



**FORUM ESTATES PUBLIC IMPROVEMENT
DISTRICT ANNUAL MEETING
MAIN LIBRARY, 901 CONOVER DR.
WEDNESDAY, SEPTEMBER 18, 2024 AT 6:00 PM**

AGENDA

CALL TO ORDER

CITIZENS' FORUM

Citizens may speak during Citizens' Forum for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

AGENDA ITEMS

1. Consider Minutes from March 25, 2024 and August 12, 2024 Meetings.
2. Community Updates:
 - (1) Trucks Illegally Parked within the community to include Residential and Business areas.
 - (2) Bandit Signs – Not allowed and may be removed.
 - (3) Trash Pickup – Holiday Schedule will be listed in the Pipeline Newsletter that is included in the water bill.
 - (4) Short Term Rentals within Forum Estates PID
3. Consider proposal from LandWorks to seed bare areas on Forum Drive between Great Southwest Parkway and Mayfield in the amount of \$1,110.00.
4. Consider proposal from LandWorks for pick up/haul and dispose of dumped tree debris at the entrance of Highway 360 and Atrium in the amount of \$376.00.
5. Consider proposal from LandWorks to plant the void areas on Forum Drive in the amount of \$1,857.00
6. Consider proposal from LandWorks to plant the void/missing areas on Great Southwest Parkway in the amount of \$2,620.00.
7. Consider proposal from LandWorks to paint monument letters & seal at Mesa Verde (West Side Only) & Mayfield and Cowboy Tr & Mayfield (East & West Sides) in the amount of \$1,440.00.
8. Consider proposal from LandWorks for Brighton Estates on Forum Dr to pull large miscanthus grass and install Dwarf Butterfly Bushes in the amount of \$1,216.00.
9. Consider Proposal from LandWorks to Fill Low Spots Along Streets & Sidewalks at 360 and Atrium Entrance in the Amount of \$495.00

- [10.](#) Consider proposal from LandWorks for Brighton Estates to add a stone border at Forum/Freeman P1 (inner bed 28'), S Great Southwest Parkway/Forum (52'), and Pelaw/ S Great Southwest Parkway (inner bed 58') in the amount of 8,064.00
- [11.](#) Consider Proposal from LandWorks to install 47 flag pole sleeves at Mayfield/Forum Monument, Forum and Great Southwest Parkway, new monument on Mayfield, and with caps in the amount of \$1,269.00
- [12.](#) Consider proposal from LandWorks to pressure wash Cimmaron rock retaining wall along Forum Dr. in the amount of \$845.00.
- [13.](#) Consider proposals from Future Outdoors to Demo Existing Fence at Forum Dr and Great Southwest Parkway and Install 6' Tall Rhino Rock Fence in the Amount of \$307,305 for a 1,991 Foot Fence or \$334,572 for a 2,062.5 Foot Fence
- [14.](#) Discuss wall easement responses for Seven Hills Dr & Tivoli Dr
- [15.](#) Discuss designs for the traffic signal boxes located at the intersections of Forum Drive/Mayfield Road and Forum Drive/Great Southwest Parkway
- [16.](#) Discuss Flock Safety equipment
- [17.](#) Discussion of Budget to Actual Financial Reports for September 30, 2023, August 31, 2024, and FY 2025 Budget
- [18.](#) Nomination and Election of Advisory Board Members - 2 Open Positions
- [19.](#) Selection of Officers - President, Vice President, Secretary/Treasurer

CITIZENS' FORUM

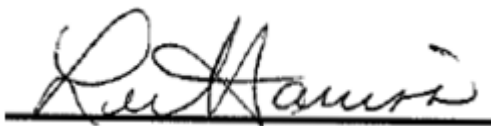
Citizens may speak during Citizens' Forum for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

ADJOURNMENT

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, this meeting agenda was prepared and posted September 13, 2024.

This location is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-237-8091 or email at least three (3) business days prior to the scheduled meeting to request an accommodation.



Lee Harris, CPA

Special District Administrator, Finance Department



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024
REQUESTER: Brenda Waters
PRESENTER: Brenda Waters
TITLE: Consider Minutes from March 25, 2024 and August 12, 2024 Meetings.

ANALYSIS:

FORUM ESTATES PUBLIC IMPROVEMENT DISTRICT BOARD MEETING

GRAND PRAIRIE MUNICIPAL AIRPORT, 3116 S GREAT SOUTHWEST
PKWY.

MONDAY, MARCH 25, 2024 AT 6:00 PM

MEETING MINUTES

CALL TO ORDER

The meeting was called to order at 6:14 p.m. Those present were board members John Sittman, Chandra Charles, Cynthia Dorgan, La Paula Ward, and Shawn Connor and others: Brenda Waters and Courtney Lynas with First Service Residential and Lee Harriss with the City of Grand Prairie.

CITIZENS' FORUM

There were no comments.

AGENDA ITEMS

1. Consider Minutes of September 11, 2023 and October 16, 2023 Meetings
The minutes were approved.
2. Community Updates — Code Compliance update presentation reviewing changes to the Code Compliance Division policies and procedures over the past year.
3. Community Updates:
Code Compliance update included trucks illegally parked within the community, marketing signs, short term rental, solicitation, apartments and Keep Grand Prairie Beautiful.
4. Discuss City Council Election 5/4/2024 — At Large, Place 8
The board discussed the election.
5. Consider proposals from Bob Owens Electric Company, Incorporated for electrical options for the landscaping bed at the SE corner of Great Southwest Parkway:
Approved Option 2135-2 to install new photocell at power source to allow dusk to dawn control for the outlets on the corner and install (4) new LED lights on HD posts to accent the landscaping, powered by existing circuit in the amount of \$4,117.87.

6. Consider the proposal from The Majestic Christmas Company for 4th of July Flag display in the amount of \$1,636.00 (Tax not included). To place flags at the following locations:

Forum Dr. (10 Flags & flood lights)

Forum Dr. & Mayfield (10 Flags & flood lights)

Southeast corner of Great Southwest Pkwy & Forum Dr. (4 flags & flood lights)

2300 block of Mayfield Rd (8 flags and flood lights)

This was approved.

7. Discuss communication methods to residents of Forum Estates PID regarding the wall repair easement letters for Seven Hills Dr. & Tivoli Dr. Example letter.

The board discussed communication methods to residents regarding the wall repair easement letters.

8. Consider designs for the traffic signal boxes located at the intersections of Forum Drive/Mayfield Road and Forum Drive/Great Southwest Parkway

Tabled

9. Discuss stationary for Forum Estates PID (envelopes and/or letterhead). A photo of the new monument is attached.

The board discussed the stationary for the letters.

10. Consider proposal from Identitec to deliver and install (1) 36 x 48 sign (Trinity River) with fluted pole with small base and supports for frame in the Mayfield median near Mesa Verde in Cimarron Estates in the amount of \$870.00

This was approved.

11. Consider proposal from LandWorks for Cimarron Estates raised bed enhancement located at Forum Dr. and Tamarack Dr. including: bed prep, new plant material, additional irrigation and new mulch in the amount of \$13,443.00

This was approved.

12. Consider proposal from LandWorks for Seven Hills bed enhancement project located in Oak Highlands at Seven Hills Terrace & Forum Dr. to include: bed prep, plant enhancements, new mulch, and additional irrigation in the amount of \$3,435.00

This was approved.

13. Consider proposal from LandWorks to mulch all beds and tree rings for Forum Estates PID in the amount of \$10,920.00

This was approved.

14. Consider the proposal from LandWorks to replace the two (2) missing and one (1) dead Live Oak Trees for Brighton Estates at Pelaw Ln. & South Great Southwest Pkwy including removing dead tree & old root balls in the amount of \$2,835.00

This was approved.

15. Consider the proposal from LandWorks to install new landscape and irrigation after the new bed wall is completed at Great Southwest and Bridge to include bed prep, fill, sod, stone/rock, and plant material in the amount of \$12,507.00

This was approved.

16. Consider proposal from Brick and Stone Master to complete seal two black Oak Highlands monument signs located at Forest Trail and the median at Forum Drive near Palladium in the amount of \$640.00.

This was approved.

17. Consider proposal from Brick and Stone Master to complete the repair of the planter box located at Colosseum & Forum to include removal of the damaged brick rowlock, wash down stone and footing band, relay original brick section and set in new adhesive bond, sealing of adjacent joints, clean up and haul off rubble and debris in the amount of \$594.00.

This was approved.

18. Discussion of Budget to Actual Financial Report for February 29, 2024

Ms. Harris reviewed the budget to actual report and the FY 2024 budget.

CITIZENS' FORUM

There were no citizen comments.

ADJOURNMENT

The meeting was adjourned at 8:20 pm

**FORUM ESTATES PUBLIC IMPROVEMENT
DISTRICT BOARD MEETING
MAIN LIBRARY, 901 CONOVER DR.
MONDAY, AUGUST 12, 2024 AT 6:30 PM**

MEETING MINUTES

CALL TO ORDER

Brenda Waters, FirstService Residential called the meeting to order at 6:41 pm. Present included Board members John Sittman, Chandra Charles, Shawn Connor, LaPaula Davis, Cynthis Dorgan was present via proxy and others — Special District Administrator Lee Harriss.

CITIZENS' FORUM

Citizens may speak during Citizens' Forum for up to five minutes on any item not on the agenda by completing and submitting a speaker card or raise your hand.

Homeowner asked about installing pet waste stations along Paladium.

AGENDA ITEMS

1. Community Updates — Brenda Waters discussed:
 - a) Trucks Illegally Parked within the community to include Residential & Business areas
 - b) Marketing Signs: Stakes & Banners - Apartments & Businesses
 - c) Short Term Rentals within the Forum Estates PID
 - d) Solicitation - Grand Prairie Police Non-Emergency
 - e) Food Trucks — Updated Process for Permit
 - f) Bandit Signs — Code Compliance
 - g) City Wide Alerts & Notifications
 - h) Trash Collection Days Changing Effective 10/2/23
 - i) Brush Pick-Up Information
 - j) How to Schedule Bulky Waste Pick Up

2. Consider proposal from Bob Owens Electric for underground trench/bore and installation of (2)-quad GFCI outlets located at the southwest corner of Forum Dr. and Great Southwest Pkwy. in the amount of:

- Option 1: \$12,900
- Option 2: \$13,700 (includes 4 RAB Leslie LED floodlights)

The board approved Option 2.

3. Consider proposals for repair to uplighting in landscape bed at Forum and Olympia where AT&T cut the line in the amounts of \$1,962.91 and \$6,655.36

4. Discussion of Budget to Actual Financial Reports for July 31, 2024.

Ms. Harriss reviewed the budget to actual report and FY 2024 budget.

5. Consider FY 2025 Budget and Assessment Rate.

The board approved the budget.

6. Adjournment

The meeting was adjourned at 7:58 pm.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Community Updates:

- (1) Trucks Illegally Parked within the community to include Residential and Business areas.
- (2) Bandit Signs – Not allowed and may be removed.
- (3) Trash Pickup – Holiday Schedule will be listed in the Pipeline Newsletter that is included in the water bill.
- (4) Short Term Rentals within Forum Estates PID

ANALYSIS:



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Consider proposal from LandWorks to seed bare areas on Forum Drive between Great Southwest Parkway and Mayfield in the amount of \$1,110.00.

ANALYSIS:

LandWorks



P. O. Box 151505
Arlington, Texas 76015

972-606-0311 (Office)
972-606-4535 (Fax)

TDA 296752
LI 10801

Work Order

| | | | |
|--------------|------------------|-------------|-------------------|
| Project Name | <u>Forum PID</u> | Project No. | _____ |
| Address | _____ | City | _____ |
| | | Date | <u>08.19.2024</u> |

- | | | | |
|--------------------------|-------------------|-------------------------------------|----------------|
| <input type="checkbox"/> | Basic Maintenance | <input type="checkbox"/> | Irrigation |
| <input type="checkbox"/> | Arbor Care | <input checked="" type="checkbox"/> | Enhancement |
| <input type="checkbox"/> | Fertilization | <input type="checkbox"/> | Seasonal Color |
| <input type="checkbox"/> | Seasonal Lighting | <input type="checkbox"/> | Other |

Scope of Work
October 1st - Oct 15th

Forum Drive between GSW & Mayfield seed bare areas with Fescue seed and
starter fertilizer, 300 lbs.

Labor \$1,110.00

Materials Included

Tax \$0.00

Total Amount \$1,110.00

Approved by _____ Date _____ Date Completed _____

* ESTIMATE GOOD FOR 60 DAYS!



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Consider proposal from LandWorks for pick up/haul and dispose of dumped tree debris at the entrance of Highway 360 and Atrium in the amount of \$376.00.

ANALYSIS:



LandWorks

Phone 972-606-0311

Fax 972-606-4535

Work Order

| | | |
|--------------------|-----------------|------------------------|
| Project Name _____ | Forum PID _____ | Project No. _____ |
| Address _____ | City _____ | Date <u>08.26.2024</u> |

- | | |
|--|---|
| <input type="checkbox"/> Basic Maintenance | <input type="checkbox"/> Irrigation |
| <input type="checkbox"/> Arbor Care | <input checked="" type="checkbox"/> Enhancement |
| <input type="checkbox"/> Fertilization | <input type="checkbox"/> Seasonal Color |
| <input type="checkbox"/> Seasonal Lighting | <input type="checkbox"/> |

Scope of Work

360 Entry pick up/ haul & dispose dumped tree debris.

Includes debris disposal fees.

Labor \$ 376.00

Materials \$ -

Tax \$ -

Total Amount \$ 376.00

Approved by _____

Date _____

Date Completed _____

*** ESTIMATE GOOD FOR 60 DAYS!**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Consider proposal from LandWorks to plant the void areas on Forum Drive in the amount of \$1,857.00

ANALYSIS:



LandWorks

Phone 972-606-0311

Fax 972-606-4535

Work Order

| | | |
|--------------------|-----------------|------------------------|
| Project Name _____ | Forum PID _____ | Project No. _____ |
| Address _____ | City _____ | Date <u>07.22.2024</u> |

- | | | | |
|--------------------------|-------------------|-------------------------------------|----------------|
| <input type="checkbox"/> | Basic Maintenance | <input type="checkbox"/> | Irrigation |
| <input type="checkbox"/> | Arbor Care | <input checked="" type="checkbox"/> | Enhancement |
| <input type="checkbox"/> | Fertilization | <input type="checkbox"/> | Seasonal Color |
| <input type="checkbox"/> | Seasonal Lighting | <input type="checkbox"/> | |

Scope of Work

Forum Drive plant the following in voids

| | |
|--|-------------|
| 1 - 3 gal Red Yucca | \$ 39.00 |
| 2 - 10' - 12 'Tuscarora' Crepe Myrtles | \$ 850.00 |
| 1 - 3" gal Chinese Pistache | \$ 812.00 |
| 4 - 3 gal White Roses | \$ 156.00 |
| Labor | \$ 1,857.00 |
| Materials | Included |
| Tax | \$ - |
| Total Amount | \$ 1,857.00 |

Approved by _____ Date _____ Date Completed _____

*** ESTIMATE GOOD FOR 60 DAYS!**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Consider proposal from LandWorks to plant the void/missing areas on Great Southwest Parkway in the amount of \$2,620.00.

ANALYSIS:



LandWorks

Phone 972-606-0311

Fax 972-606-4535

Work Order

| | | |
|--------------------|-----------------|------------------------|
| Project Name _____ | Forum PID _____ | Project No. _____ |
| Address _____ | City _____ | Date <u>08.26.2024</u> |

- | | | | |
|--------------------------|-------------------|-------------------------------------|----------------|
| <input type="checkbox"/> | Basic Maintenance | <input type="checkbox"/> | Irrigation |
| <input type="checkbox"/> | Arbor Care | <input checked="" type="checkbox"/> | Enhancement |
| <input type="checkbox"/> | Fertilization | <input type="checkbox"/> | Seasonal Color |
| <input type="checkbox"/> | Seasonal Lighting | <input type="checkbox"/> | |

Scope of Work

GSW Parkway Plant the following in voids/missing

| | | |
|---|----|----------|
| Island - 10 - 3 gal DWF Butterfly Bush | \$ | 440.00 |
| Island - 95 - 1 gal DWF Mexican Petunia | \$ | 1,235.00 |
| Island 1 - 45 gal Red Oak | \$ | 945.00 |

Labor \$ 2,620.00

Materials Included

Tax \$ -

Total Amount \$ 2,620.00

Approved by _____ Date _____ Date Completed _____

*** ESTIMATE GOOD FOR 60 DAYS!**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Consider proposal from LandWorks to paint monument letters & seal at Mesa Verde (West Side Only) & Mayfield and Cowboy Tr & Mayfield (East & West Sides) in the amount of \$1,440.00.

ANALYSIS:



LandWorks

Phone 972-606-0311

Fax 972-606-4535

Work Order

| | | |
|--------------------|-----------------|------------------------|
| Project Name _____ | Forum PID _____ | Project No. _____ |
| Address _____ | City _____ | Date <u>08.26.2024</u> |

- | | | | |
|--------------------------|-------------------|-------------------------------------|----------------|
| <input type="checkbox"/> | Basic Maintenance | <input type="checkbox"/> | Irrigation |
| <input type="checkbox"/> | Arbor Care | <input checked="" type="checkbox"/> | Enhancement |
| <input type="checkbox"/> | Fertilization | <input type="checkbox"/> | Seasonal Color |
| <input type="checkbox"/> | Seasonal Lighting | <input type="checkbox"/> | |

Scope of Work

Paint Monument letters & seal at these entries

| | |
|-----------------------------|-----------|
| Mesa Verde - West Side only | \$ 480.00 |
| Cowboy - East & West sides | \$ 960.00 |

Labor \$ 1,440.00

Materials Included

Tax \$ -

Total Amount \$ 1,440.00

Approved by _____ Date _____ Date Completed _____

*** ESTIMATE GOOD FOR 60 DAYS!**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Consider proposal from LandWorks for Brighton Estates on Forum Dr to pull large miscanthus grass and install Dwarf Butterfly Bushes in the amount of \$1,216.00.

ANALYSIS:



LandWorks

Phone 972-606-0311

Fax 972-606-4535

Work Order

| | | |
|--------------------|-----------------|------------------------|
| Project Name _____ | Forum PID _____ | Project No. _____ |
| Address _____ | City _____ | Date <u>08.26.2024</u> |

- | | |
|--|---|
| <input type="checkbox"/> Basic Maintenance | <input type="checkbox"/> Irrigation |
| <input type="checkbox"/> Arbor Care | <input checked="" type="checkbox"/> Enhancement |
| <input type="checkbox"/> Fertilization | <input type="checkbox"/> Seasonal Color |
| <input type="checkbox"/> Seasonal Lighting | <input type="checkbox"/> |

Scope of Work

Brighton Estates - 3 beds pull large miscanthus grass & install 18 - 3 gal

Dwarf Butterfly Bush. Includes debris disposal fees.

Labor \$ 1,216.00

Materials Included

Tax \$ -

Total Amount \$ 1,216.00

Approved by _____ Date _____ Date Completed _____

*** ESTIMATE GOOD FOR 60 DAYS!**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Consider Proposal from LandWorks to Fill Low Spots Along Streets & Sidewalks at 360 and Atrium Entrance in the Amount of \$495.00

ANALYSIS:



LandWorks

Phone 972-606-0311

Fax 972-606-4535

Work Order

| | | |
|--------------------|-----------------|------------------------|
| Project Name _____ | Forum PID _____ | Project No. _____ |
| Address _____ | City _____ | Date <u>08.26.2024</u> |

- | | |
|--|---|
| <input type="checkbox"/> Basic Maintenance | <input type="checkbox"/> Irrigation |
| <input type="checkbox"/> Arbor Care | <input checked="" type="checkbox"/> Enhancement |
| <input type="checkbox"/> Fertilization | <input type="checkbox"/> Seasonal Color |
| <input type="checkbox"/> Seasonal Lighting | <input type="checkbox"/> |

Scope of Work

360 Entry - Fill low spots along cars & sidewalks pointed out during 08-22 meeting

34 yds mixed soil

Labor \$ 495.00

Materials Included

Tax \$ -

Total Amount \$ 495.00

Approved by _____

Date _____

Date Completed _____

*** ESTIMATE GOOD FOR 60 DAYS!**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Consider proposal from LandWorks for Brighton Estates to add a stone border at Forum/Freeman P1 (inner bed 28'), S Great Southwest Parkway/Forum (52'), and Pelaw/ S Great Southwest Parkway (inner bed 58') in the amount of 8,064.00

ANALYSIS:



LandWorks

Phone 972-606-0311

Fax 972-606-4535

Work Order

| | | |
|--------------------|-----------------|------------------------|
| Project Name _____ | Forum PID _____ | Project No. _____ |
| Address _____ | City _____ | Date <u>08.26.2024</u> |

- | | |
|--|---|
| <input type="checkbox"/> Basic Maintenance | <input type="checkbox"/> Irrigation |
| <input type="checkbox"/> Arbor Care | <input checked="" type="checkbox"/> Enhancement |
| <input type="checkbox"/> Fertilization | <input type="checkbox"/> Seasonal Color |
| <input type="checkbox"/> Seasonal Lighting | <input type="checkbox"/> |

Scope of Work

- | | |
|--|---------|
| 1. Brighton - Forum/Freeman P1 - (inner bed - 28') | 2784.00 |
| 2. Brighton - GSW/Forum corner bed (52') | 2496.00 |
| 3. Brighton - Pelaw/GSW corner bed (inner bed 58') | 2784.00 |

PID will pay Brickmaster direct for work.

Labor \$ 8,064.00

Materials included

Tax \$ -

Total Amount \$ 8,064.00

Approved by _____ Date _____ Date Completed _____

*** ESTIMATE GOOD FOR 60 DAYS!**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Consider Proposal from LandWorks to install 47 flag pole sleeves at Mayfield/Forum Monument, Forum and Great Southwest Parkway, new monument on Mayfield, and with caps in the amount of \$1,269.00

ANALYSIS:

LandWorks



Phone 972-606-0311

Fax 972-606-4535

Work Order

| | | |
|--------------------|-----------------|------------------------|
| Project Name _____ | Forum PID _____ | Project No. _____ |
| Address _____ | City _____ | Date <u>08.26.2024</u> |

- | | |
|--|---|
| <input type="checkbox"/> Basic Maintenance | <input type="checkbox"/> Irrigation |
| <input type="checkbox"/> Arbor Care | <input checked="" type="checkbox"/> Enhancement |
| <input type="checkbox"/> Fertilization | <input type="checkbox"/> Seasonal Color |
| <input type="checkbox"/> Seasonal Lighting | <input type="checkbox"/> |

Scope of Work

Updated 08-26-24 (11 new locations)

47 Flag locations - Install 2' long PVC sleeve & set with concrete.

13 bags concrete, 80' pipe & 36 caps

*** Recommend do between flower changes**

Labor \$ 987.00

Materials \$ 282.00

Tax \$ -

Total Amount \$ 1,269.00

Approved by _____

Date _____

Date Completed _____

*** ESTIMATE GOOD FOR 60 DAYS!**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Consider proposal from LandWorks to pressure wash Cimmaron rock retaining wall along Forum Dr. in the amount of \$845.00.

ANALYSIS:



LandWorks

Phone 972-606-0311

Fax 972-606-4535

Work Order

| | | |
|--------------------|-----------------|------------------------|
| Project Name _____ | Forum PID _____ | Project No. _____ |
| Address _____ | City _____ | Date <u>08.26.2024</u> |

- | | |
|--|---|
| <input type="checkbox"/> Basic Maintenance | <input type="checkbox"/> Irrigation |
| <input type="checkbox"/> Arbor Care | <input checked="" type="checkbox"/> Enhancement |
| <input type="checkbox"/> Fertilization | <input type="checkbox"/> Seasonal Color |
| <input type="checkbox"/> Seasonal Lighting | <input type="checkbox"/> |

Scope of Work

Cimmaron rock retaining wall along Forum drive pressure wash

Labor \$ 845.00

Materials \$ -

Tax \$ -

Total Amount \$ 845.00

Approved by _____

Date _____

Date Completed _____

*** ESTIMATE GOOD FOR 60 DAYS!**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Consider proposals from Future Outdoors to Demo Existing Fence at Forum Dr and Great Southwest Parkway and Install 6' Tall Rhino Rock Fence in the Amount of \$307,305 for a 1,991 Foot Fence or \$334,572 for a 2,062.5 Foot Fence

ANALYSIS:



4911 N. Hwy 67, Midlothian, TX 76065
 Phone (972) 576-1600

www.futureoutdoors.com sales@futureoutdoors.com

Proposal A

Job Name: **Forum @ Great Southwest Parkway** Date: 08/19/24

| | |
|-----------------------------------|---------------------------|
| Customer: Forum Estates | Fax number: |
| Street: <i>Forum Drive</i> | |
| City: Grand Prairie, TX | |
| Phone: | |
| | Alternate numbers: |
| | Alternate numbers: |

| Color | Footage | Height & Description | Price/unit | Extended Price |
|-------------------------------------|---------|--|------------------|----------------------|
| Rhino Rock | | | None | |
| 6' Concrete Fence | 1991 | 6' Tall RhinoRock Concrete Fence | 88.00 | \$ 175,208.00 |
| | | RhinoRock is a Fiberglass reinforced | | \$ - |
| | | Concrete fence with a Polystyrene core. | | \$ - |
| | | | | \$ - |
| | | Fence painted. Customer to select color | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Mow Strip | 1991 | Concrete Mow strip beneath fence | 25.00 | \$ 49,775.00 |
| | | 12" wide by 6" to 16" tall (varying heights) | | \$ - |
| Traffic Control | 4 | Column Foundations | 400.00 | \$ 1,600.00 |
| | 1 | Traffic control to close lane | 3200.00 | \$ 3,200.00 |
| | | <i>includes equipment, set-up and permitting.</i> | | \$ - |
| Temp Fence | 1991 | | 3.00 | \$ 5,973.00 |
| | | | | \$ - |
| Painting | 1991 | | 6.00 | \$ 11,946.00 |
| Installation | 1991 | | 15.00 | \$ 29,865.00 |
| Demo / Removal | 1220 | Demo & remove Poured in place solid Concrete fence | 24.00 | \$ 29,280.00 |
| Demo / Removal | 114.5 | Demo & remove wood fence | 4.00 | \$ 458.00 |
| | | | Job total | \$ 307,305.00 |
| | | | | \$ - |
| | | | | \$ - |
| ADDITIONAL CHARGE FOR COLORS | | | | |

Any warranties on material comes from the manufacturer and not from Future Outdoors, LLC.
 It is agreed that all material is considered purchased upon signature of the contract.
 It is agreed that 50% of the purchased price is due upon execution of the contract and the balance is due upon completion of installation.
 This proposal will be honored for 30 days from the proposal date.
 Please verify that this proposal accurately reflects the work you are requesting by initialing below.

| | |
|----------------------|----------|
| Future Outdoors, LLC | Customer |
| Date | Date |



Proposal B

Job Name: **Forum @ Great Southwest Parkway** Date: 08/19/24

| | | | |
|------------------|--------------------|---------------------------|--|
| Customer: | Forum Estates | Fax number: | |
| Street: | Forum Drive | Alternate numbers: | |
| City: | Grand Prairie, TX | Alternate numbers: | |
| Phone: | | | |

| Color | Footage | Height & Description | Price/unit | Extended Price |
|--------------------------|---------|---|------------------|----------------------|
| Rhino Rock | | | None | |
| 6' Concrete Fence | 2062.5 | 6' Tall RhinoRock Concrete Fence | 88.00 | \$ 181,500.00 |
| | | RhinoRock is a Fiberglass reinforced Concrete fence with a Polystyrene core. | | \$ - |
| | | Fence painted. Customer to select color | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Mow Strip | 2062.5 | Concrete Mow strip beneath fence 12" wide by 6" to 16" tall (varying heights) | 25.00 | \$ 51,562.50 |
| | | | | \$ - |
| Traffic Control | 4 | Stone column Foundations | 400.00 | \$ 1,600.00 |
| | 1 | Traffic control to close lane includes equipment, set-up and permitting. | 3200.00 | \$ 3,200.00 |
| | | | | \$ - |
| Temp Fence | 2062.5 | | 3.00 | \$ 6,187.50 |
| | | | | \$ - |
| Painting | 2062.5 | | 6.00 | \$ 12,375.00 |
| Installation | 2062.5 | | 15.00 | \$ 30,937.50 |
| Demo / Removal | 1948 | Demo & remove Poured in place solid Concrete fence | 24.00 | \$ 46,752.00 |
| Demo / Removal | 114.5 | Demo & remove wood fence | 4.00 | \$ 458.00 |
| | | | Job total | \$ 334,572.50 |
| | | | | \$ - |
| | | | | \$ - |

ADDITIONAL CHARGE FOR COLORS

Any warranties on material comes from the manufacturer and not from Future Outdoors, LLC.
 It is agreed that all material is considered purchased upon signature of the contract.
 It is agreed that 50% of the purchased price is due upon execution of the contract and the balance is due upon completion of installation.
 This proposal will be honored for 30 days from the proposal date.
 Please verify that this proposal accurately reflects the work you are requesting by initialing below.

| | |
|-----------------------------|-----------------|
| Future Outdoors, LLC | Customer |
| Date | Date |



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024
REQUESTER: Brenda Waters
PRESENTER: Brenda Waters
TITLE: Discuss wall easement responses for Seven Hills Dr & Tivoli Dr

ANALYSIS:

A. Oak Highlands: Seven Hills Dr & Tivoli Dr – 6 of 26 easements have been recorded.

Remaining easements needed:

- I. Seven Hills Dr: 2538,2542,2546,2550,2554,2558,2562,2566**
- II. Tivoli Dr.: 3602,3614,3626,3630,3634,3638,3642,3646,3654,3658,3666,3670**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Brenda Waters

PRESENTER: Brenda Waters

TITLE: Discuss designs for the traffic signal boxes located at the intersections of Forum Drive/Mayfield Road and Forum Drive/Great Southwest Parkway

ANALYSIS:



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024
REQUESTER: Brenda Waters
PRESENTER: Brenda Waters
TITLE: Discuss Flock Safety equipment

ANALYSIS:

Dept:* Finance

Contract ID: 58073

For:

Bid Number:

Contact Name: Lee Harriss

Contact Phone:* 8091

Contact Email:* lharriss@gptx.org

Vendor Name: Flock Safety

Vendor Email: rebecca.gregor@flocksafety.com

Project Name: Forum Estates PID license plate cameras

Summary:

Permanent Retention*

Yes

No

Contract Amount

\$ 25,000.00

Total Contract Amount over all terms

\$ 50,000.00

Account #

321592-68061-FRPID

Work Order #

Dates

Implementation Date

4/1/2023

Termination Date

3/31/2025

Council Approval Date

11/7/2023

Contract Approvals

Department Manager:

Cathy Patrick

Date 11/13/2023

City Attorney Signature

Tiffany Bull

Date 11/13/2023

City Manager Signature



Date 8/12/2024

City Secretary Signature



Date 11/10/2023

Legal Reviewer

Which attorney previously reviewed this contract?

Tiffany Bull

Email

Flock Safety + TX - Forums Estates PID

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Rebecca Gregor
rebecca.gregor@flocksafety.com

flock safety

f^Yock safety

RENEWAL ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms and conditions attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

| | | | |
|-------------------------|--|-------------------|-----------|
| Customer: | TX - Forums Estates PID | Renewal Term: | 24 Months |
| Legal Entity Name: | TX - Forums Estates PID | Payment Terms: | Net 15 |
| Accounts Payable Email: | lharriss@gptx.org | Retention Period: | 30 Days |
| Address: | Forum Drive Grand Prairie, Texas 75050 | | |

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|-----------------------------------|----------|----------|-------------|
| Flock Safety Platform | | | \$25,000.00 |
| Flock Safety LPR Products | | | |
| Flock Safety Falcon ® | Included | 10 | Included |
| Annual Recurring Subtotal: | | | \$25,000.00 |
| Contract Total: | | | \$50,000.00 |

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.

Notwithstanding any other provision, the Term of this Renewal Order Form shall be from May 10, 2023 through May 9, 2025.

| Flock Safety Platform Item | Product Description | Terms |
|----------------------------|---|---|
| Flock Safety Falcon ® | An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes. | The Term shall commence upon first installation and validation of Flock Hardware. |

| One-Time Fees | Service Description |
|---|--|
| Installation on existing infrastructure | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Forums Estates PID

By: DocuSigned by:
Mark Smith
AG5C001454G24F0...

Name: Mark Smith

Title: General Counsel

Date: 8/1/2024

By: Cheryl De Leon

Name: Cheryl De Leon

Title: Deputy City Manager

Date: 8/12/2024

PO Number: _____

Tiff Bell

Approved as to Form
City Attorney's Office
Grand Prairie, Texas

f[↑]lock safety

TERMS AND CONDITIONS

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1. “*Aggregated Data*” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.2. “*Authorized End User(s)*” means any individual employees, agents, or contractors of Customer accessing or using the Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

1.3 “*Customer Data*” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “*Customer Hardware*” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “*Deployment Plan*” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.6 “*Documentation*” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

1.7 “*Embedded Software*” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Customer Hardware.

1.8 “*Falcon Flex*” means an infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.

1.9 “*Flock Hardware*” means the Flock cameras or devices, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.10 “*Flock IP*” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

1.11 “*Flock Safety Falcon™*” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.12 “*Flock Safety Raven™*” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.13 “*Flock Safety Sparrow™*” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “*Footage*” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Services.

1.15 “*Implementation Fee(s)*” means the monetary fees associated with the Installation Services, as defined in Section 1.16 below.

1.16 “*Installation Services*” means the services provided by Flock for installation of Customer Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Customer Hardware.

1.17 “*Services*” or “*Flock Services*” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.18 “*Support Services*” means Monitoring Services, as defined in Section 2.10 below.

1.19 “*Usage Fee*” means the subscription fees to be paid by the Customer for ongoing access to Services.

1.20 “*Web Interface*” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.21 “*Wing Livestream*” means real-time video integration with third-party cameras via the Flock interface.

1.22 “*Wing LPR*” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.23 “*Wing Replay*” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.24 “*Wing Suite*” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Customer Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.25 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Customer’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Customer with the Documentation to be used in accessing and using the Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Customer and Authorized End Users.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Customer Hardware; in each case, solely as necessary for Customer to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Customer Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation ("*Permitted Purpose*"). Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Customer understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Customer upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and

cure period set for in Section 6.3, Customer agrees and understands that in the event Customer is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Customer.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose ("*Service Suspension*"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("*Service Interruption*"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Except as provided herein, Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the expiration of the Term will be tolled by the duration of the Service Interruption (for any

City of Grand Prairie - Revised January 2023

continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Customer's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Customer regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Customer to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock will not install Flock Hardware in unsuitable locations, including but are not limited to, locations where the placement would create a traffic safety hazard, where the operation of the hardware would interfere with communications or operations of the Agency, or the Agency does not own or control, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Customer's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Customer will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.8.2 Customer Installation Obligations. Customer agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Customer is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Customer refuses recommended solar options, Customer waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Customer is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local

City of Grand Prairie - Revised January 2023

taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Customer ("*Customer Installation Obligations*"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Customer with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them prior to the execution of this Agreement or a third party requires Flock to pay, provided that Customer is made aware of the charges and agrees to accept them, in writing, prior to the costs being incurred. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Customer Hardware. Notwithstanding anything to the contrary, Customer understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

City of Grand Prairie - Revised January 2023

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Customer on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties, in writing, prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Customer with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Customer is solely responsible for installation of Falcon Flex products. Customer further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Customer's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer Obligations. Flock will assist Customer's Authorized End Users in the creation of a User ID.

Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer their account to anyone else without prior written permission of Flock. Customer will not share its account or password with anyone and must protect the security of its account and password. Customer is responsible for any activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities, as well as by means of assistance from Customer personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Customer's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; CUSTOMER DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Flock Hardware or Customer Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, or to analyze the data collected to identify

City of Grand Prairie - Revised January 2023

motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

Notwithstanding any other provision of this Agreement, both Parties understand that the City of Grand Prairie is required to comply with the Texas Public Information Act ("the Act") when responding to record requests made under the Act. If the City of Grand Prairie receives a request for the confidential information of Flock which is "public information" as that term is defined in the Act, the Customer will respond to the request in accordance with the procedures set forth in Section 552.305 of the Act. Flock shall be solely responsible for submitting the brief and any required information to the Texas Attorney General if Flock does not want the information to be released.

4.2 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Flock to provide the Flock Services to Customer, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Customer Data as a part of the Aggregated Data, (ii) disclose the Customer Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only,

and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Customer and law enforcement that have prescribed access to Footage by Customer, both share all right, title and interest in the Customer Data. Flock will automatically permanently delete Footage older than thirty (30) days. Customer has a thirty (30) day window to view, save and/or transmit Footage prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Customer may view, save and/or transmit such data to the relevant government Customer prior to deletion. Flock does not own and shall not sell Customer Data.

4.3 Customer Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer. Customer shall retain whatever legally cognizable right, title, and interest that Customer has in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights to Customer Generated Data. To the extent legally permissible, Customer grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Customer Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.4 Feedback. If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity

of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 **Wing Suite Fees.** For Wing Suite products, the Customer will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 15th day from the date of invoice. For any Renewal Terms, Customer shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 **Flock Hardware Fees.** For Falcon products, Customer will pay the fees as set forth on the Order Form on or before the 15th day from the date of invoice. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. For Customers who purchase ten (10) or more of Flock Hardware, the Usage Fees shall be calculated on a pro rata basis corresponding to the then-installed Flock Hardware. Customers will be invoiced for the additional fees immediately upon installation of the remaining Flock Hardware. For any Renewal Terms, Customer shall pay invoice on or before the 30th day from the date of renewal invoice.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees, with Customer's written consent, on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Customer (which may be sent by email).

5.3 **Invoicing, Late Fees; Taxes.** Invoice payments must be received by Flock within fourteen (14) days after the receipt of invoice. If Customer is a non-tax-exempt entity, Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Customer may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, the parties may renew the agreement in writing for the renewal term as set forth on the Order Form (each, a "**Renewal Term**").

City of Grand Prairie - Revised January 2023

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for the period specified in the Order Form, unless terminated by either Party or renewed as provided herein.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Customer will be effective as of the date stated in the notice of termination or upon receipt, whichever is later. Termination for convenience by Customer will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided, prorated for any fees for the remaining Term length set forth previously. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 9.1, 9.6, and 9.7.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Customer must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of

City of Grand Prairie - Revised January 2023

remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Customer notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Customer. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Customer regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Customer Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Customer has misused the Flock Hardware, Customer Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 AND 2.7.2 ABOVE ARE CUSTOMER'S SOLE REMEDIES , AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Prior to the commencement of work under this Agreement, Flock shall obtain and shall continue to maintain at no cost to the Customer, in full force and effect during the term of this Agreement, insurance policies with companies licensed to do business in the State of Texas and rated not less than “A” in the current Best Key Rating Guide, which shall include commercial general liability, automobile liability and worker’s compensation coverage, in accordance with any City of Grand Prairie ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability, \$1,000,000 combined single limit for automobile liability and Texas statutory limits for workers’ compensation, unless modified in accordance with any ordinance or directive. Flock shall also maintain cyber liability (or equivalent) insurance providing limits of no less than \$1,000,000 per occurrence (inclusive of any amounts provided by an umbrella or excess policy). Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the Vendor. Insurance obtained by Flock shall be primary and noncontributory, and Customer (City of Grand Prairie) shall be named as an additional insured under the general liability and automobile policies. Flock shall provide the Customer with notice of any material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. Flock shall provide a waiver of subrogation in favor of the Customer on all coverages where available and represents that it has taken all actions necessary under the policy or policies for the Customer to have the status of additional insured and to effectuate any required waiver of subrogation. Flock shall furnish the Customer with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Agreement.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR

City of Grand Prairie - Revised January 2023

TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; € FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. MISCELLANEOUS

9.1 Compliance With Laws. The Customer agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Customer Data or Customer Generated Data, Flock will provide Customer with notice.

9.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

City of Grand Prairie - Revised January 2023

9.3 Assignment. This Agreement is not assignable, transferable or sublicensable by Customer, without prior consent.

9.4 Entire Agreement. This Agreement, together with the Order Form(s), the attached Reinstall policy, Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Terms and Conditions are herein subject to change.

9.5 Relationship. No Customer, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

9.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

9.7 Publicity. Flock has the right, with Customer consent, to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

9.8 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation

City of Grand Prairie - Revised January 2023

("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

9.10 Verifications. FLOCK VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

9.11 No Waiver of Governmental Immunity. Notwithstanding any other provision, the City retains its governmental and sovereign immunities. The parties agree that the City is entering into this Agreement in its governmental capacity and the subject and nature of this Agreement are governmental rather than proprietary.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|--|-------|--|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| CN134017657--GAUWE-23-24 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casually Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B : The Charter Oak Fire Insurance Company</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Travelers Property Casually Company of America | 25674 | INSURER B : The Charter Oak Fire Insurance Company | 25615 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Travelers Property Casually Company of America | 25674 | | | | | | | | | | | | | | |
| INSURER B : The Charter Oak Fire Insurance Company | 25615 | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED Flock Group Inc DBA Flock Safety 1170 Howell Mill Rd NW Atlanta, GA 30318 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** SEA-003921827-03 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | H-630-9W194831-TIL-23 | 08/23/2023 | 08/23/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | X | | B10-6T343696-23-I3-G | 08/23/2023 | 08/23/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | | CUP-6T386924-23-I3 | 08/23/2023 | 08/23/2024 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB-6T346569-23-I3-G | 08/23/2023 | 08/23/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Erisis&Omissions(SIR: \$50,000) | | | ZPL-91N55329-23-I3 | 08/23/2023 | 08/23/2024 | E&O Limit 5,000,000 |
| A | Cyber (SIR: \$50,000) | | | ZPL-91N55329-23-I3 | 08/23/2023 | 08/23/2024 | Cyber Aggregate Limit 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder and their officers, directors, employees, divisions, subsidiaries, partners, members, managers, shareholders, affiliated companies, agents, and volunteers are included as additional insureds on General Liability and Auto Liability when required by written contract. General Liability coverage is Primary and Noncontributory when required by written contract. Waiver of Subrogation applies in favor of Certificate holder on General Liability, Commercial Auto and Workers Compensation. Umbrella follows form.

CERTIFICATE HOLDER

City of Grand Prairie
 PO Box 534045
 Grand Prairie, TX 75053

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh Risk & Insurance Services

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an Insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

COMMERCIAL GENERAL LIABILITY

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

COMMERCIAL GENERAL LIABILITY

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6T346569-23-I3-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

2 Dec 11, 20



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 11/07/2023
PRESENTER: Lee Harriss, Special District Administrator, Finance Department
TITLE: Amendment of Forum Estates PID Contract with Flock Safety for License Plate Readers to Extend the Term of the Agreement for Two Years for an Additional Amount of \$50,000 (Council District 2)
REVIEWING COMMITTEE:

SUMMARY:

Table with 3 columns: Vendor Name, Annual Cost, Total Cost. Row 1: Flock Safety, \$25,000, \$50,000

PURPOSE OF REQUEST:

The PID Board recommended that Flock Safety be awarded a contract for license plate cameras. The amendment would extend the term of the existing agreement an additional two years. Funding for the contract extension was included in the Forum Estates PID five-year service plan.

Texas Local Government Code, Chapter 252.022 (a) (9) exempts public improvement districts from competitive bidding requirements. Per that statute, the PID Advisory Board is empowered to enter into contracts such as the ones with Flock Safety following approval by the City Council.

FINANCIAL CONSIDERATION:

Table with 2 columns: Budgeted? (checked), Fund Name: Forum Estates PID Fund

ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Budget



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/16/2024

REQUESTER: Lee Harriss

PRESENTER: John Sittmann, President

TITLE: Discussion of Budget to Actual Financial Reports for September 30, 2023, August 31, 2024, and FY 2025 Budget

Budget/Actual Report for Fiscal 2023
321592
Forum Estates Public Improvement District
as of 9/30/23

| | <u>10/1/2022 - 9/30/2023</u> | | | | <u>Current Month</u> |
|-----------------------------------|------------------------------|-------------------|---------------------|---------------|----------------------|
| | <u>Budget</u> | <u>Actual</u> | <u>Difference</u> | <u>% Used</u> | |
| FRPID | | | | | |
| 321592 | | | | | |
| Beginning Resource Balance | 300,000 | 716,513.57 | | | |
| Revenues | | | | | |
| Spec Assess Delinquent | 42610 | - | 3,280.23 | 3,280.23 | 0% |
| Special Assessment Income | 42620 | 512,195 | 506,769.68 | (5,425.32) | 99% |
| Interest On Pid Assessment | 42630 | - | 3,461.65 | 3,461.65 | 0% |
| Devlpr Particip/Projects | 46110 | 3,200 | 3,111.20 | (88.80) | 97% |
| Miscellaneous | 46395 | - | - | - | 0% |
| Refunding Bond Proceeds | 49050 | - | - | - | 0% |
| Interest Earnings | 49410 | - | - | - | 0% |
| Int Earnings - Tax Collections | 49470 | - | - | - | 0% |
| Trnsfr-In Strt Cap Proj (4001) | 49625 | - | - | - | 0% |
| Trsfr-In Risk Mgmt Funds (Prop | 49686 | - | - | - | 0% |
| Trsf In/Parks Venue (3170) | 49780 | 37,169 | 37,169.00 | - | 100% |
| Total Revenues | 552,564 | 553,791.76 | 1,227.76 | 100% | 4,333.58 |
| Expenditures | | | | | |
| Office Supplies | 60020 | 100 | - | 100.00 | 0% |
| Decorations | 60132 | 22,500 | 19,014.23 | 3,485.77 | 85% |
| Beautification | 60490 | 100,000 | 125,416.71 | (25,416.71) | 125% |
| Graffiti Cleanup | 60775 | - | - | - | 0% |
| Wall Maintenance | 60776 | 20,000 | - | 20,000.00 | 0% |
| Professional Engineering Servi | 61041 | 5,000 | - | 5,000.00 | 0% |
| Security | 61165 | - | - | - | 0% |
| Mowing Contractor | 61225 | 111,812 | 107,086.00 | 4,726.00 | 96% |
| Data Processing Services | 61315 | 350 | - | 350.00 | 0% |
| Collection Services | 61380 | 4,693 | 4,693.40 | (0.40) | 100% |
| Miscellaneous Services | 61485 | 2,000 | 174.90 | 1,825.10 | 9% |
| Fees/Administration | 61510 | 11,124 | 9,000.00 | 2,124.00 | 81% |
| Postage And Delivery Charges | 61520 | 100 | - | 100.00 | 0% |
| Fiscal Fees | 61950 | - | - | - | 0% |
| Light Power Service | 62030 | 2,800 | 1,505.11 | 1,294.89 | 54% |
| Water/Wastewater Service | 62035 | 28,000 | 38,837.64 | (10,837.64) | 139% |
| Bldgs And Grounds Maintenance | 63010 | - | - | - | 0% |
| Mailbox Maintenance | 63042 | 5,000 | - | 5,000.00 | 0% |
| Irrigation System Maintenance | 63065 | 20,000 | 31,660.00 | (11,660.00) | 158% |
| Roadway Markings/Signs Maint | 63115 | 104,100 | 145,555.00 | (41,455.00) | 140% |
| Decorative Lighting Maintenanc | 63146 | 9,000 | 48,820.93 | (39,820.93) | 542% |
| Property Insurance Premium | 64080 | 2,500 | 2,353.00 | 147.00 | 94% |
| Liability Insurance Premium | 64090 | 1,500 | 1,119.03 | 380.97 | 75% |
| Fencing | 68061 | - | 280,316.00 | (280,316.00) | 0% |
| Architect/L/Engineering Servcs | 68240 | - | - | - | 0% |
| Landscaping | 68250 | - | - | - | 0% |
| Irrigation Systems | 68635 | - | - | - | 0% |
| Lease Payment (Cameras) | 68901 | 25,000 | - | 25,000.00 | 0% |
| Interest Expense Bonds | 91070 | 7,950 | 3,600.00 | 4,350.00 | 45% |
| Fiscal Fees | 91110 | - | - | - | 0% |
| Principal Payment Bonds | 95015 | 75,000 | 75,000.00 | - | 100% |
| Total Expenditures | 558,529 | 894,151.95 | (335,622.95) | 160% | 53,050.45 |
| Ending Resource Balance | 294,035 | 376,153.38 | | | |

Forum Estates Public Improvement District

These are Forum Estates PID assessments collected from PID residents to pay for PID maintenance.

* 50% down payment

Budget/Actual Report for Fiscal 2024
321592
Forum Estates Public Improvement District
as of 8/31/24 Preliminary

| | <u>10/1/2023 - 9/30/2024</u> | | | | <u>Current Month</u> |
|-----------------------------------|------------------------------|-------------------|--------------------|---------------|----------------------|
| | <u>Budget</u> | <u>Actual</u> | <u>Difference</u> | <u>% Used</u> | |
| FRPID | | | | | |
| 321592 | | | | | |
| Beginning Resource Balance | 337,000 | 376,153.38 | | | |
| Revenues | | | | | |
| Spec Assess Delinquent | 42610 | - | (24,101.27) | (24,101.27) | 0% |
| Special Assessment Income | 42620 | 625,351 | 609,230.50 | (16,120.50) | 97% |
| Interest On Pid Assessment | 42630 | - | (25,834.73) | (25,834.73) | 0% |
| Insurance Recovery Property | 42770 | - | 10,033.00 | 10,033.00 | 0% |
| Devlpr Particip/Projects | 46110 | 3,200 | 4,455.20 | 1,255.20 | 139% |
| Miscellaneous | 46395 | - | - | - | 0% |
| Refunding Bond Proceeds | 49050 | - | - | - | 0% |
| Interest Earnings | 49410 | - | - | - | 0% |
| Int Earnings - Tax Collections | 49470 | - | - | - | 0% |
| Trnsfr-In Strt Cap Proj (4001) | 49625 | - | - | - | 0% |
| Trsf-In Risk Mgmt Funds (Prop) | 49686 | - | - | - | 0% |
| Trsf In/Parks Venue (3170) | 49780 | 37,169 | 30,975.00 | (6,194.00) | 83% |
| Total Revenues | 665,720 | 604,757.70 | (60,962.30) | 91% | 1,391.88 |
| Expenditures | | | | | |
| Office Supplies | 60020 | 100 | - | 100.00 | 0% |
| Decorations | 60132 | 22,500 | 40,949.44 | (18,449.44) | 182% |
| Beautification | 60490 | 100,000 | 81,947.15 | 18,052.85 | 82% |
| Graffiti Cleanup | 60775 | - | - | - | 0% |
| Wall Maintenance | 60776 | 20,000 | 15,334.00 | 4,666.00 | 77% |
| Professional Engineering Servi | 61041 | 5,000 | - | 5,000.00 | 0% |
| Security | 61165 | - | - | - | 0% |
| Mowing Contractor | 61225 | 158,543 | 84,837.00 | 73,706.00 | 54% |
| Data Processing Services | 61315 | 350 | - | 350.00 | 0% |
| Collection Services | 61380 | 4,690 | 4,677.90 | 12.10 | 100% |
| Miscellaneous Services | 61485 | 2,000 | 3,565.00 | (1,565.00) | 178% |
| Fees/Administration | 61510 | 11,124 | 15,840.00 | (4,716.00) | 142% |
| Postage And Delivery Charges | 61520 | 100 | - | 100.00 | 0% |
| Fiscal Fees | 61950 | - | - | - | 0% |
| Light Power Service | 62030 | 2,800 | 1,483.32 | 1,316.68 | 53% |
| Water/Wastewater Service | 62035 | 35,000 | 29,207.48 | 5,792.52 | 83% |
| Bldgs And Grounds Maintenance | 63010 | - | - | - | 0% |
| Mailbox Maintenance | 63042 | 5,000 | - | 5,000.00 | 0% |
| Irrigation System Maintenance | 63065 | 25,000 | 15,382.00 | 9,618.00 | 62% |
| Roadway Markings/Signs Maint | 63115 | 104,100 | 71,568.00 | 32,532.00 | 69% |
| Decorative Lighting Maintenan | 63146 | 10,000 | 33,458.91 | (23,458.91) | 335% |
| Property Insurance Premium | 64080 | 2,800 | 3,033.00 | (233.00) | 108% |
| Liability Insurance Premium | 64090 | 1,500 | 2,299.08 | (799.08) | 153% |
| Fencing | 68061 | 280,316 | 140,157.00 | 140,159.00 | 50% |
| Architect'L/Engineering Servcs | 68240 | - | - | - | 0% |
| Landscaping | 68250 | - | - | - | 0% |
| Irrigation Systems | 68635 | - | - | - | 0% |
| Lease Payment | 68901 | 25,000 | 25,000.00 | - | 100% |
| Lease Interest Expense | 91000 | - | - | - | 0% |
| Interest Expense Bonds | 91070 | 5,600 | 5,600.00 | - | 100% |
| Fiscal Fees | 91110 | - | - | - | 0% |
| Principal Payment Bonds | 95015 | 80,000 | 80,000.00 | - | 100% |
| Total Expenditures | 901,523 | 654,339.28 | 247,183.72 | 73% | 57,623.40 |
| Ending Resource Balance | 101,197 | 326,571.80 | | | |

Forum Estates Public Improvement District

These are Forum Estates PID assessments collected from PID residents to pay for PID maintenance.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 5
Forum Estates
Five Year Service Plan 2025 - 2029 BUDGET

Income based on Assessment Rate of \$0.10 per \$100 of appraised value.
The FY 2024 rate was \$0.10 per \$100 of appraised value
Service Plan projects a 10% increase in assessed value per year.

| | | | | | | |
|--------------------------------------|----------------|-------------------|---------------------|---------------------|---------------------|---------------------|
| INCOME: | | Value | Assess Rate | Revenue | | |
| Appraised Value | | \$631,727,105 | \$ 0.10 | \$ 631,727 | | |
| Description | Account | 2025 | 2026 | 2027 | 2028 | 2029 |
| Beginning Balance (Estimated) | | \$ 193,000 | \$ 247,641 | \$ 520,013 | \$ 848,813 | \$ 1,240,336 |
| P.I.D. Assessment | 42620 | \$ 631,727 | \$ 694,900 | \$ 764,390 | \$ 840,829 | \$ 924,912 |
| Devlpr Particip/Projects* | 46110 | 4,500 | 4,500 | 4,500 | 4,500 | 4,500 |
| Interest | 49410 | 11,146 | 11,146 | 11,146 | 11,146 | 11,146 |
| City Contribution | 49780 | 48,624 | 48,624 | 48,624 | 48,624 | 48,624 |
| TOTAL INCOME | | \$ 695,997 | \$ 759,170 | \$ 828,660 | \$ 905,099 | \$ 989,182 |
| Amount Available | | \$ 888,997 | \$ 1,006,811 | \$ 1,348,673 | \$ 1,753,912 | \$ 2,229,517 |

| | | | | | | |
|----------------------------------|-------|-------------------|-------------------|-------------------|---------------------|---------------------|
| EXPENSES: | | 2025 | 2026 | 2027 | 2028 | 2029 |
| Description | | | | | | |
| Office Supplies | 60020 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 |
| Decorations | 60132 | 42,000 | 42,000 | 42,000 | 42,000 | 42,000 |
| Beautification | 60490 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 |
| Graffiti Cleanup | 60775 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 |
| Wall Maintenance | 60776 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 |
| Professional Engineering Svc** | 61041 | 5,000 | - | - | - | - |
| Mowing Contractor | 61225 | 158,543 | 166,470 | 174,794 | 183,533 | 192,710 |
| Website | 61315 | 350 | 368 | 386 | 405 | 425 |
| Collection Service (\$3.10/Acct) | 61380 | 4,693 | 4,693 | 4,693 | 4,693 | 4,693 |
| Misc. | 61485 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 |
| Admin./Management | 61510 | 11,124 | 11,680 | 12,264 | 12,877 | 13,521 |
| Postage | 61520 | 100 | 100 | 100 | 100 | 100 |
| Electric Power | 62030 | 2,800 | 2,940 | 3,087 | 3,241 | 3,403 |
| Water Utility | 62035 | 45,000 | 47,250 | 49,613 | 52,093 | 54,698 |
| Mailbox Maintenance | 63042 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| Irrigation System Maint. | 63065 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 |
| Roadway Markings/Signs*** | 63115 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 |
| Decorative Lighting Maintenance | 63146 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 |
| Property Insurance Premium | 64080 | 3,500 | 3,675 | 3,859 | 4,052 | 4,254 |
| Liability Insurance Premium | 64090 | 2,500 | 2,625 | 2,756 | 2,894 | 3,039 |
| Fencing | 68061 | 80,000 | - | - | - | - |
| Row/Easement Title Purchase | 68091 | - | - | - | - | - |
| Lease Payment-Security Cameras | 68901 | 25,000 | 26,250 | 27,563 | 28,941 | 30,388 |
| Trans to General Fund (1001) | 90015 | 11,146 | 11,146 | 11,146 | 11,146 | 11,146 |
| Int. Exp. Bonds | 91070 | 2,000 | - | - | - | - |
| Princpl. Pmts. Bonds | 95015 | 80,000 | - | - | - | - |
| TOTAL EXPENSES | | \$ 641,356 | \$ 486,797 | \$ 499,860 | \$ 513,576 | \$ 527,978 |
| Ending Balance**** | | \$ 247,641 | \$ 520,013 | \$ 848,813 | \$ 1,240,336 | \$ 1,701,539 |

Avg. Annual Assessment by Home Value:

| | | | |
|-----------|--------------|---------------------------|------------|
| Value | Yrly Assmnt. | | |
| \$100,000 | \$ 100 | | |
| \$200,000 | \$ 200 | | |
| \$300,000 | \$ 300 | Avg. Property Value: | \$ 417,257 |
| \$400,000 | \$ 400 | Avg. Property Assessment: | \$ 417 |
| \$500,000 | \$ 500 | No. of Properties: | 1,514 |

*Reimbursement for additional holiday decorations.
 **Reserve Study
 ***Wrought iron street signs
 ****Fence replacements



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Lee Harriss

PRESENTER: John Sittmann, President

TITLE: Nomination and Election of Advisory Board Members - 2 Open Positions



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/18/2024

REQUESTER: Lee Harriss

PRESENTER: John Sittmann. President

TITLE: Selection of Officers - President, Vice President, Secretary/Treasurer
