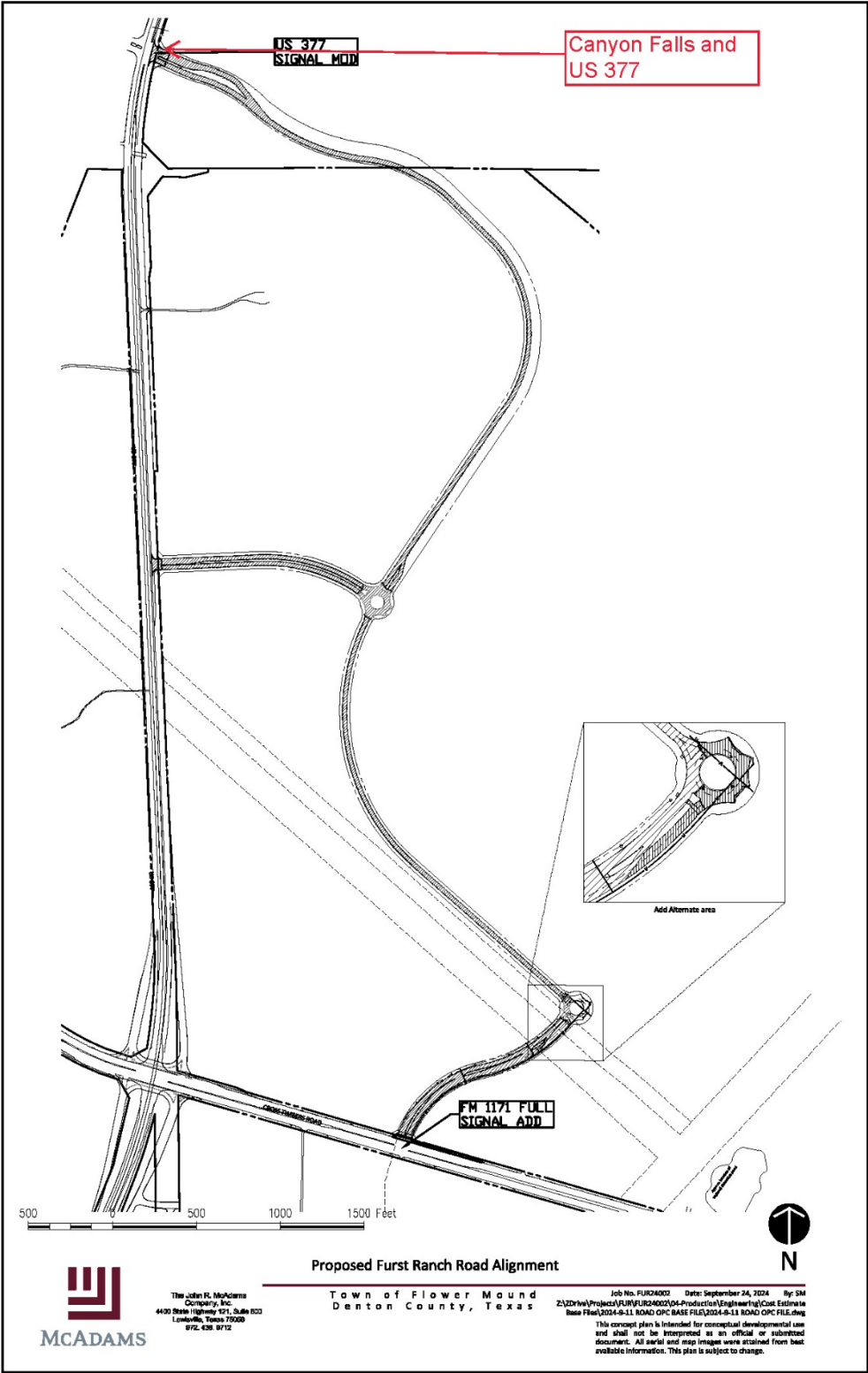
The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the Town of Flower Mound, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

EXHIBIT A: PROJECT EXHIBIT





TOWN COUNCIL AGENDA J.17. CONSENT ITEM(S)

DATE: August 18, 2025
FROM: John Zagurski, Chief Financial Officer
ITEM: **Consider approval of the engagement letter with Forvis Mazars, LLP, to perform external auditing services for the fiscal year ending September 30, 2025 at a cost of \$70,000; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town Charter requires an independent annual audit be conducted of the books and accounts of every department. To ensure the designated accounting firm is the most appropriate for the Town, Request for Statement of Qualifications (SOQ) No. 2025-88-A for Financial Audit Services was issued requesting qualifications to provide audit services for the fiscal year beginning October 1, 2024 and ending September 30, 2025, with an option to renew for four (4) additional one (1) year periods. Six proposals were received by the due date and time (June 25, 2025 at 11:00 am). A selection committee comprised of the Chief Financial Officer, Director of Treasury Operations, Director of Accounting Services, Accounting Supervisor, and Senior Management Analyst conducted evaluations of the proposals based on the following evaluation criteria:

1. Qualifications
2. Experience with similar engagements
3. Scope and audit approach
4. Level of assistance with all Governmental Accounting Standards Board (GASB) statements
5. The proposer's overall ability to meet or exceed the Town's objectives
6. Cost of Services

Each evaluator on the committee rated each firm by the first five criteria before factoring in the cost of services. The final score of each firm that submitted a proposal was averaged and ranged from 70.8 to 92.8 out of a possible 100. After completion of the multi-step evaluation process, staff recommends approval of an agreement with Forvis Mazars, LLP, the highest scoring firm. The proposed price of \$70,000 is \$2,160 above the proposed budget for this service for fiscal year 2025-2026, but the department is expected to be able to absorb the cost increase. The annual cost for optional renewal periods will be in accordance with the fee schedule submitted as part of the proposal.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$70,000

Proposed Expenditure/(Revenue)
\$70,000

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

LEGAL REVIEW: Brennan Lafferty, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the audit engagement letter with addendum as to form and legality.

ATTACHMENTS:

1. Audit Engagement Letter

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

August 8, 2025

Honorable Mayor, Members of Town Council, and Town Manager
Mr. John Zagurski, Chief Financial Officer
Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, TX 75028

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience®**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- TOWN OF FLOWER MOUND, TEXAS
- Audit Services for the year ended September 30, 2025

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

As required by Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel through the term of this engagement. For purposes of this representation, "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.

Engagement Fees

The fee for our services will be \$70,000. Our fees include testing of one major program in accordance with Uniform Guidance. If there are additional major programs, the fee above will be increased by \$5,000 per program. Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services.

In addition, we have estimated the time, skill, and resources required for assistance with the new standard discussed below to range between \$5,000 and \$10,000.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines. Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Change in accounting principles
- Substantial doubt about the entity's ability to continue as a going concern
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Quantitative impairment analysis of long-lived assets
- More than 1 major federal awards program

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*, is effective for the Town's fiscal year 2025.

Statement No. 101 unifies and updates recognition, measurement, and disclosure guidance for compensated absences. Under this Statement, a government is required to record a liability for leave if that leave has been earned, accumulates, and is more likely than not to be used, paid, or otherwise settled. We can assist you with the adoption of this standard by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 101, including:
 - Assisting with information gathering by reviewing current leave programs and policies
 - Discussing potential calculation methods
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 101

- Documenting any changes from previous compensated absence calculations methodologies
- Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services and Terms and Conditions Addendum**, on behalf of the TOWN OF FLOWER MOUND, TEXAS.

BY _____
Honorable Mayor, Cheryl Moore

DATE _____

BY _____
John Zagurski, Chief Financial Officer

DATE _____

AM: 2664042

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

- TOWN OF FLOWER MOUND, TEXAS as of and for the year ended September 30, 2025

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with 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)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements are expected to be presented along with management's annual comprehensive financial report. Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the annual comprehensive financial report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the combining and individual fund financial statements and schedules and the schedule of expenditures of federal awards ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Assistance with preparation of the schedule of expenditures of federal awards and related notes
- Proposing for your review and approval the year-end entries related to Governmental Accounting Standards Board Statements 68, 75, 87, 94, and 96, where applicable. Management is responsible for the propriety of the entries

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Rachel Ormsby, Partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written reports upon completion of our audits, addressed to the following parties:

Entity Name

TOWN OF FLOWER MOUND, TEXAS

Party Name

Honorable Mayor and Members of Town Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will 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 the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity'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 the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity'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 the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement

- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- 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 accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to

comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** To the extent allowed under Texas Law, and unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any claims which arise from knowing material misrepresentations to Forvis Mazars, or the intentional withholding or concealment of material information from Forvis Mazars by You or Your personnel. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of You or Your personnel under the terms of this Agreement. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than two (2) years from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of three times (3x) fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards
9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
12. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
13. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

14. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

15. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
16. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
17. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

18. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

19. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is

subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

20. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

21. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
22. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

23. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
24. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same

agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

25. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

26. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
27. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
28. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar

relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

29. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
30. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
31. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.



TOWN COUNCIL AGENDA K.1. REGULAR ITEM(S)

DATE: August 18, 2025

FROM: Meg Jakubik, 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, 2025, and ending on September 30, 2026.**

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 2025-2026 Crime District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on August 1, 2025. The proposed budget is on file for review at Town Hall and the Town's internet website. Town Council will receive a presentation of the proposed budget during the Town Council Work Session on August 21, 2025.

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 18, 2025
FROM: Meg Jakubik, 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, 2025, and ending on September 30, 2026.**

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 2025-2026 Fire District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on August 1, 2025. The proposed budget is on file for review at Town Hall and the Town's internet website. Town Council will receive a presentation of the proposed budget during the Town Council Work Session on August 21, 2025.

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 18, 2025
FROM: Maxine Musuqua, Economic Development Specialist
ITEM: **Public Hearing to consider approval of a Chapter 380 Agreement with MIWD Holding Company, LLC (MI Windows and Doors) for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.**

BACKGROUND: The subject request relates to the proposed Chapter 380 Agreement between the Town of Flower Mound and MIWD Holding Company, LLC (MI Windows and Doors). MI Windows and Doors plans to improve and operate its facility at 1900 Lakeside Parkway, where it currently employs over 600 local workers. They currently have an active Tax Abatement Agreement with the Town, which provides for a 10-year, 75% tax abatement on real and business personal property. The term of this agreement expires December 31, 2025.

The proposed Chapter 380 Agreement provides a modified extension of the incentives, which includes 50% rebates on real and business personal property tax revenue for eight (8) years, beginning with the 2026 tax year. To maintain these benefits, the company is required to employ at least 700 Full-Time Employees (FTE) by January 1, 2027 and maintain no less than eighty-five (85%) of the target FTEs through the term of the agreement. The proposed Chapter 380 Agreement would not only allow the Town to retain a major employer, but it would also allow the company to make a capital investment of approximately \$9 million in new equipment to support the installation of a new product line at the current facility.

The agreement also includes standard legal terms, allowing either party to terminate the contract in the event of breach, bankruptcy, or change in the law. If MIWD Holding Company, LLC fails to meet its obligations, it must repay all tax rebates with interest. The Town's incentives are funded by tax revenue and will be paid annually over the eight (8) year term, based on real and business personal property taxes.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: Real and business personal property tax rebates for 8 years, estimated to be \$118,000 to \$135,000 (cumulatively) per year, dependent on annual property value.

Proposed Expenditure/(Revenue)

\$1,024,462

Account Number(s):

100-600-81000-5320

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

ATTACHMENTS:

1. MI Windows and Doors Chapter 380 Agreement - 08.05.2025 FINAL

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

**CHAPTER 380 AGREEMENT
BETWEEN
THE TOWN OF FLOWER MOUND &
MITER BRANDS (MI WINDOWS AND DOORS)**

This Chapter 380 Agreement (“**Agreement**”) is made and entered into by and between the Town of Flower Mound, Texas (“**Town**”) and MIWD Holding Company, LLC (“**Company**”). Town and Company may sometimes hereafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS:

WHEREAS, the Town has the authority under Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Gov’t Code (“Chapter 380”), to provide economic development grants and incentives to promote local economic development and stimulate business and commercial activity within the Town; and

WHEREAS, the Town previously entered into a 380 and tax abatement agreement with Lakeside Parkway Distribution Center, LLC and MIWD Holding Company, LLC for a commercial warehouse within the Town, which was amended on December 15, 2014; and

WHEREAS, MIWD Holding Company, LLC, is an entity subject to the previous 380 and tax abatement agreement;

WHEREAS, the previous 380 and tax abatement agreement expires in December of 2025;

WHEREAS, the Town desires to provide, pursuant to Chapter 380 an incentive to Company to continue its business operations already ongoing in the Town and to bring additional jobs to the Town; and

WHEREAS, the Company has maintained a significant presence in the Town for nearly a decade and is expanding their operations with currently over 600 local employees; and

WHEREAS, the Company intends to make improvements to and locate and maintain Business Personal Property at the building located at 1900 Lakeside Parkway, Flower Mound, Texas 75028 (“Facility”); and

WHEREAS, the Town has determined that an economic development grant to Company will serve the public purpose of promoting local economic development, and stimulating business and commercial activity within the Town; and

NOW THEREFORE, for and in consideration of the recitals above and the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

The following words shall have the following meanings when used in this Agreement:

The terms “Agreement”, “Town”, “Company”, “Parties”, and “Party” shall have the meanings provided in the recitals above.

“Ad Valorem Tax” means all ad valorem taxes paid to the Town attributable to the Facility and Business Personal Property at the Facility, which are actually received by the Town.

“Affiliate” means any person or entity which directly or indirectly controls, is controlled by or is under common control with Company, during the term of such control. A person or entity will be deemed to be “controlled” by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

“Business Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean Business Personal Property owned by Company and located at the Real Property.

“Business Personal Property Tax Revenue” is the Town’s share of the ad valorem taxes received by the Town from the Denton County Tax Assessor-Collector for the value of all Business Personal Property at the Facility and deposited by the Town into the general fund for the Town.

“Certificate of Occupancy” means the document issued by the Town to Company certifying the Improvements’ compliance with applicable building codes and other laws, if applicable, and indicating it to be in a condition suitable for occupation.

“Effective Date” shall mean the last date this Agreement is executed by the Parties.

“Expiration Date” shall mean the date of payment of the last of the property tax rebates, which date shall not exceed eight (8) years from the Effective Date, unless sooner terminated as provided herein.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Facility” means the building located at 1900 Lakeside Parkway, Flower Mound, Texas 75028.

“FTE” means any employee on a forty (40) hour or more per week schedule, or a combination of two (2) or more employees on part time schedules that equal forty (40) hours.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by the Company within the Town.

“Payment Request” means a written request from Company to Town for payment of the Real Property and Tangible Personal Property tax rebates, which request shall be accompanied by evidence reasonably satisfactory to Town to establish that Company is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Real Property” means the approximately 23.13-acre tract of land generally north of Lakeside Parkway, south of Spinks Road, and west of Gerault Road, Town of Flower Mound, Texas.

“Real Property Tax Revenue” is the Town’s share of the ad valorem taxes received by the Town from the Denton County Tax Assessor-Collector for the value of all added real property improvements (excluding land) on the Property and deposited by the Town into the general fund for the Town.

“Related Agreement” means any agreement (other than this Agreement) by and between Town and Company.

“Tax Revenue Period” means the period of eight (8) calendar years, beginning on January 1, 2026.

“Taxable Value” shall mean the appraised value of the Improvements, or the appraised value of the Business Personal Property, as applicable, as certified by the Denton County Appraisal District, or its successor, for a given year.

“Term” shall have the meaning assigned to such term in Section 2.2.

ARTICLE 2 PROGRAM AND TERM

2.1 Town Grants. As part of the economic development program and in exchange for Company’s completion and compliance with the terms and conditions of this Agreement, the Town agrees to pay Chapter 380 Grants (also referred to as the “Town Grant(s)”) from currently available funds, subject to the following:

- (a) Real Property Tax Revenue - Incentive. Chapter 380 Grant Payments in an amount equal to fifty percent (50%) of the Real Property Tax Revenue for a particular property tax year from taxation of the improved Real Property, which is allocated to and received by the Town for each such year and rebated to the Company by the Town. The Town may pay this grant from any lawfully available source of funding.
- (b) Business Personal Property Tax Revenue - Incentive. Chapter 380 Grant Payments in an amount equal to fifty percent (50%) of the Real Property Tax Revenue for a particular property tax year from taxation of the improved Property, which is allocated to and received by the Town for each such year and rebated to the Company by the Town. The Town may pay this grant from any lawfully available source of funding.

2.2 Submission Data for Real Property Tax Revenue and Business Personal Property Tax Revenue Incentives. Within sixty (60) calendar days at the end of each property tax year for the Real Property Tax Revenue and Business Personal Property Tax incentives, the Company shall submit to the City a written schedule, certified by the Company as to its accuracy and completeness, detailing the following documentation:

- i. At any time after the end of a property tax year in which the Company is entitled to a grant for Real Property Tax Revenue and or Business Personal Property Tax Revenue, the Company must submit written certification to the City stating whether or not the Company is compliant with this Agreement, and attach supporting documentation showing that ad valorem taxes have been paid in full (based upon the certified taxable values for each property tax year as determined by the DCAD).

2.3 Within thirty (30) days after receipt of (i) the Submission Data required by Section 2.2; and (ii) receipt of the Real Property Tax Revenue and Business Personal Property Tax Revenue, as applicable, the Town shall make the Town Grant payments to the Company as provided in Section 2.1(a) and (b). For the sake of clarity, the owner/owner's representative of Real Property ("Owners") may remit all or any portion of the Real Property Tax Revenue and Company may use the documents and receipts provided by Owners as satisfactory evidence of payment for purposes of this Article 2.

2.4 Term. The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 3 COMPANY OBLIGATIONS

In order to receive the property tax incentives as described in Article 2 above, the Company agrees and covenants as follows:

3.1 FTEs. No later than January 1, 2027, the Company shall target to employ at least seven hundred (700) FTEs at the Facility. From January 1, 2027 through the Expiration Date, Company shall maintain no less than eighty five percent (85%) of the target FTEs.

3.2 Compliance with Laws. Company agrees to construct the “Improvements” in accordance with the site plan attached hereto as Exhibit “A” and all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof). Company will provide access to and authorize inspection of the Real Property and Improvements by Town employees to ensure that the Improvements are made according to the specifications and conditions of this Agreement.

3.3 Use and Tenancy. The Real Property and the Improvements constructed thereon at all times shall be used in the manner (i) that is consistent with the Town’s Comprehensive Zoning Ordinance and all other Town development and building regulations, as amended or otherwise specified in this Agreement, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment of the property as currently zoned.

3.4 Annual Certification. Company shall not have an uncured breach or default of this Agreement or a Related Agreement. Additionally, Company shall, before May 1 of each calendar year that the Agreement is in effect, certify in writing to the Town that it is in compliance with each term of the Agreement. A certification provided under Section 2.2(i) satisfies this requirement when required.

3.5 Inspection of Books and Records; Audit. The Company shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement (“Company Records”). The Company shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the City for review and inspection during the term of this Agreement and for ten (10) years after the expiration or termination of this Agreement. **TO ENSURE COMPLIANCE WITH APPLICABLE LAW AND AUDIT BY THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS OR OTHER GOVERNMENTAL AUTHORITIES, THIS PARAGRAPH AND SECTIONS 4 AND 5 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR TEN (10) YEARS AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

Town agrees, to the extent allowed by law, to maintain the confidentiality of the Company Records; however, Company understands and agrees that all Company Records relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the Town shall submit to the Texas comptroller the information as required by Texas Local Gov’t Code Sec. 380.004, and any other information the comptroller considers necessary to operate and update the database described by Section 403.0246, Government Code. Upon the Town’s request, Company agrees to provide the Town access to contract documents, invoices, receipts, records, and reports to verify Company’s compliance with this Agreement.

ARTICLE 4
TERMINATION; REPAYMENT; OFFSET

4.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Company or Town, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within ninety (90) days after written notice thereof;
- (c) upon written notice by Town, if any Impositions owed to Town or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within ten (10) business days after written notice to Company;
- (d) upon written notice by Town, if Company suffers an Event of Bankruptcy or Insolvency; or
- (e) upon written notice by Company or Town, if any subsequent Federal or State legislation or any final decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

4.2 Repayment.

- (a) Company Repayment. In the event this Agreement is terminated by Town pursuant to Section 4.1 (b), (c), (d), or (e), Company shall within sixty (60) days of termination refund to Town: (i) an amount equal to the amount of the Property Tax Rebates provided by Town to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Town) as its prime or base commercial lending rate, accruing from the Effective Date until paid; and (ii) all Real Property and Business Personal Property taxes abated under this Agreement.

- (b) Survival of Repayment Obligations. The repayment obligations of Company set forth in this Section 4.2 shall survive termination of this Agreement.

4.3 Offsets. Town may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to Town from Company, regardless of whether the

amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due Town has been reduced to judgment by a court.

4.4 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 ACTS OR OMISSIONS OF THE COMPANY, OR THEIR CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY HEREBY WAIVES ALL CLAIMS AGAINST TOWN, ITS COUNCIL, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE “TOWN REPRESENTATIVES”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE TOWN REPRESENTATIVES) ARISING FROM THE ACTS OR OMISSIONS OF THE COMPANY, OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE TOWN REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, 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 ARISING FROM COMPANY’S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF COMPANY, OR ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE TOWN REPRESENTATIVES). NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE TOWN REPRESENTATIVES AND COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE TOWN REPRESENTATIVES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE COMPANY’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 5 MISCELLANEOUS

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties.

5.2 Limitation on Liability. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, is deemed to have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions.

5.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. The terms of this Agreement are personal to Company and its successors and assigns and there is no third party beneficiary to this Agreement.

5.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.5 Notice. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, or (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be. The Parties hereby designate the addresses set forth below as their respective notice addresses under this Agreement.

If intended for Town, to:

Town of Flower Mound, Texas
Attn: Economic Development Director
2121 Cross Timbers Rd.
Flower Mound, TX 75028

With a copy to:

Flower Mound Town Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

If intended for Company, to:

MI Windows and Doors
Attn: JR Minnich
1900 Lakeside Parkway
Flower Mound, Texas 75028
RE: Ch. 380 Agreement

With a copy to:

MITER Brands
Attn: Legal Department
2550 Interstate Dr., Ste. 400
Harrisburg, PA 17110

5.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

5.7 Governing Law. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action concerning this Agreement must be in a court of competent jurisdiction in Denton County, Texas

5.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties, or as required by Texas Tax Code Sec. 312.205 (7).

5.9 Legal Construction. 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 other provisions, and the balance of this Agreement will be deemed enforceable and must be read as if the Parties intended at all times to delete said invalid, illegal, or unenforceable provisions.

5.10 Force Majeure. For any delay or failure to perform by a Party for causes beyond its reasonable control, such as natural disasters, labor strikes, embargoes, government mandates, legal orders, casualty events, pandemics/endemics, and as to Company only, actions on the part of Owners which adversely impact Company; the affected Party shall be excused from performance during the period of delay, and furthermore, Company shall be exempt from repayment obligations and any penalties related thereto during, or caused by, such events.

5.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.12 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

5.13 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the Town;

5.14 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.

5.15 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for indirect, special, consequential damages (including lost profits), or exemplary damages.

5.16 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts Town's ability to pay the Town Grant payments, abate taxes, or otherwise extracts or imposes any penalty or other restriction upon the payment of the Town Grant payments or abatement of taxes, such payment and abatements will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event Town shall be under no further obligation to Company as of the effective date of such limitation or restriction.

5.17 Undocumented Workers. Company certifies that Company and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Company or any of their branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date Town notifies Company of the violation.

5.18 Governmental Function. The Parties agree that this Agreement concerns tax collection and serves the public purpose of contributing to the retention or expansion of primary employment or to attraction of major investment in the Town that would be a benefit to the Real and Business Personal Properties. The Parties further agree this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of Town for the benefit of the citizens of Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the State's sovereignty.

5.19 Governmental Immunity. The Parties hereby acknowledge and agree that nothing contained in this Agreement shall be construed as constituting a waiver of their police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. To the extent a Court of competent jurisdiction determines that the Town's governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the Town's immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

5.20 Attorney's Fees. If either Party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing Party in any final judgment or award agrees to pay the other Party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

5.21 Texas Boycott Prohibitions. To the extent required by Texas law, Company 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 this Agreement discriminate against a firearm entity or firearm trade association; (2) it does not “boycott Israel” as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Agreement; (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 this Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

5.22 380 Grant Limitations. Under no circumstances shall the obligations of the Town hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, the Town agrees during the term of this Agreement to make a good faith effort to appropriate funds to pay the Grants for this Agreement. Further, Town shall not be obligated to pay any lienholder, commercial bank, lender, or similar person or financial institution for any loan or credit agreement made by the Company. None of the obligations of Town under this Agreement shall be pledged or otherwise encumbered by the Company in favor of any lienholder, commercial bank, lender, or similar person, or financial institution.

5.23 Ethics Disclosure. To the extent required by law, Company represents that it has completed a Texas Ethics Commission (the “TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Gov’t Code Ch. 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the Town and the contract identification number, Town is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by Company and Town has not verified such information.

5.24 Full Execution Required. This Agreement will not be binding on any party unless fully executed by all parties.

[Signatures on following page]

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, on this ____ day of _____, 2025.**

TOWN:

TOWN OF FLOWER MOUND, TEXAS

Cheryl Moore, Mayor

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2025,
Cheryl Moore, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on
behalf of said Town.

Notary Public, State of Texas

COMPANY:

MIWD Holding Company, LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____, the _____ of MIWD Holding Company, LLC.

Notary Public, State of Texas

EXHIBIT "A"

[Tenant Improvements – to be provided when final and
upon Lease-required review and approval]



TOWN COUNCIL AGENDA M.1. WORK SESSION ITEM

DATE: August 18, 2025
FROM: Blake Manuel, Management Analyst
ITEM: **Presentation and discussion regarding the Town's Dangerous Dog Ordinance.**

BACKGROUND: Town Council requested this agenda item at the July 7th Town Council Meeting under Future Agenda Items. The request is to present and discuss the Town's ordinances pertaining to dangerous dogs. Staff will present the Town's ordinance as well as comparisons to the State code and other benchmark cities. The intent of this item is for Town Council to discuss and provide staff with direction.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$0

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: Discuss and provide staff with direction.