



CITY COUNCIL REGULAR MEETING AGENDA

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Tuesday, October 22, 2024 at 6:00 PM

CALL TO ORDER AND THE ROLL OF ELECTED AND APPOINTED OFFICERS WILL BE TAKEN

PLEDGE OF ALLEGIANCE AND INVOCATION

PUBLIC COMMENTS (Limited to three minutes per person)

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the City Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to three (3) minutes. The Texas Open Meetings Act provides the following:

A. If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:

- (1) A statement of specific factual information given in response to the inquiry; or
- (2) A recitation of existing policy in response to the inquiry.

B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

CONSENT AGENDA

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

- 1. Approve City Council Meeting Minutes - Regular Meeting October 8, 2024.

REGULAR AGENDA ITEMS

- 2. Discussion/Action: to consider all matters incident and related to the issuance and sale of "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024A" including the adoption of an ordinance authorizing the issuance of such certificates in the amount not to exceed \$5,135,000 to finance the costs of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water and wastewater system properties or facilities, including the acquisition of land and rights-of-way therefor, and

(ii) professional services rendered in connection with such projects and the financing thereof.

3. Quarterly Department Reports

- a. Development
- b. Parks
- c. Public Works
- e. Projects
- f. Police
- g. Court
- h. Fire Marshal
- i. Communications

4. Discussion/Action: to consider authorizing a professional services agreement with Infrastructure Management Services (IMS) for the 2024 Pavement Condition Assessment.

INFORMATIONAL

Mayor and City Council Comments

City Manager Comments

EXECUTIVE SESSION *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

- 5. Section 551.071 - Consultation with Attorney; Halff & Associates Litigation.
- 6. Section 551.087 - Economic Development Negotiations; 551.071 Consultation with City Attorney; Beall Development Agreement; and Brothers In Christ Annexation.
- 7. Section 551.074 - Personnel; deliberate City Secretary resignation; possible appointment of interim City Secretary.
- 8. Section 551.074 - Personnel; to authorize Staff to advertise the City Secretary Position.

RECONVENE *into Open Session and consider action, if any, on the item discussed in Executive Session.*

ADJOURNMENT

As authorized by Section 551.127, of the Texas Government Code, one or more Council Members or employees may attend this meeting remotely using video conferencing technology.

The City Council may convene a public meeting and then recess into closed executive session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Council's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Council clearly conflicts with the general requirement that all meetings be open, § 551.071; (2) discussing the purchase, exchange, lease, or value of real property, § 551.072; (3) discussing a prospective gift or donation, § 551.073; (4) discussing certain personnel matters, §551.074; and (5) discussing security personnel or devices, § 551.076.

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: October 18, 2024, at 12:00 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

Crystal R. Dozier, TRMC, CMC
City Secretary

The City Hall is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-441-7108, or by email at cdozier@willowpark.org. Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the city's web site at www.willowpark.org



CITY COUNCIL REGULAR MEETING MINUTES

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Tuesday, October 08, 2024 at 6:00 PM

CALL TO ORDER AND THE ROLL OF ELECTED AND APPOINTED OFFICERS WILL BE TAKEN

PRESENT

Mayor Doyle Moss
Councilmember Eric Contreras
Councilmember Chawn Gilliland
Councilmember Lea Young
Councilmember Nathan Crummel

ABSENT

Councilmember Greg Runnebaum

STAFF PRESENT

City Manager Bryan Grimes
Assistant City Manager Bill Funderburk
City Secretary Crystal Dozier

PLEDGE OF ALLEGIANCE AND INVOCATION

Pastor Jon Sherman with Trinity Bible Church gave the invocation followed by the pledge of allegiance.

PUBLIC COMMENTS (Limited to three minutes per person)

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- (1) A statement of specific factual information given in response to the inquiry; or
- (2) A recitation of existing policy in response to the inquiry.

B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

There were no public comments.

PROCLAMATION

1. Presentation of Proclamation for Domestic Violence Month.

Mayor Moss presented a proclamation Patti Wilson with Freedom House for Domestic Violence Month.

CONSENT AGENDA

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

2. Approve City Council Meeting Minutes - Regular Meeting September 24, 2024.

To approve City Council Meeting Minutes - Regular Meeting September 24, 2024.

Motion made by Councilmember Contreras, Seconded by Councilmember Gilliland.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Young, Councilmember Crummel

REGULAR AGENDA ITEMS

3. Discussion/Action: to approve the 2024-2025 City Holiday Schedule.

To approve the 2024-2025 City Holiday Schedule.

Motion made by Councilmember Gilliland, Seconded by Councilmember Young.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Young, Councilmember Crummel

4. Discussion/Action: to designate the official newspaper of the City of Willow Park for the fiscal year 2024-2025.

To retain The Community News a the official Newspaper of Record for the City of Willow Park.

Motion made by Councilmember Contreras, Seconded by Councilmember Young.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Young, Councilmember Crummel

5. Discussion Only: Staff Transitions and Appointments.

City Manager Bryan Grimes gave an update on the following staff transition and appointments:

- **Candy Jock, CFO/HR official retirement date is December 30, 2024, after 25 years of service.**
 - **Bill Funderburk, Assistant City Manager official retirement date is in January 2025, after 31/2 years of service.**
 - **Mandy McCarley has been appointed at the new Parks Director.**
 - **Chelsea Kirkland is the new Public Works Administrative Assistant.**
 - **Andi Saylor has been appointed as the new Finance and Human Resource Director.**
 - **Chase McBride has been appointed at the new Public Works Director.**
 - **Toni Fisher has been appointed as the new Assistant City Manager over Development and Parks Departments.**
 - **Michelle Guelker has been appointed as the new Assistant City Manager over Public Works, Finance, and Communication Departments.**
- All promotions and appointments are effective as of October 1, 2024.**

INFORMATIONAL

Mayor and City Council Comments

Councilman Gilliland congratulated everyone who were appointed to new positions.

Mayor Pro Tem Young stated she met with Councilman Runnebaum and staff regarding road and transportation projects for the next 5-10 years. She also announced the November 5th Parks Board has been moved to October 29th. It will be a Town Hall meeting to get feedback from citizens on different ideas on parks.

Councilman Contreras wished Councilman Contreras a happy birthday.

Mayor Moss congratulated the staff on their promotions and appointments. He announced the Mayors food drive going on during the month of October. He asked to keep Florida in your prayers as the hurricane heads to their way.

City Manager Comments

City Manager Grimes announced staff members that will be traveling to Houston for the annual Texas Municipal League Conference.

EXECUTIVE SESSION *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

Mayor Moss convened into closed session at 6:10 pm.

- 6. Section 551.071 - Consultation with Attorney; Halff & Associates Litigation.
- 7. 551.087 - Economic Development Negotiations; 551.071 Consultation with City Attorney; Beall Development Agreement; and Brothers In Christ Annexation.

RECONVENE into Open Session and consider action, if any, on the item discussed in Executive Session.

Mayor Moss reconvened into open session at 6:41 pm.

No action was taken.

ADJOURNMENT

Motion made by Councilmember Gilliland, Seconded by Councilmember Contreras. Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Young, Councilmember Crummel

Mayor Moss adjourned the meeting at 6:45 pm.

These minutes were approved on the 22nd of October, 2024.

Mayor Doyle Moss

Crystal R. Dozier, TRMC, CMC
City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 22, 2024	Department: Admin	Presented By: City Manager
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AGENDA ITEM: Consider all matters incident and related to the issuance and sale of “City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024A” including the adoption of an ordinance authorizing the issuance of such certificates in the amount not to exceed \$5,135,000 to finance the costs of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water and wastewater system properties or facilities, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with such projects and the financing thereof.

BACKGROUND: As referenced at the prior Council meeting, a portion of the Certificate of Obligation would fund activities with an impending development. It was expected that the developer’s agreement would be finalized by the October 22nd meeting. However, the DA has not been finalized. Staff and the developer are actively working to finalize an agreement, and staff expects this matter to be resolved in a timely manner.

The Texas Attorney General, who oversees and reviews all bonds, allows municipalities to postpone the issuance of debt, and per bond counsel, Kristen Savant, the City of Willow Park can postpone the issuance of debt until a date certain.

Suggested motion language:

I move that the City Council postpone consideration of all matters relating to the issuance and sale of “City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024A” to the regular City Council meeting on November 12, 2024

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:



*PLANNING & DEVELOPMENT
DEPARTMENT*

FY2023-24
4TH QUARTER REPORT

COMMERCIAL PERMITS:	
<i>Type of Permit</i>	<i># of Permits</i>
Accessory Building	1
Irrigation	
Fence /Retaining Wall	1
C/R Mechanical Permit	1
New Addition Building	
New Building	
Plumbing	
Revised/Certificate of Occupancy	2
Sign	7
Temporary Sign	1
Site Development Plan - Review	1
Tenant Remodel	6
TOTAL COMMERCIAL PERMITS:	20

RESIDENTIAL PERMITS:	
<i>Type of Permit</i>	<i># of Permits</i>
Accessory Building	6
Addition to Residential Dwelling	1
Drive Approach	
Electrical	2
Fence/Retaining Wall	5
Foundation Repair	
Irrigation	4
Mechanical	2
On-Site Sewage Facility	
Plumbing	
Pool/Spa	1
Remodel/Addition Building	3
Single-Family Dwelling	2
Window Replacement	1
TOTAL RESIDENTIAL PERMITS:	27

DEVELOPMENT & MISCELLANEOUS PERMITS:	
<i>Type of Permit</i>	<i># of Permits</i>
Demolition	
Final Plat	1
Fire Alarm	3
Fire Hood Suppression	4
Fire Suppression	
Health	12
Health Inspector Mobile Food Truck	1
Peddler	
Preliminary Plat	
Re-Plat	5
Right-of-Way	2
Solar Panel System Electrical	1
Special Event	1
Special Use (SUP)	
TOTAL DEV. & MISC. PERMITS:	30



“It’s Just Business”

Certificates of Occupancy recently issued:

- **Western Charm Boutique** – 337 Shops Blvd, Ste 103
- **Com’on Play Kids** – 225 Shops Blvd, Ste 107

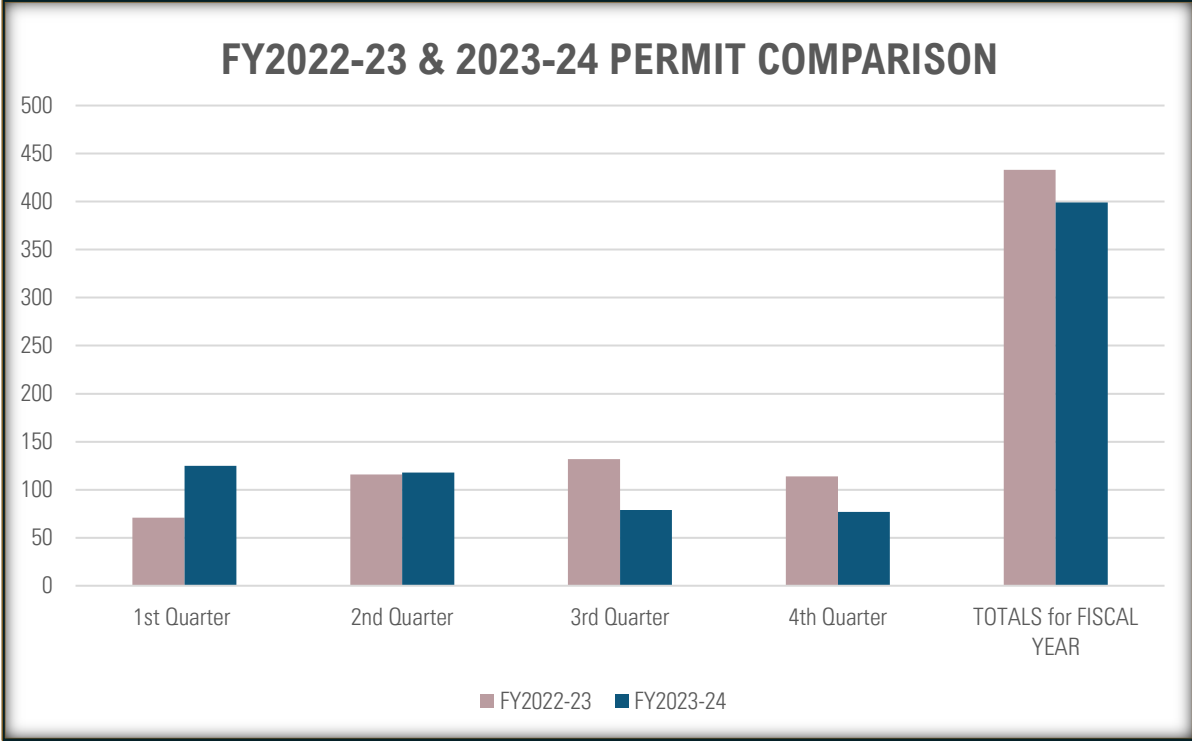
Tenant Remodel Permits recently accepted or completed:

- *(Office Shell Space)* – 721 Ranch House Rd
- **Lumen Photography Studio** – 460 Shops Blvd, Ste 201
- **The Little Gym** – 8123 E I-20 Service Rd
- **Lone Star Dry Goods** – 480 Shops Blvd, Ste 101
- **Parker County Brewing Company** – 210 Willow Bend Dr
- *(Tax Office)* – 260 Willow Bend Dr



Willow Park TEXAS

FY2022-23	Projects& Permits
1st Quarter	71
2nd Quarter	116
3rd Quarter	132
4th Quarter	<u>114</u>
TOTALS for FY2022-23	433
FY2023-24	Projects& Permits
1st Quarter	125
2nd Quarter	118
3rd Quarter	79
4th Quarter	<u>77</u>
TOTALS for FY2023-24	399



**TOTAL OF ALL PERMITS FOR
FY2023-24
4TH QUARTER:
77**

**GRAND TOTAL OF ALL PERMITS
FOR FY2023-24
399**

19.3% of our total annual permits were in the 4th quarter of the fiscal year, July 1 – September 30, 2024.



***PLANNING & DEVELOPMENT DEPARTMENT
AND PARKS DEPARTMENT
STAFF***

Toni Fisher – Assistant City Manager, Development & Parks

Randy Law – Certified Building Official

Gretchen Vazquez, P.E. – City Engineer

Christine Rosas – Certified Permit Technician

Mandy McCarley – Parks Director

Jakob Cooper – Parks Superintendent



CITY COUNCIL AGENDA ITEM DEPARTMENT REPORT

Council Date: October 22, 2024	Department: Parks	Presented By: Mandy McCarley, Director Toni Fisher, ACM Development and Parks
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AGENDA ITEM: PARKS DEPARTMENT REPORT

FY2023-24 budget year has involved thoughtful planning for potential improvements and additions to our park system. Keeping expenditures minimal to only regular maintenance items and supplies has intentionally kept our expenses well below budget. We are hosting a Parks Board Meeting and Town Hall Meeting on Tuesday, October 29 to get citizens feedback on items/things they want in the parks. Status update by project is as follows:

- **Christmas Lighting:** Murphy Christmas Lighting came out at the end of September and installed the first round of this year’s Christmas lighting at City Hall, Memorial and Cross Timbers Parks, and the Public Safety Building. They will come back mid-November to finish Kings Gate Park’s roadway trees, gazebo at Memorial Park and the wreaths and Christmas tree at City Hall. The rooftop lights at City Hall and Public Safety Building will be turned on November 1. The contract for Murphy will expire in 2025.
- **Landscaping & Mowing Contract:** I&E Services is doing a great job keeping up with mowing and lawn maintenance at City Hall, the parks and drainage ditches. The contract for I&E expires April 2025.
- **Willow Park Trail System:** “Trinity Track” mountain bike trail had its ribbon cutting with Parker County Chamber of Commerce on August 15, 2024. Trail features are planned to be added beginning this Fall with talks scheduled with neighboring properties.
- **Cross Timbers Park:** We are in constant maintenance on the locks for the restrooms. We had a meeting with ProView, who installed the computer system for the locks. They will be working with Mandy and Todd Covington on updating the computer system, which is the reason why the locks were left unlocked, and adding a camera to prevent future vandalism.
- **Memorial Park:** Lawn maintenance continues. The flower beds are not planned to be reconstructed at this point since the sprinkler system is no longer operational due to the old City Hall’s demolition. Jakob Cooper will start removing dead trees/bushes after the Christmas lights are removed in January.
- **Kings Gate Park:** We are still meeting with Westwood Professional Services to discuss their proposed park improvements and modify/change the proposal they sent.
- **City Hall Grounds:** Westwood Professional Services, Inc. has completed 90% construction documents for the parking lot/frontage renovation project plans. We are waiting to discuss any changes to the plan or additional park land attached to the project.
- **Billboards:** The westbound billboard was updated with a picture from Kings Gate Park and new verbiage. The eastbound billboard will be updated the week of November 4 with

a holiday theme. This will be replaced after January 1, 2025. The contract for the west bound board expires December 1, 2024, and the contract for the east bound board expires February 14, 2025.

- **TXDOT Green Ribbon Grant Program:** Planned for Spring 2025.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: October 22, 2024	Department: Public Works	Presented By: Chase McBride/ Michelle Guelker
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AGENDA ITEM

Quarterly update from the Public Works Department

PRESENTATION HIGHLIGHTS

Monthly Water Usage*

Month	Well Production Total	Purchased from Fort Worth	TOTAL PRODUCED WATER
January	13,624,974	7,753,940	21,378,914
February	16,759,599	4,147,000	20,906,599
March	15,453,058	7,165,230	22,618,288
April	17,402,461	8,960,131	26,362,592
May	14,444,192	7,581,330	14,444,192
June	16,034,023	13,891,040	16,034,023
July	18,649,547	24,021,860	42,671,407
August	21,285,016		21,285,016
September	20,976,6092		20,976,609
October	15,765,723		15,765,723
November			
December			

* Follows the City’s utility billing cycle, from the 16th of the previous month to the 15th of the month stated. (I have not received Fort Worth billing for August or September at the time the report was created.)

New Lead and Copper Requirements

The Lead and Copper report has been completed and submitted to TCEQ. The crew has been replacing copper and galvanized services as they come across them, to help stay ahead of the curve.

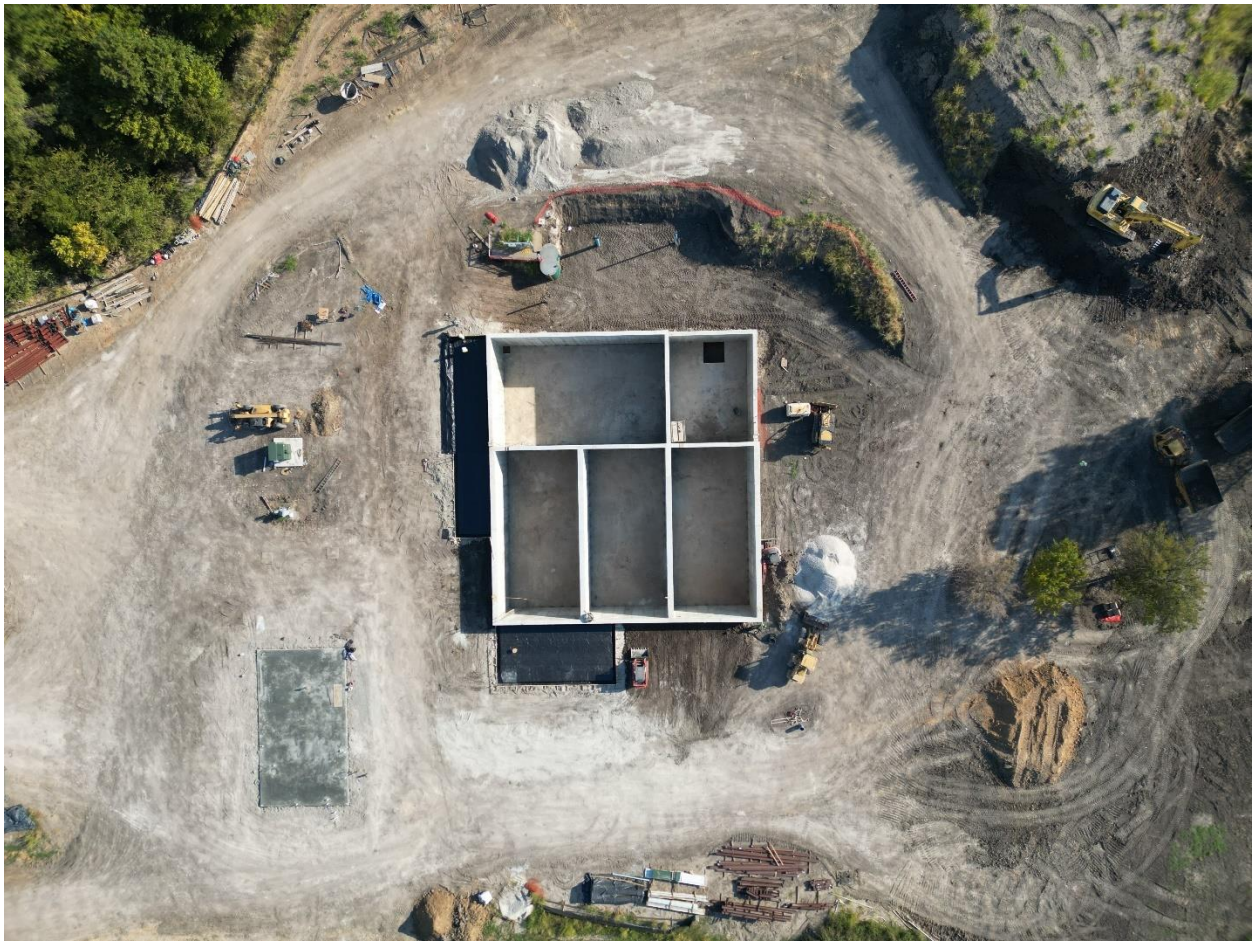
Effluent to Squaw Creek

Starting on July 1st, the effluent water from the Wastewater Treatment Plant is being sent to the Squaw Creek discharge point. On average, about 350,000 gallons of treated wastewater is being pumped into Squaw Creek Reservoir per day

New Wastewater Treatment Plant

Progress continues to be made. The Plants Basin’s have been fully poured, the pad for the building has been formed and poured. The pads for the headworks and the blowers have been completed and ready to be poured with concrete.

Attached are pictures taken by drone on 10,15, 2024.









CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 22, 2024	Department: Public Works	Presented By: Gretchen Vazquez
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AGENDA ITEM: PROJECT UPDATE

Speed Humps on Crown Road

Engineer: Jacob & Martin, LLC
 Contractor: Elite Asphalt, LLC
 Total Project Cost: \$19,915.00

Project Description: The project consists of the installation of asphalt speed humps and pavement markings/line striping on Crown Road.

Latest project update:

- The City Council approved the installation of seven (7) speed humps on Crown Road at their June 11th Council meeting.
- The City contracted Elite Asphalt, LLC to install three (3) speed humps on Crown Road.
- The installation of the speed humps was completed on September 27, 2024.
- City staff will continue to monitor the traffic speeds along Crown Road to evaluate the effectiveness of the newly installed speed humps. Staff, with feedback from the Public Works and Police Departments will reassess to determine if additional speed humps will be needed.

Driveway Expansions on Crown Road and Ranch House Road

Engineer: Jacob & Martin, LLC
 Contractor: Alliance Concrete Services, LLC
 Total Project Cost: \$30,725.00

Project Description: The project consists of widening the driveway approaches on Crown Road and Ranch House Road to meet the City’s new minimum driveway design standard.

Latest project update:

- The City of Willow Park has contracted Alliance Concrete Services, LLC to perform driveway expansions at various locations.
- Driveway improvements are expected to be completed the week of October 21, 2024.

King’s Gate Road Bridge Replacement

Engineer: Bartlett & West (Texas Department of Transportation’s Consultant)

Contractor: To be determined

Total Project Direct Cost: \$1,844,122

Project Description: The proposed work is a partnership between the City of Willow Park and the Texas Department of Transportation (TxDOT) to remove and replace the King’s Gate Road bridge over Clear Fork Trinity River. Bridge length and width is approximately 109' long and 44' wide, (2 - 12' lanes, with 2 - 8' shoulders, and 1' width for each bridge rail). The project also includes the approach roadways approximately 200’ south of the bridge to the IH 20 frontage road and 100’ north of the bridge. The approaches are to be constructed in concrete.



Project Location Map

Latest Project Update:

- The let date for the King’s Gate Road Bridge Replacement project is August 2025.
- TxDOT has completed 95% of the plans and submitted to District and Division for review.
- Project is environmentally cleared.
- Right-of-way Acquisition
 - The City Council approved purchase of the Bell property on August 27, 2024.
 - The City has been authorized to use the power of eminent domain to acquire the remaining property. A title search/report for this property has been ordered. Staff anticipates filing the condemnation petition in the coming weeks.
- Utility Relocations
 - Continue to coordinate with Oncor and Texas Gas regarding the utility relocation work.
 - Utility relocations work to begin soon after the right-of-way is acquired.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 22, 2024	Department: Police	Presented By: Chief Daniel Franklin
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AGENDA ITEM:
Quarterly Report

BACKGROUND:

Department quarterly report for July - September 2024

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	\$ 0.00



Willow Park Police Department Quarterly Report

July– September 2024

To: City Council and City Administrator Bryan Grimes

From: Daniel Franklin, Chief of Police

Date: October 17, 2024

RE: Police Department Second Quarter Report

The Willow Park Police Department began the third quarter with the goal of updating cases submitted to the criminal prosecutors more quickly and efficiently. This task proved to be more of a challenge than expected. The department had to rethink the submittal process and by the end of the quarter, we believe that we have completed the entire back log process and are up to date with the prosecutors' offices, both felony and misdemeanor.

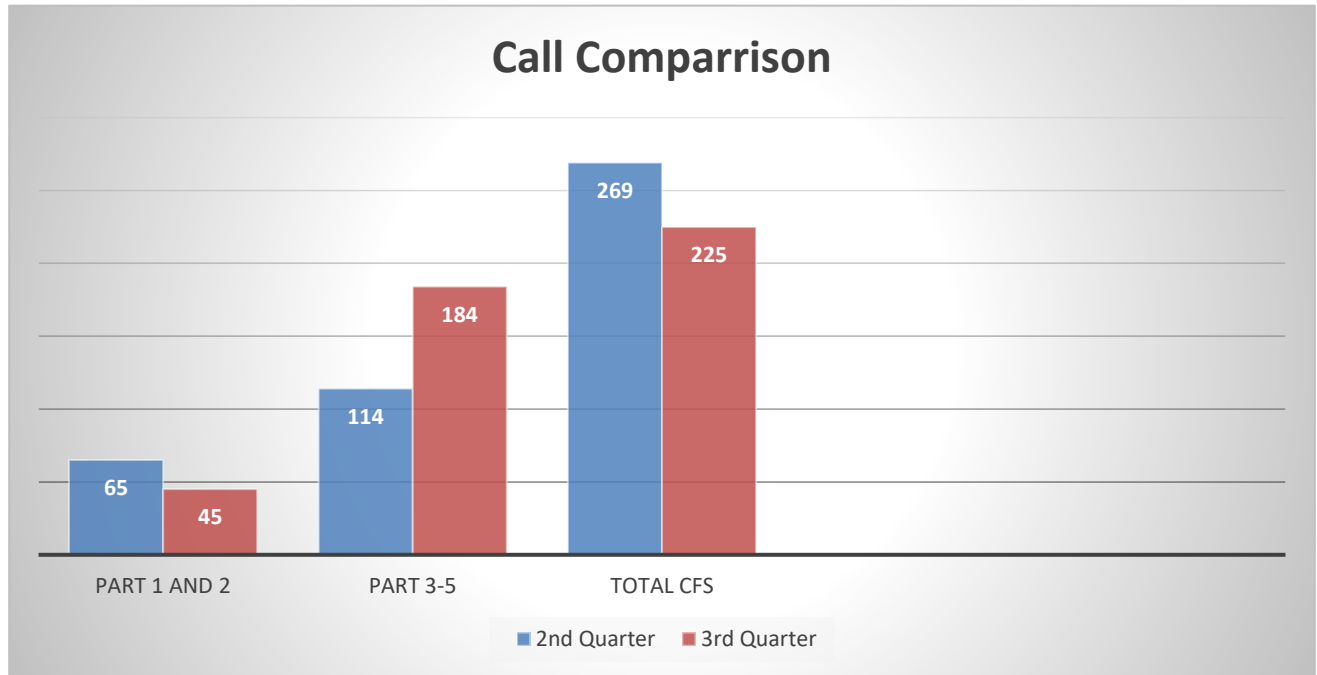
The department is still facing the challenge of filling open positions. While conducting interviews of applicants that have dropped out of the process and employees that have chosen to leave, the common reason for leaving or refusing the position is pay. We currently have two open positions, with one applicant completing the background stage. We hope to have this position filled in the next couple of days. The last position will remain posted and when we receive enough applications, we will test for the last position.

Calls for service during the 3rd quarter of 2024 are consistent with the numbers from the previous quarter. Part 1 and 2 offenses decreased slightly over the 3rd quarter. Part 3,4,5 offenses had a slight increase. As a reminder, Part 1 offenses are considered violent crimes such as assault and robbery. Part 2 offenses are considered property crimes such as burglary and theft. All part 1 and 2 offenses are reported to the FBI in the required NIBRS report. Part 3,4,5 offenses are non-reportable incidents and are the more common types of calls responded to such as medicals, alarms, vehicle accidents, domestic disputes and neighbor disputes.

The Police Department would like to thank the City Council for their continued support as we move through 2024.

2024 2nd and 3rd QUARTER CALL COMPARISON

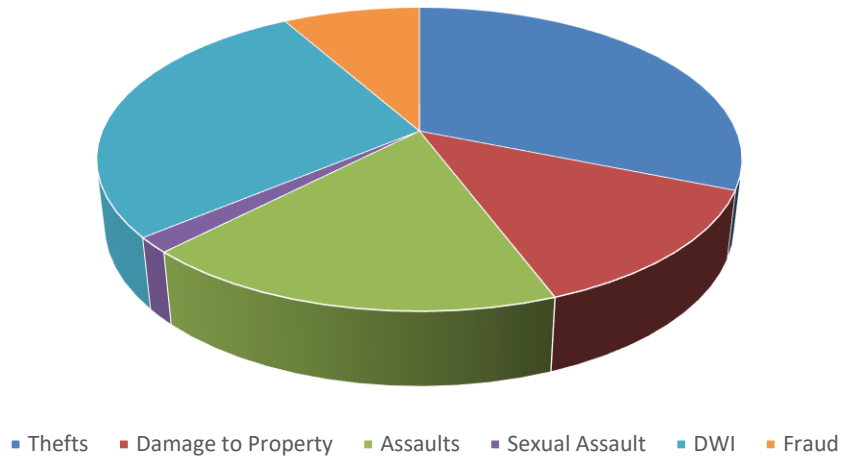
Offense Type	Description Examples	2 nd Quarter Calls	3 rd Quarter Calls
Part 1 and 2	Theft, Fraud, Damage to Property, Burglary, DWI, Assaults	65	45
Part 3, 4, 5	Suspicious persons/activity, Vehicle Lock outs, Animal Calls, Check Welfare, Accidents, Alarms, Parking Complaints, Warrant Arrest, Disputes, Extra Patrols	114	184
Citations		982	811
Arrest		73	61
Security Checks		6825	5057
Total CFS's	(total part 1-5 offenses and all CFS not listed, excluding citations and security checks)	269	225



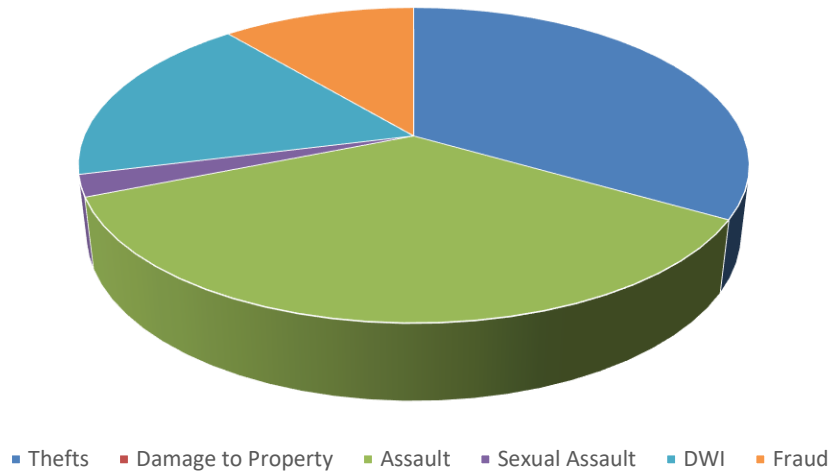
	2 nd Quarter	3 rd Quarter
Thefts	19	15
Damage to Property	8	0
Assaults	11	16
Sexual Assault	1	1
DWI's	17	8
Fraud	5	5

Breakdown of Part 1 and 2 Offenses

2nd Quarter



3rd Quarter

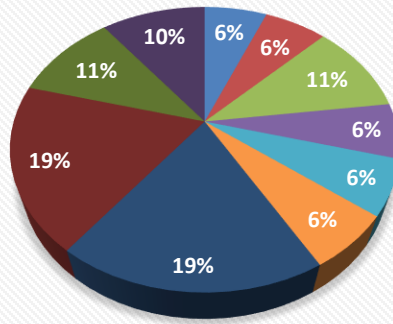


Break Down of Some Calls for Service other than Part 1 and 2

	2 nd Quarter	3 rd Quarter
Abandoned property	3	19
Animal Call	3	17
Assist	5	44
Alarm	3	17
Deceased Person	3	0
Demented Person	3	7
Major Accident	9	19
Minor Accident	9	26
Narcotics	5	2
Suspicious Activity	5	33

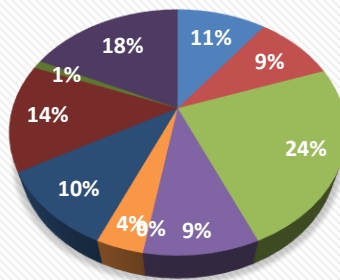
*2nd quarter numbers are skewed due to software issues with Parker County SO

2nd Quarter



- Abandoned property
- Animal Call
- Assist Other Agency
- Alarm
- Deceased Person
- Demented Person
- Major Accident
- Minor Accident
- Narcotics
- Suspicious Activity

3rd Quarter



- Abandoned Property
- Animal Call
- Assist other Agency
- Alarms
- Deceased Person
- Demnted Person
- Major Accident
- Minor Accident
- Narcotics
- Suspicious Activity



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: October 23, 2024	Department: Municipal Court	Presented By:
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AGENDA ITEM

Municipal Court 3rd Quarter 2024 Report

BACKGROUND:

Municipal Court quarterly report from 07/01/2024 – 09/30/2024

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	NONE
	Source of Funding	

Municipal Court 3rd Quarter Report

July 01, 2024 to September 30, 2024

New Cases Filed this quarter: 525

Dispositions:

Fine Paid – 120
 Compliance Dismissals – 43
 Financial Responsibility Dismissals – 8
 Satisfied Deferred – 162
 Satisfied Driving Safety Course – 57
 Appeal to County – 0
 Jail Credit Given - 6

Total Cases Closed Out – 163

Revenue:

Kept by the City: \$52,530.22

Of that amount \$4681.01 goes to the special funds below that are only to be used for the court as approved by the Judge.

LCF 1 (Security Fund) -\$1,638.43
 LCF 2 (Truancy Prevention Fund) -\$1,671.77
 LCF 3 (Technology Fund)-\$1,337.42
 LCF 4(Jury Fund)-\$33.39

Remitted to State: \$29,620.91

Total: \$82,151.13

62 Cases were sent to Collections during this quarter that totaled the amount of \$22,471.20

Closed Collection cases this quarter totaled \$1,265.13

Attached Reports:

3rd Quarter Revenue Report
3rd Quarter Offense Report

Updates:

The Municipal Court Payment site now has an option to switch to Spanish.

Upcoming:

October Court Docket: 10/23/2024

November Court Docket: 11/20/2024

December is undecided at the moment as to whether the dockets will be held that month due to holidays.



Revenue By Offense Type

Willow Park Municipal Court

10/16/2024 2:02:05 PM

Original Offense Type

Fee Code Totals For Posted Date From 07/01/2024 To 09/30/2024

Item 3.

Fee Code	Fee Description	Count	Amount	Non Cash	Disbursement	Total
City Ordinance						
AF	ARREST FEE	8	\$40.00	\$0.00	\$0.00	\$40.00
FINE	FINE	8	\$1,027.00	\$0.00	\$0.00	\$1,027.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	8	\$39.20	\$0.00	\$0.00	\$39.20
LCF2	LOCAL CONSOLIDATED FEE (TRUANCY PREVENTION)	8	\$40.00	\$0.00	\$0.00	\$40.00
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	8	\$32.00	\$0.00	\$0.00	\$32.00
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	8	\$0.80	\$0.00	\$0.00	\$0.80
SCF	STATE CONSOLIDATED FEE	8	\$496.00	\$0.00	\$0.00	\$496.00
	City Ordinance	56	\$1,675.00	\$0.00	\$0.00	\$1,675.00
Parking						
AF	ARREST FEE	5	\$25.00	\$0.00	\$0.00	\$25.00
COLL	COLLECTIONS	2	\$47.40	\$0.00	\$0.00	\$47.40
FINE	FINE	2	\$120.00	\$0.00	\$0.00	\$120.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	5	\$24.50	\$0.00	\$0.00	\$24.50
LCF2	LOCAL CONSOLIDATED FEE (TRUANCY PREVENTION)	5	\$25.00	\$0.00	\$0.00	\$25.00
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	5	\$20.00	\$0.00	\$0.00	\$20.00
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	5	\$0.50	\$0.00	\$0.00	\$0.50
PARKIN	PARKING	3	\$60.00	\$0.00	\$0.00	\$60.00
	Parking	32	\$322.40	\$0.00	\$0.00	\$322.40
State						
AF	ARREST FEE	14	\$69.93	\$0.00	\$0.00	\$69.93
EXP	EXPENSE FEE	7	\$200.00	\$0.00	\$0.00	\$200.00
FINE	FINE	13	\$3,932.00	\$0.00	\$0.00	\$3,932.00
LATE	LATE FINE	1	\$40.00	\$0.00	\$0.00	\$40.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	14	\$68.53	\$0.00	\$0.00	\$68.53
LCF2	LOCAL CONSOLIDATED FEE (TRUANCY PREVENTION)	14	\$69.93	\$0.00	\$0.00	\$69.93
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	14	\$55.95	\$0.00	\$0.00	\$55.95
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	14	\$1.39	\$0.00	\$0.00	\$1.39
SCF	STATE CONSOLIDATED FEE	14	\$867.27	\$0.00	\$0.00	\$867.27
	State	105	\$5,305.00	\$0.00	\$0.00	\$5,305.00
Traffic						
3000	LATE FINE	1	\$50.00	\$0.00	\$0.00	\$50.00
AF	ARREST FEE	323	\$1,541.89	\$0.00	\$0.00	\$1,541.89
CJF-C	CIVIL JUSTICE FUND - CITY	1	\$0.01	\$0.00	\$0.00	\$0.01
CJF-S	CIVIL JUSTICE FUND -	1	\$0.09	\$0.00	\$0.00	\$0.09
COLL	COLLECTIONS	14	\$1,217.73	\$0.00	\$0.00	\$1,217.73



Revenue By Offense Type

Willow Park Municipal Court

10/16/2024 2:02:05 PM

Original Offense Type

Fee Code Totals For Posted Date From 07/01/2024 To 09/30/2024

Item 3.

Fee Code	Fee Description	Count	Amount	Non Cash	Disbursement	Total
Traffic						
CS	CHILD SAFETY	6	\$124.88	\$0.00	\$0.00	\$124.88
DS10	COMPLIANCE DISMISSAL \$10	4	\$40.00	\$0.00	\$0.00	\$40.00
DS20	COMPLIANCE DISMISSAL \$20	31	\$620.00	\$0.00	\$0.00	\$620.00
DDC	DEFENSIVE DRIVING FEE	64	\$640.00	\$0.00	\$0.00	\$640.00
EXP	EXPENSE FEE	72	\$3,195.87	\$0.00	\$0.00	\$3,195.87
FINE	FINE	81	\$13,485.87	\$0.00	\$0.00	\$13,485.87
IDF	INDIGENT DEFENSIVE FEE	1	\$2.00	\$0.00	\$0.00	\$2.00
JS-C	JUDICIAL SUPPORT - CITY	1	\$0.60	\$0.00	\$0.00	\$0.60
JS-S	JUDICIAL SUPPORT - STATE	1	\$5.40	\$0.00	\$0.00	\$5.40
LATE	LATE FINE	42	\$1,926.23	\$0.00	\$0.00	\$1,926.23
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	322	\$1,506.20	\$0.00	\$0.00	\$1,506.20
LCF2	LOCAL CONSOLIDATED FEE (TRUANCY PREVENTION)	322	\$1,536.84	\$0.00	\$0.00	\$1,536.84
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	322	\$1,229.47	\$0.00	\$0.00	\$1,229.47
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	322	\$30.70	\$0.00	\$0.00	\$30.70
LTF	LOCAL TRAFFIC FINE	245	\$700.80	\$0.00	\$0.00	\$700.80
MCTF	MUNICIPAL COURT TECHNOLOGY FUND	1	\$4.00	\$0.00	\$0.00	\$4.00
OMNIC	OMNIBASE FEE CITY REIMBURSEMENT	1	\$4.00	\$0.00	\$0.00	\$4.00
OMNIO	OMNIBASE FEE REIMBURSEMENT	1	\$6.00	\$0.00	\$0.00	\$6.00
PP-JE	PAYMENT PLAN- JUDICIAL EFFICIENCY	15	\$159.63	\$0.00	\$0.00	\$159.63
SCF	STATE CONSOLIDATED FEE	323	\$19,097.39	\$0.00	\$0.00	\$19,097.39
SJF	STATE JUROR FEE	1	\$4.00	\$0.00	\$0.00	\$4.00
STF	STATE TRAFFIC FINE	245	\$11,660.13	\$0.00	\$0.00	\$11,660.13
TITLE7	TITLE 7 TRANS CODE	173	\$16,057.00	\$0.00	\$0.00	\$16,057.00
TPDF	TRUANCY PREVENTION AND DIVERSION FUND	1	\$2.00	\$0.00	\$0.00	\$2.00
Traffic		2937	\$74,848.73	\$0.00	\$0.00	\$74,848.73

Report Totals: 3130 \$82,151.13 \$0.00 \$0.00 \$82,151.13



Revenue By Offense Type

Willow Park Municipal Court

10/16/2024 2:02:05 PM

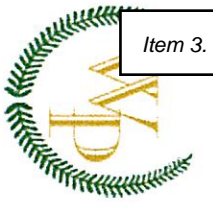
Original Offense Type

Transaction Totals For Posted Date From 07/01/2024 To 09/30/2024

Item 3.

Transaction Description	Trans Code	Count	Amount	Non Cash	Disbursement	Total
City Ordinance						
Payments	P	56	\$1,675.00	\$0.00	\$0.00	\$1,675.00
	City Ordinance	56	\$1,675.00	\$0.00	\$0.00	\$1,675.00
Parking						
Payments	P	32	\$322.40	\$0.00	\$0.00	\$322.40
	Parking	32	\$322.40	\$0.00	\$0.00	\$322.40
State						
Payments	P	105	\$5,305.00	\$0.00	\$0.00	\$5,305.00
	State	105	\$5,305.00	\$0.00	\$0.00	\$5,305.00
Traffic						
Payments	P	2937	\$74,848.73	\$0.00	\$0.00	\$74,848.73
	Traffic	2937	\$74,848.73	\$0.00	\$0.00	\$74,848.73

Report Totals:	3130	\$82,151.13	\$0.00	\$0.00	\$82,151.13
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Item 3.

Offense By Year Report

Municipal Court
10/16/2024 2:06:11 PM

Violations For Filed Date From 07/01/2024 To 09/30/2024

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0438	CITY CODE NOT ZONED FOR THIS BUSINESS							2						2
1690	PARKING VIOLATION							3						3
1692	PARKING - FIRE HYDRANT							1	1					2
1830	ANIMAL(S) AT LARGE							1						1
3001	SPEEDING							59	68	81				208
3006	RAN STOP SIGN								1	1				2
3007	RAN RED LIGHT							3	3	1				7
3008	SPEEDING 25 MILES AND OVER POSTED SPEED LIMIT							12	17	16				45
3009	IMPROPER LANE CHANGE							2		2				4
3015	DRIVING ON WRONG SIDE OF STREET									3				3
3016	DROVE WRONG WAY ON ONE-WAY ROADWAY							2	1					3
3017	FOLLOWING TOO CLOSE							8	1	1				10
3022	IMPROPER PASSING									1				1
3045	FAIL TO GIVE INFO/RENDER AID									1				1
3049	NO MOTOR VEHICLE LIABILITY							1	4	6				11
3049A	NO MOTOR VEHICLE INSURANCE (UVER)							17	11	4				32
3050	FAIL TO CONTROL SPEED							1						1
3053	FAILED TO YIELD AT YIELD INTERSECTION									1				1
3057	FAILED TO YIELD ROW TO EMERGENCY VEHICLE							1						1
3059	DISREGARDED TRAFFIC CONTROL							3	1					4
3060	FAILED TO STOP AT DESIGNATED POINT									2				2
3070	FAILED TO DRIVE IN SINGLE LANE									1				1
3084	FAILURE TO SIGNAL LANE CHANGE							5		2				7
3096	FAILED TO SIGNAL TURN								1					1
3101	DRIVING WHILE LICENSE INVALID							2	2	3				7
3103	NO DRIVERS LICENSE							15	12	15				42
3106	VIOLATE D.L. RESTRICTION							1						1



Item 3.

Offense By Year Report

Municipal Court

10/16/2024 2:06:11 PM

Violations For Filed Date From 07/01/2024 To 09/30/2024

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3127								1	2				3
	DROVE ONTO/FM CONT ACCESS HWY WHERE PROH												
3167									1				1
	DEFECTIVE EQUIPMENT - TAIL LAMP												
3204							1		1				2
	FAIL TO SLOW DOWN/VACATE LANE TO EMERGENCY VEHICLE												
3205A									1				1
	DISPLAY WRONG,ALTERED OR OBSCURED MOTOR VEHICLE												
3259							1	2	1				4
	EXPIRED OPERATORS LICENSE												
3263								1					1
	FAIL TO DISPLAY DL												
3264								2					2
	FAIL TO REPORT CHANGE OF ADDRESS/NAME												
3301									1				1
	NO COMMERCIAL DRIVERS LICENSE												
3316													1
	ILLEGAL BACKING												
3323								1					1
	OPEN CONTAINER												
3338								1	1				1
	FAILURE TO IDENTIFY												
3365									1				1
	PERMITTING UNLICENSED OPERATOR TO DRIVE												
3596								1	7				8
	SPEEDING 10% OVER LIMIT SCHOOL ZONE												
3628							1						1
	USED UNAPPROVED EQUIPMENT												
3656							32	22	16				70
	EXPIRED VEHICLE REGISTRATION												
3657								1					1
	DISPLAY WRONG LICENSE PLATE												
3660								1					1
	EXPIRED/NO REGISTRATION TRAILER												
3667							2	4					6
	OPERATE MOTOR VEHICLE W/O LICENSE PLATES OR W/O REGISTRATION IN SIGNIA												
3668								2	1				3
	OPERATE UNREGISTERED MOTOR VEHICLE												
4390							1	1					2
	ILLEGAL PARKING OF COMMERCIAL VEHICLE												
5040								2					2
	CRIMINAL MISCHIEF												
5050								1					1
	DISORDERLY CONDUCT												
5130							2	1	2				5
	POSSESSION OF DRUG PARAPHERNALIA												
5140							2	1					3
	PUBLIC INTOXICATION												
Report Totals:							185	164	176				525



City of Willow Park Fire Marshal's Office

120 El Chico Item 3.
Willow Park, TX 76087
817-441-7108x221
willowpark.org

Quarterly report Q4 '24

The Fire Marshal's Office has been conducting annual fire inspections for commercial occupancies, Acceptance inspections for new occupancies, plan review, attending development meetings for all future developments, Fire Investigations, public education, and code enforcement.



Since April of 2024, the office has conducted:

- 66 fire inspections;
- 7 certificate of occupancy inspections;
- 2 fire alarm inspections;
- 2 fire suppression final inspections;
- 2 hydrostatic inspections
- 20 Plan reviews
- 15 Code enforcement cases.

Projects For Q4 '24

Item 3.

The Fire Marshal's office completed several projects this quarter to include:

- Selected Code Enforcement Software. The on-boarding process has been completed and the program is live
- A service that tracks and reports 3rd party inspections for NFPA and life safety systems has been selected. The on-boarding process will begin as soon as the user agreement has been approved;



Training

Employees of the Fire Marshal's office hold multiple certifications in multiple disciplines including EMS, Fire, and Law enforcement. The state requires continuing education hours for each of those certifications. Each employee of the Fire Marshal's office completes around 100 hours of continuing education hours every year to stay current with their certifications. Over the last quarter employees have attended conferences, seminars, webinars, and other classes to stay current with required certifications.



Objectives for the department in the upcoming quarter:

- **Continue prioritizing development with quick turnaround times on plan reviews and inspections.**
- **Remain on track for annual inspections.**
- **Participate in public education of fire prevention.**
- **Fully implement NFPA software**



COMMUNICATIONS AND MARKETING
REPORT

OCTOBER 2024 // PREPARED BY ROSE HOFFMAN



LONG-TERM FOCUS



GOAL: VISIBILITY WITH OUR SCHOOLS

In addition to partnering with Aledo ISD on several projects, the city debuted its first-ever commercial on the scoreboard for home games at Tim Buchanan Stadium. The city also sponsored a sign on the scoreboard at Trinity Christian Academy's Eagle Stadium.



The Aledo ISD campaign, "Willow Park: In the Heart of Bearcat Country," was accompanied by a digital campaign on the city's social media and print channels.

The city participated for the 6th time in Bearcat Nation 101, which greets new families to the district.



LONG-TERM FOCUS



GOAL: PROMOTE AND SUPPORT LOCAL BUSINESSES

As part of our long-term brand planning, the city is launching a campaign to advocate for our Willow Park businesses and help them take pride in their home city. We welcomed the following businesses with a basket of Willow Park swag and promotional posts on our social channels:

- Melt
- The District Butcher
- The Market at Aledo
- Glamper Camper
- The Western Charm Boutique

We also made contact with every business in the city to ask them to participate in promotional campaigns for the city. Look for some fun marketing in the spring!

FALL 2024

The city held a ribbon cutting for the Trinity Track and Kings Gate Park on August 15 with the Parker County Chamber of Commerce. The communications department also assisted the Willow Park Police Department with their National Night Out event, which achieved record attendance.



Event and outreach HIGHLIGHTS

SHORT TERM GOALS

1. Promote tourism and shopping local through marketing campaigns
2. Save the date! Christmas Tree Lighting Dec. 3 at 6 p.m.
3. Conduct website audit to check for up-to-date content, broken links, and ADA compliance
4. Partner with the Parks Department on planning for future event and outreach

2024 FALL/WINTER GOALS



Second quarter SUMMARY



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 22, 2024	Department: Public Works	Presented By: Gretchen Vazquez
--	------------------------------------	--

AGENDA ITEM: Consider authorizing a professional services agreement with Infrastructure Management Services (IMS) for the 2024 Pavement Condition Assessment through the North Texas SHARE Purchasing Program

BACKGROUND:

The City of Willow Park strives to maintain its roadway network as best as possible.

The City will utilize the services of Infrastructure Management Services (IMS), an engineering firm that conducts automated pavement condition assessments. They provide the data and analysis to develop long term, cost optimized street rehabilitation plans.

The 2024 Pavement Condition Assessment project will include driving all concrete and asphalt streets in the City (approximately 80 miles) with a van that is outfitted with instrumentation to record on a continuous basis the surface condition, rutting, roughness, and the location by Global Positioning System (GPS) coordinates. Upon conclusion of the mobile field data collection, IMS will provide a final report with all the street segments listed with their pavement condition index (PCI). This pavement assessment will provide the city with an updated and in-depth understanding of its current road infrastructure. The data will assist in the city’s future maintenance and resurfacing plans.

IMS Infrastructure Management Services maintains an interlocal agreement with the North Central Texas Council of Governments (NCTCOG) that provides negotiated pricing for NCTCOG members. The agreement was developed in accordance with the North Texas SHARE Program, which the City of Willow Park is a member of. The North Texas SHARE Program allows member cities all the benefits associated with cooperative purchases and member cities can use contracts which have been competitively solicited and awarded by North Central Texas Council of Governments.

STAFF RECOMMENDATION:

Staff recommends approval of the professional services agreement with IMS Infrastructure Management Services in the amount of \$31,320.

EXHIBIT:

Consultant Services Agreement for Pavement Analysis Services



International Cybernetics Company, LP (ICC) d/b/a IMS Infrastructure Management Services ("Consultant") with its principal office at 10630 75th Street, Largo, FL 33777, Phone: 727-547-0696 and

WILLOW PARK, TEXAS with its principal offices at City Hall 120 El Chico Suite A Willow Park, Texas 76087 Phone: (817) 441-7108 ("Client"). Consultant and Client may hereinafter be referred to collectively as the "Parties."

RECITALS

WHEREAS, Consultant agrees to fulfill and perform the work as set forth under Scope of Work (Appendix A), and Client agrees to fulfill its obligations, including providing information required for project setup and compensating the Consultant as set forth under pricing (Appendix A);

NOW, THEREFORE, the Parties hereto, intending to be legally bound, do hereby agree that the project overview and Pricing below accurately reflect the work to be performed and the price to be paid; and

The Parties accept the standard terms and conditions of sale as described in the attached (Appendix B); and

The Parties agree that any modifications to the scope of work or pricing will be agreed to in writing and explicitly acknowledged by both Parties in order to be binding, and

The Parties agree that any agency, current or future, within the same state shall be allowed to participate in this agreement during the life of the contract, even if it is not listed amongst the solicitation participants. While this clause in no way commits an Agency to purchase from Agency's awarded contractor, nor does it guarantee any additional orders will result, it does allow Agencies, at their discretion, to make use of Agency's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other Agencies shall be understood to be transactions between that Agency and the awarded vendor; the Agency shall not be responsible for any such purchases.

IN WITNESS WHEREOF, this Contract is entered into as of the day and year written above. The Client and Consultant hereby represent and warrant to each other that each of the signers below have the right, power, legal capacity, and authority to enter into and bind the corresponding organization to perform its obligations under this Contract, and that the signature and execution of this Contract has been duly authorized.





Reference Project Overview for scope of work and fees, a total of \$31,320.00

International Cybernetics Company, LP
d/b/a IMS Infrastructure Management Services

City of WILLOW PARK, TEXAS

Date: _____

Date: _____

By: _____

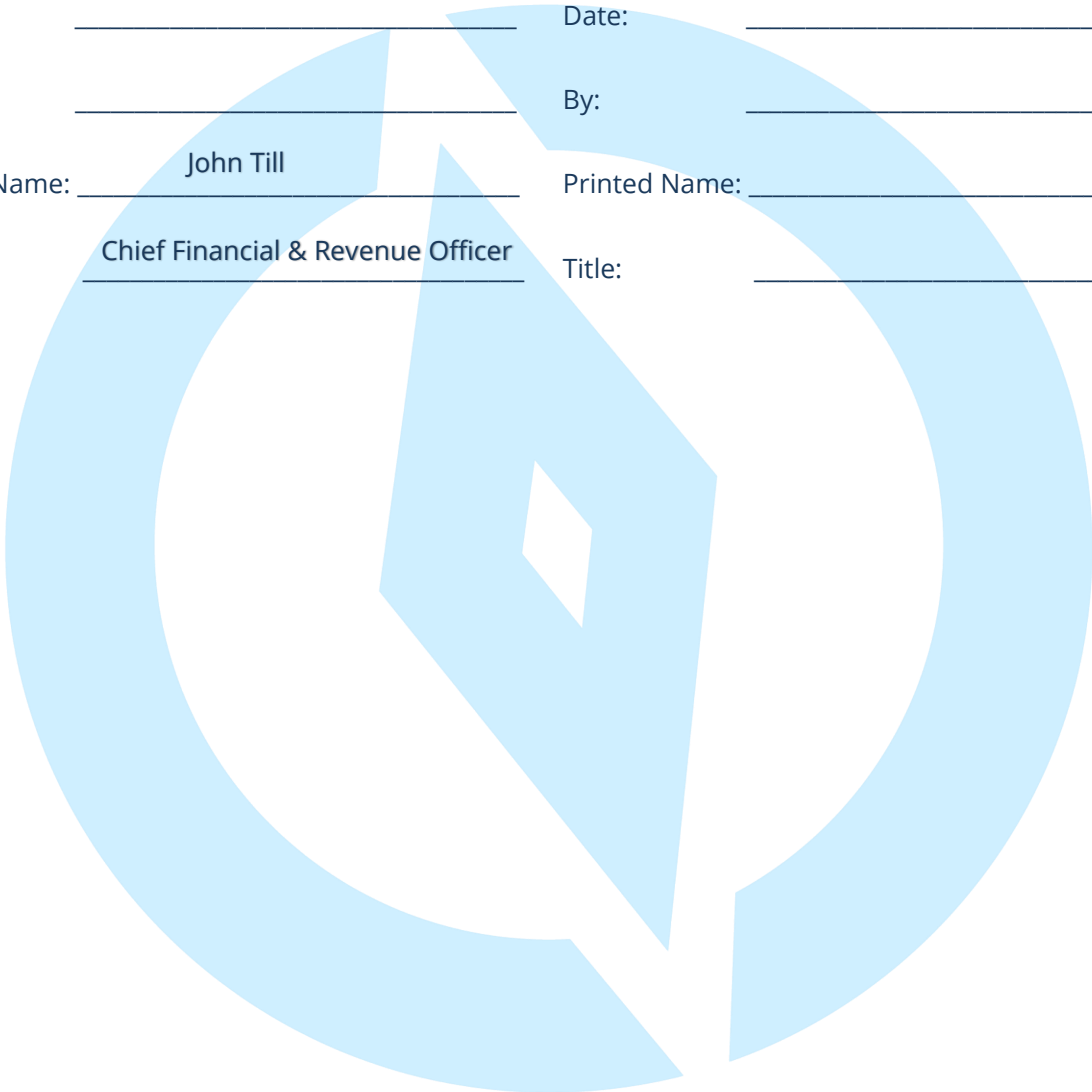
By: _____

Printed Name: John Till

Printed Name: _____

Title: Chief Financial & Revenue Officer

Title: _____



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com

Appendix A – Fee Proposal and Scope of Work



Willow Park, Texas

Willow Park-TX [2025 PCI, 5-Year
Analysis +Report]

Budgetary Estimate

Opportunity ID: 24-10-05323



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com

10/15/2024

City of Willow Park, Texas
Gretchen Vazquez, PE, City Engineer
Email: gvazquez@willowpark.org
Phone: (817) 903-1245

Re: Willow Park-TX [2025 PCI, 5-Year Analysis+Report]

Dear Gretchen,

IMS Infrastructure Management Services (IMS) is pleased to present this budgetary estimate for a roadway pavement condition survey for Willow Park. As an industry leader with four decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding your agency's goals and objectives for this project. We work side-by-side with our clients to ensure all project goals are met and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for pavement management analyses, which identify the most appropriate maintenance or rehabilitation activity for each roadway pavement.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling your agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at (480) 741-1847 or by email at jtourek@icc-ims.com.

Best Regards,

**International Cybernetics Company, LP d/b/a
IMS Infrastructure Management Services**



Jim Tourek, Client Services Manager



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com



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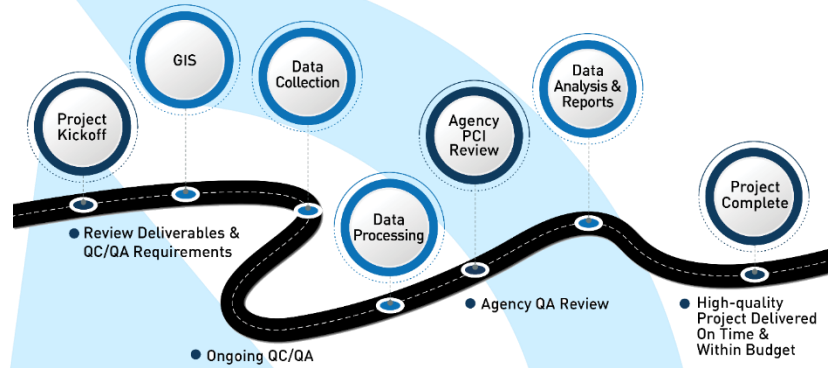
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TX Share Rates	6
IMS Fee Structure Matching TX Share	7
Company Profile.....	8
Industry-Leading Technologies	9
Appendix A – Typical Project Roadmap.....	11
Appendix B – Additional Value-Added Services	13

Project Overview

The primary objective of this project is to collect 80 test miles of roadway condition data. To ensure adequate coverage across the roadway network, we survey roads with greater than three lanes in both directions and all remaining roads in one direction. Our project roadmap, shown in the figure below, has evolved over the years and reflects our team’s collective experience of successfully delivering thousands of similar projects. (See Appendix A for more details on each step in our project roadmap.)

The pavement condition survey will be performed with an IrisPRO Pave™ data collection system. The IrisPRO Pave™ collects georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements.

Collected data are processed to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported following the International Roughness Index (IRI) method. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Roadway imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.



Deliverables

01

Roadway Pavement Condition Data

Reported in an Excel spreadsheet and a geodatabase.

02

Inform™ Online Data Viewer

Enables convenient, browser-based viewing of collected data and imagery. *(Note: **90 days** of hosting for unlimited agency users is included from the time of implementation.)*

03

Optional Easy Street Analysis (ESA) of Roadway Pavements

- Easy Street Analysis (ESA) pavement management spreadsheet
- Customizable prioritization and deferred cost analysis

ESA training session (two hours) via Teams

04

Optional Five (5) Year, Network-Level Pavement Management Plan

05

Additional Value-Added Services

If applicable, based on our discussions with you, this budgetary estimate includes information and pricing on additional value-added services, described in more detail below.





TX Share Rates

Willow Park-TX [2025 PCI, 5-Year Analysis+Report]

Service Category #1: Pavement Data Collection										
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles				
1	Automatically and continuously measure pavement cracking, texture, rutting and geometrics. Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.	Lane Mile ¹		\$140.00	\$115.00	\$100.00	X	80	\$140.00	\$11,200
2	Collect pavement surface distress and structural condition information through automated means for all Participant-owned roadways.	Lane Mile ¹		\$1.00	\$1.00	\$1.00	X	80	\$1.00	\$80
3	Provide a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	\$2,500.00				X			\$2,500
4	Collect dual-wheel path roughness data to International Roughness Index standards.	Lane Mile ¹		\$1.00	\$1.00	\$1.00	X	80	\$1.00	\$80
5	Collect pavement performance information that includes rutting using a minimum of seven (7) sensors (include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four (4) sensors, and longitudinal cracking	Lane Mile ¹		\$1.00	\$1.00	\$1.00	X	80	\$1.00	\$80
6	Perform friction testing	Lane Mile ¹	(OR: see below)	\$195.00	\$160.00	\$150.00		80		\$0
7	Measure lane striping reflectivity quality	Lane Mile ¹		\$50.00	\$50.00	\$50.00		80		\$0
Service Category #3: Pavement Management Analysis										
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles				
21	Calculate the International Roughness Index (IRI) for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹		\$1.00	\$1.00	\$1.00	x	80	\$1.00	\$80
22	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433 or ASTM E3303. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹		\$20.00	\$15.00	\$12.00	x	80	\$20.00	\$1,600
23	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), public safety emergency routes, and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Provide results compatible with the Participant's GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$2,000.00	\$0.00	\$1.00	\$1.00	x	80	\$0.00	\$2,000
24	Estimate the annual budget required to meet the long-term goals regarding desired pavement condition levels. Cost includes base cost plus lane mile unit cost.	Each Participant	\$4,500.00	\$0.00	\$1.00	\$1.00	x	80	\$0.00	\$4,500
25	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff. Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,000.00	\$0.00	\$1.00	\$1.00	x	80	\$0.00	\$3,000
26	Recommend the computer hardware and software needed for successful implementation, potentially including recommendations for licenses of pavement management system software and other geodatabase software as needed.	Each Participant	\$1,500.00							\$0
27	Train Participant staff and provide assistance to the Public Works and IT Department as needed for the use of data collected through the fully automated system. (20 person maximum per class)	Day	\$3,500.00							\$0
Service Category #4: Electronic Products										
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles				
28	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Exhibit B	Lane Mile ¹		\$5.00	\$3.00	\$2.00	x	80	\$5.00	\$400
29	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery).	Lane Mile ¹		\$15.00	\$10.00	\$5.00		80		\$0
30	Load assessment data for all Participant-maintained pavements into a pavement management system required by local government Participant(s), if applicable. (Example: MicroPaver). The assessment data shall include visual observations, photographs and measurements collected by instrumentation. Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,500.00	\$5.00	\$4.00	\$3.00		80		\$0
31	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	\$7,000.00	\$0.00	\$5.00	\$5.00		80		\$0
32	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	\$1,500.00	\$10.00	\$8.00	\$5.00	x	80	\$10.00	\$2,300
33	Provide asset management tools or systems (not just collection) (i.e., 15-year plan about how to fix or repair assets). Cost includes base cost plus lane mile unit cost.	Each Participant	\$2,500.00	\$0.00	\$0.00	\$0.00		80		\$0
Service Category #7: Value Added Services										
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)
			Unit Base Cost (\$)	Unit Cost (\$) 0-200 Lane Miles	Unit Cost (\$) 201-700 Lane Miles	Unit Cost (\$) 700+ Lane Miles				
40	Full Written Final Report- Firm shall prepare and submit a written project report summarizing the work performed, dates of collection, methodology, and results.	Each Participant	\$3,500.00				x			\$3,500
41	Project Presentation- Firm shall prepare and present a written project report summarizing the work performed, dates of collection, methodology, and results to the Participant's legislative body.	Each Participant	\$3,500.00							\$0
42	Provide Curb Ramp and ADA/Barrier Free Ramp Compliance Survey	Each Participant	(see below)							
43	Stand-alone field operation for collection of asset inventory only, with different levels of position accuracy and abilities to use data for attribute registration and conditions. Cost includes base cost plus lane mile unit cost. a. Photogrammetry b. Mobile Lidar	Lane Mile ¹	a. \$7,500.00 b. (see below)	a. \$100.00 b. (see below)	a. \$ 90.00 b. (see below)	a. \$ 80.00 b. (see below)				
44	Generic asset types, allowing for any item within line of sight of the collection vehicle. Asset types include items a. through d. in Exhibit B. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$1,500.00	(see 50a-v pricing)	(see 50a-v pricing)	(see 50a-v pricing)				
45	Provide consultancy services to develop linework in GIS for missing sidewalks in order to quantify and identify on a map	Hour	\$175.00							\$0
TOTAL										
									\$31,320	

IMS Fee Structure Matching TX Share

Willow Park-TX [2025 PCI, 5-Year Analysis+Report]

(Note: The final fee and scope of work depends on confirmation of test miles to be surveyed and analysis and reporting requirements.)

Budgetary Estimate					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff	1	Lump Sum	\$2,500.00		\$2,500.00
Project Management	1	Lump Sum	\$1,500.00		\$1,500.00
GIS Review and Survey Extents Verification	80	CL/Test Miles	\$20.00		\$1,600.00
Mobilization/Calibration	1	Lump Sum	2,845.00		\$2,845.00
Field Data Collection - IrisPRO Pave	80	CL/Test Miles	\$140.00		\$11,200.00
Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	1	Lump Sum	\$3,775.00		\$3,775.00
Condition Data Delivery	1	Lump Sum	\$1,500.00		\$1,500.00
Easy Street Analysis (ESA) Pavement Management Plan (PMP)	1	Lump Sum	\$4,000.00		\$4,000.00
Pavement Management Report	1	Lump Sum	\$3,500.00		\$3,500.00
Inform - <400 lane miles (90-Days)	1	Per Year	\$2,000.00	100%	\$0.00
Inform Web Hosting (90-Days)	80	Per year per mile	\$1.20	100%	\$0.00
			Total Project:		\$31,320.00

Inform - <400 lane miles	1	Per Year	\$2,000.00		\$2,000.00
Inform Web Hosting	80	Per year per mile	\$1.20		\$96.00
			Annual Inform Fee:		\$2,096.00





Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.



Over the past five years, we have made a \$5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA) compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. ***Together, IMS – now powered by ICC – are paving the way forward!***



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Industry-Leading Technologies

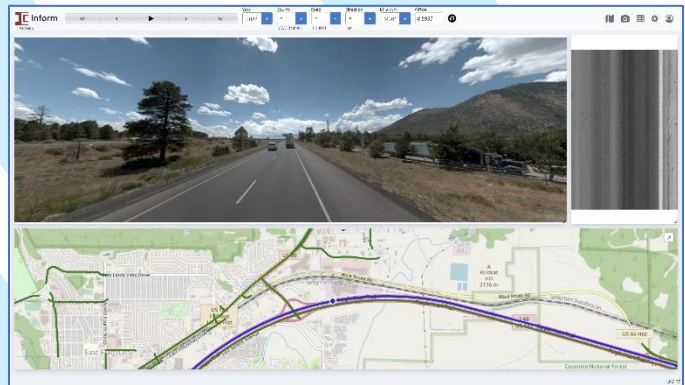
IrisPRO Pavement™

The pavement condition survey will be performed using an IrisPRO Pavement™ data collection system. The IrisPRO Pavement™ is equipped with industry-leading data acquisition technologies, including an inertial profiler, a second-generation Laser Crack Measurement System (LCMS-2), a FLIR Ladybug5+ 30MP 360-degree camera, and an iXBlue A7 or OxtS INS with DGPS.



Inform™ Online Data Viewer

The Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing pavement condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected pavement data, including cracking, rutting, and roughness. The Inform™ viewer is fast, intuitive, and reduces the need for field visits.



"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."
– Robert Bush, Program Manager, Arizona DOT



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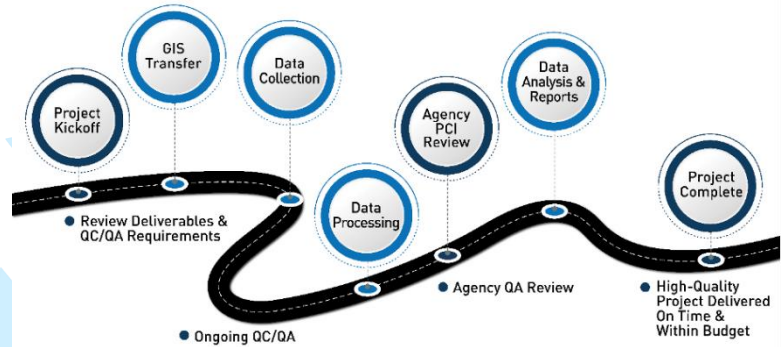
APPENDIX



Appendix A – Typical Project Roadmap

Step 1: Project Kickoff

The IMS project manager schedules a kickoff meeting with your agency’s project team to review the project scope, schedule, and fee. The IMS project manager ensures that the IMS team and agency stakeholders clearly understand the goals and objectives of the project.



Step 2: GIS Linkage and Survey Map Development

Following the kickoff meeting, IMS' GIS team reviews the agency’s roadway network and verifies the roadways to be collected. The agreed-upon roadway network is loaded into ICC Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered.

Step 3: Data Collection

The pavement condition survey is performed with an ICC IrisPRO Pave™ data collection system. Georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements are collected.

Step 4: Data Processing

The collected data are processed using ICC Connect™ software to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported using the International Roughness Index (IRI) method.



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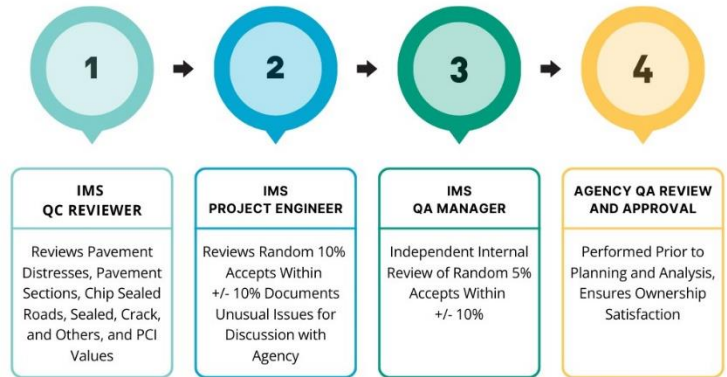
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Step 5: Multi-step QC/QA IMS has developed a unique approach to pavement condition surveys by coupling the power of automated algorithms with manual review of distress data by trained and certified pavement raters. All data is manually reviewed by our QC team, then reviewed by our QA manager, and lastly, submitted to the agency for final review and acceptance. This rigorous QC/QA process provides an added measure of confidence that the pavement condition data is accurate.

Comprehensive Data Quality Management



Step 6: Data Analysis & Reports

- **Comprehensive Analysis**
Our data analysis is thorough and tailored to provide insights that drive decision-making.
- **Detailed Reporting**
We deliver comprehensive reports that are clear, concise, and customized to your reporting standards.

Step 7: Project Closeout

Project deliverables will be sent to you for final approval and acceptance. Once accepted, we will facilitate a final project close-out meeting with you, where we will present our findings and recommendations. This workshop-style meeting is an opportunity to clarify any final questions and discuss other ways IMS can support your pavement management program in the future.



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Appendix B – Additional Value-Added Services

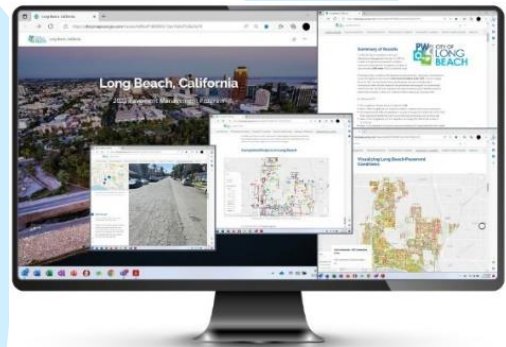
Right of Way (ROW) Asset Collection (e.g., signs, markings, curb, and gutter, etc.)

Imagery collected during the pavement condition survey can be used to build ROW asset inventories and condition assessments for signs, sign supports, curb and gutter, sidewalks and multi-use trails, ADA ramps, pavement markings and striping, traffic signals, trees, and many others. While we offer multiple methods for collecting ROW asset data, which is a primary component of half of all our projects, this is the most efficient.



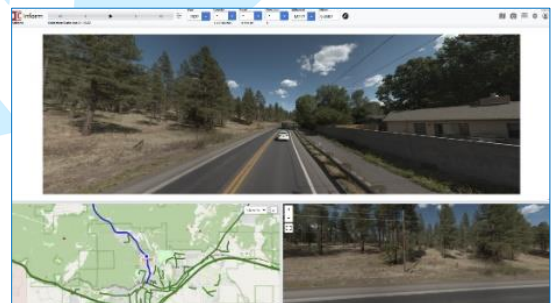
Web-based GIS Visualization via StoryMaps and Dashboards

Easy-to-use and easy-to-maintain web-based, geocentric StoryMaps and Dashboards can be built to serve not only internal staff but also constituents. These tools provide a dynamic way to present complicated information visually. StoryMaps and Dashboards may be configured for use within the agency for coordinating projects across departments or for presentation to the public to promote transparency and trust.



Inform™ Data Hosting

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review collected pavement and asset data. The software is fast, intuitive, and is the simplest way to make valuable photolog images available to every user. **Ninety (90) days of complimentary hosting is included with all IMS projects.** Competitive pricing for data hosting in year two and beyond is available upon request.



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Structural Testing with a Fast-Falling Weight Deflectometer (FastFWD)

IMS offers additional pavement testing techniques to enhance decision-making and project prioritization.

The FastFWD applies a dynamic load to the pavement surface to measure structural capacity and pavement layer stiffness values.

We integrate the structural index (SI) as a component of each roadway's final PCI to help you better predict future performance and fine-tune rehabilitation activities, such as determining when to reconstruct vs. mill and overlay.



Sidewalk, Trail, and Parking Lot Surveys with a Sidewalk Surface Tester (SST)

We deploy our Sidewalk Surface Testers (SST) for capturing sidewalk inventory and condition data, SSTs may also be deployed to collect data for narrow alleys, parking lots, bike paths, and multi-use trails. SST surveys yield comprehensive sidewalk condition data that may be used in combination with lidar pedestrian curb ramp data to develop detailed ADA transition plans. With the evolving ProWag requirements, it is critical for agencies to have a plan in place for routinely assessing the condition of and proactively maintaining their pedestrian walkways.



Mobile Lidar for Pedestrian Curb Ramp Assessments

Mobile Lidar is deployed to supplement ROW inventory surveys by creating a 3D point cloud from which measurements can be extracted. Our mobile lidar system collects 1.2 million points per second, resulting in extremely dense point clouds. The integrated Ladybug5+ camera captures high-resolution spherical imagery at defined intervals. Using the lidar point cloud, IMS can efficiently take detailed measurements of pedestrian curb ramps.





Roadway Friction Testing

Friction testing is a critical element of roadway safety inspections. Adequate friction can help reduce accidents and save lives. In the last five years alone, we have successfully completed 174 friction testing projects. The friction of the pavement surface is measured in accordance with ASTM E274 and incorporates a ribbed tire in accordance with ASTM E501 for studies of the left wheel path at each site.



In-Person (or Virtual) Council Presentations

IMS is often asked to develop and deliver a council presentation to educate council members and the public on the concepts of pavement management and the results of the surveys, health of the roadway network and recommendations as a value-added service. We work collaboratively with agency staff to develop highly focused presentations that layout the existing state of the agency's roadways and the funding required to meet the agency's goals and objectives.



Customized Written Reports and Specialty Maps

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as part of the project. Additional analyses and specialty maps may be added to the final report to enhance the ability of the agency to communicate existing pavement conditions, forecasted conditions, and M&R needs and priorities.



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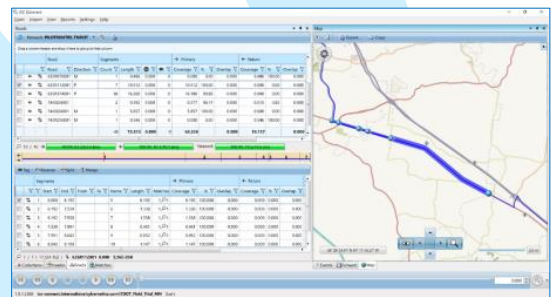
Software “Needs Assessments,” Training, and Technical Support

IMS performs software needs assessments for agencies to determine the pavement management system that will best meet the agency’s needs. We also provide software training as a value-added service. We review the agency’s existing IT structure, program goals, and user skillsets to make a recommendation on what pavement management software will best meet the need. Ongoing technical support is another popular value-added service available regardless of software.



GIS “Clean-up” Services – No GIS... No Problem!

IMS reviews the integrity of the agency’s GIS to ensure that segmentation conforms to pavement management best practices and that the existing attribution is correct. Our team of GIS technicians and analysts assist agencies in validating their GIS and modifying it, when necessary, to meet pavement management goals and objectives. Developing pavement-specific GIS layers is often necessary for reporting pavement conditions in a logical, easy-to-understand format.



Roadway Functional Class Review

IMS reviews the functional classification and characteristics of the agency’s roadway network to make any necessary adjustments to highway, road, and street classifications. Understanding the volume of traffic and associated traffic loads is critical in determining the appropriate maintenance and rehabilitation activity for each roadway pavement.



Page 16 lists fees for our value-added services:



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Optional Value-Added Service Activities - Cost Estimates				
Name	Qty.	Units	Price	Total Price
2-Pass Surveys an Estimated 25 Centerline Miles of Major Roads *	25	Test Miles	\$ 150.00	\$ 3,750.00
FastFWD Structural Testing - Recommended 2-Pass Test for Major Roads				
a. Mobilization/Calibration (FFWD)	1	Lump Sum	\$ 3,000.00	\$ 3,000.00
b. Field Data Collection - Fast Falling Weight Deflectometer (FFWD)	50	Test Miles	\$ 150.00	\$ 7,500.00
c. Traffic Control for Deflection Testing (if applicable/necessary)	24	Hours	\$ 150.00	TBD
d. Data Processing: Standard FFWD (Including QC/QA) - \$1,750 base fee + \$5/mile for networks >100 miles	1	Lump Sum	\$ 1,750.00	\$ 1,750.00
e. Calculate Structural Number (SNeff) - Used for Network Level Analysis - \$1,000 base fee + \$5/mile for networks >100 miles	1	Lump Sum	\$ 1,000.00	\$ 1,000.00
f. Optional - Calculate Structural Number Required (SNreq) Based on ADT and Provide Structural Index - \$1,000 base fee + \$5/mile for networks >100 miles	1	Lump Sum	\$ 2,000.00	\$ 2,000.00
g. Optional - Color Coded GIS Map - Based on Structural Index (SI) (PDF)	1	Lump Sum	\$ 1,000.00	\$ 1,000.00
Right of Way (ROW) Asset Extraction - Using Standard Data Dictionary Attributes Incl. 2-pass of Majors				
Crosswalks	105	Test Miles	\$ 19.00	\$ 1,995.00
Curb & Gutter	105	Test Miles	\$ 23.00	\$ 2,415.00
Curb Markings	105	Test Miles	\$ 22.00	\$ 2,310.00
Drainage Ditches	105	Test Miles	\$ 23.00	\$ 2,415.00
Drainage Structures (Inlets)	105	Test Miles	\$ 33.00	\$ 3,465.00
Driveway Aprons	105	Test Miles	\$ 39.00	\$ 4,095.00
Fence	105	Test Miles	\$ 23.00	\$ 2,415.00
Fire Hydrants	105	Test Miles	\$ 22.00	\$ 2,310.00
Guardrail/Guiderail	105	Test Miles	\$ 23.00	\$ 2,415.00
Landscaping	105	Test Miles	\$ 49.00	\$ 5,145.00
Manhole Covers	105	Test Miles	\$ 29.00	\$ 3,045.00
Pavement Striping - Linear	105	Test Miles	\$ 32.00	\$ 3,360.00
Pavement Markings - Point	105	Test Miles	\$ 22.00	\$ 2,310.00
Retaining Walls	105	Test Miles	\$ 23.00	\$ 2,415.00
Sidewalk/Curb Ramps	105	Test Miles	\$ 26.00	\$ 2,730.00
Sidewalks	105	Test Miles	\$ 23.00	\$ 2,415.00
Sign Supports	105	Test Miles	\$ 33.00	\$ 3,465.00
Signs	105	Test Miles	\$ 63.00	\$ 6,615.00
Sound/Noise Barriers	105	Test Miles	\$ 23.00	\$ 2,415.00
Street Furniture	105	Test Miles	\$ 33.00	\$ 3,465.00
Street Lights	105	Test Miles	\$ 46.00	\$ 4,830.00
Traffic Signals and Flashers	105	Test Miles	\$ 29.00	\$ 3,045.00
Trees	105	Test Miles	\$ 56.00	\$ 5,880.00
Utility Poles	105	Test Miles	\$ 46.00	\$ 4,830.00
Valves	105	Test Miles	\$ 39.00	\$ 4,095.00
Pavement Story Map for External Viewers, Standard, With Hosting for 1 year	1	Lump Sum	\$ 7,500.00	\$ 7,500.00
a. Years 2 - 4 Annual Updates of Rehabs; + hosting fees of \$1.20 per mile (if applicable)	3	Lump Sum	\$ 2,000.00	\$ 6,000.00
Pavement Condition Dashboard for Client Internal Viewing, Standard, With Hosting for 1 year	1	Lump Sum	\$ 5,500.00	\$ 5,500.00
a. Years 2 - 4 Annual Updates of Rehabs; + hosting fees of \$1.20 per mile (if applicable)	3	Lump Sum	\$ 2,000.00	\$ 6,000.00
City Council/County Commission Presentation - Virtual	1	Lump Sum	\$ 3,500.00	\$ 3,500.00
a. Add for an Onsite Presentation	1	Lump Sum	\$ 2,500.00	\$ 2,500.00
Non-Standard Written Report (Min. 8-Hours; beyond at Hourly Rate)	8	Hours	\$ 150.00	\$ 1,200.00
Additional or Specialty Maps for Reporting (In Addition to Maps in Standard Report)	1	Lump Sum	\$ 750.00	\$ 750.00
Additional Printed/Hard Copies of the Standard Final Report	1	Lump Sum	\$ 200.00	\$ 200.00
Roadway Functional Class Review	TBD	Hours	\$ 189.00	TBD
Sidewalk Condition Survey via Sidewalk-Surface Tester (SST) Data Collection			(Available Upon Request)	
Pedestrian Curb Ramp Non-Compliance Survey & Analysis via Mobile Lidar Data Collection			(Available Upon Request)	
Pavement Management Software Evaluation Needs Assessment	1	Lump Sum	\$ 1,750.00	\$ 1,750.00
GIS Polygon to Polyline Conversion	80	Centerline Mi.	\$ 6.00	\$ 480.00
Easy Street Analysis (ESA) Pavement Management Plan (PMP)				
a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software				Included in Analysis Activities (ESA)
b. Customizable Prioritization & Cost-Benefit Analysis				
c. Unlimited Access - Training Library				
d. Online ESA Spreadsheet Training via Teams				


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Appendix B – Terms & Conditions

1. DEFINITIONS

- a. In these Terms and Conditions of Sale, “Consultant” means International Cybernetics Company, LP and IMS Infrastructure Management Services and, if related to service work within the country of Canada, International Cybernetics Canada, Inc.; and
- b. “Client” means the person, firm, organization, or corporation by whom the purchase order is given.
- c. “Services” means data collection, processing, analysis, consulting, training, and similar activities performed by Consultant for the Client.

2. THE CONTRACT

- a. All purchase orders must be received in writing and are accepted subject to these Terms and Conditions of Sale. No terms or conditions put forward by Client and no representations, warranties, guarantees or other statements not contained in Consultant's quotation or acknowledgement of order nor otherwise expressly agreed in writing by Consultant shall be binding on Consultant.
- b. The Contract shall become effective only upon the date of acceptance of Client's order. Such acceptance will be by a mutually executed contract (including the one attached hereto), task order, notice to proceed, and all necessary Client-provided deliverables to allow the Consultant to perform on contract, such as road network definition (GIS), analysis parameters, etc., or upon the date of fulfillment of all conditions stipulated in the Contract (the “Effective Date”).
- c. No alteration or variation to the Contract shall apply unless agreed in writing by both parties. However, Consultant reserves the right to effect minor modifications and/or improvements to the final deliverables of services before delivery provided that the performance of the Services is not adversely affected.
- d. The Client, having taken full note of the characteristics of the services sold by Consultant, particularly on the basis of the indications provided in documentation, catalogues and, where applicable, during presentations given by Consultant, has satisfied itself as to the suitability of the Services for its own needs. Where it has not contacted Consultant for any additional details prior to the acceptance of the order, the Client acknowledges that it has been adequately informed.

3. VALIDITY OF QUOTATION AND PRICES

- a. Unless previously withdrawn, Consultant's quotation is open for acceptance within the period stated therein or, when no period is so stated, within sixty (60) days after its date.
- b. Prices are firm for delivery within the period stated in Consultant's quotation and are exclusive of (i) Sales Tax and (ii) any similar and other taxes, duties, levies or other like charges arising outside the State of Florida in connection with the performance of the Contract.

4. PAYMENT

- a. Payment shall be made according to the Consultant's standard payment terms, unless defined otherwise in the Contract. The “Effective Date” shall in no case be earlier than the date on which the first payment is received by Consultant. Standard payment terms for Services are monthly progress payments based on services rendered during the month at the unit prices defined in the Contract. Invoices for Services will be dated on or before the last day of each month.
- b. Payment shall be made: (i) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and (ii) in the currency of Consultant's order

confirmation within thirty days of date of invoice unless otherwise specified by Consultant's finance department.

- c. Without prejudice to Consultant's other rights, Consultant reserves the right to: (i) charge interest on any overdue sums at 1% per month during the period of delay; (ii) suspend performance of the Contract (including withholding shipment) in the event that Client fails or in Consultant's reasonable opinion it appears that Client is likely to fail to make payment when due under the Contract or any other contract; and (iii) at any time require such reasonable security for payment as Consultant may deem reasonable.

5. DELIVERY PERIOD

- a. Unless otherwise stated in Consultant's order confirmation, all periods stated for delivery or completion are measured from the Effective Date and are to be treated as estimates only, not involving any contractual obligations or liability.
- b. Delivery of Services within the estimated timeframe depends upon the Consultant's existing project commitments, fleet schedule, resource availability, access to the roads to be collected, and good weather (dry roads, temperatures above freezing). Any delays due to these variables may affect the delivery/completion period but shall not affect the Contract Price.
- c. Assumes assets to be collected are in the public right-of-way and unobscured from the line-of-sight of the data collection vehicle's cameras (ex: no significant vegetation or overgrowth, damaged, or vehicle obstruction). On two-lane roads, the 360-degree camera will capture assets in the direction of travel, and the 360-degree camera will capture the assets in the opposite direction. Therefore, only one pass will be required on these streets. Streets with more than two lanes may require additional passes depending on the number of lanes or division of lanes by median island.
- d. If Consultant is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Client or its agents (including but not limited to failure to provide specifications, working drawings, road network definition (GIS), analysis parameters, and/or such other information as Consultant reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly.
- e. If delivery of Services is delayed due to any act or omission of Client, having been notified that Consultant is awaiting the completion of Client's obligations, Consultant shall be entitled to place the project on hold and cease further work on the project until such time that the obligations are met. Upon placing the project on hold, the Consultant shall be entitled to invoice Client for all work completed to date including for partially-completed data collection, processing, or analysis and for undelivered data.
- f. To ensure timely project execution and success, both Client and Consultant understand that all questions and information requests related to this project from the Client to the Consultant are to be responded to within three (3) business days and the acceptance and/or feedback of any deliverables provided to Client from Consultant is to occur within ten (10) business days.

6. FORCE MAJEURE

- a. Force Majeure of any kind, unforeseeable production, traffic or shipping disturbances, war, acts of terrorism, fire, floods,



unforeseeable shortages of labor, utilities or raw materials and supplies, strikes, lockouts, pandemics, acts of government, restrictions on travel, and any other hindrances beyond the control of the party obliged to perform which diminish, delay or prevent production, shipment, acceptance or use of the Services or provided data, or make it an unreasonable proposition, shall relieve the party from its obligation to supply or take delivery, as the case may be, as long as and to the extent that the hindrance prevails.

- b. If, as a result of the hindrance, planned in-person or on-site visits by Consultant staff for installation, implementation, training, or meetings are prevented or become impractical, Consultant shall be relieved from such contract requirements. Consultant shall also provide any implementation or training services, and attend meetings, virtually or online to the maximum extent possible to satisfy the intent of the contract.

7. WARRANTY

- a. Consultant warrants to Client that it will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. Consultant makes no other warranties or guarantees, expressed or implied, relating to the Services, and Consultant disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose.

8. NON-SOLICITATION

- a. During execution of this contract and for a period of two (2) years following the Delivery Date, the Client will not, directly or indirectly, whether through an owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, or through any other "person" (which, for purposes of this subsection, shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, any unincorporated organization, or a government or political subdivision thereof), hire or attempt to hire any active employee or contractor of the Consultant or any affiliate of the Consultant, assist in such hiring by any other person, or encourage any such employee to terminate his relationship with the Consultant or any affiliate of the Consultant.

9. LIMITATION OF LIABILITY

- a. Supplier's maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions incurred under or in connection with a specific order or a particular blanket order issued, arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of intellectual property rights or otherwise, shall in no circumstances exceed a sum equal to the total price of the order in question.

10. STATUTORY AND OTHER REGULATIONS

- a. If Consultant's obligations under the Contract shall be increased or reduced by reason of the making or amendment after the date of Consultant's quotation of any law or any order, regulation or bylaw having the force of law that shall affect the performance of Consultant's obligations under the Contract, the Contract Price and delivery period shall be adjusted accordingly and/or performance of the Contract suspended or terminated, as appropriate.

11. COMPLIANCE WITH LAWS

- a. Client agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, Canada, the European Union and the jurisdictions in which Consultant and Client are established or from which items may be supplied, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply to its receipt and use of services or software provided.

- b. Client agrees furthermore that it shall not engage in any activity that would expose the Consultant to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Client agrees to comply with all appropriate legal, ethical and compliance requirements.

12. DEFAULT, INSOLVENCY AND CANCELLATION

- a. Consultant shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Client, if (i) Client is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Consultant's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (ii) on the occurrence of an Insolvency Event in relation to Client. In the event of cancellation, Client shall be responsible for all payments to the Consultant for any deliveries completed and milestones met up to the date of termination.
- b. Client shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Consultant, if (i) Consultant is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Client's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (ii) on the occurrence of an Insolvency Event in relation to Consultant. In the event of cancellation, Client shall be responsible for all payments to the Consultant for any deliveries completed and milestones met up to the date of termination.
- c. Insolvency Event" in relation to Client means any of the following: (i) a meeting of creditors of Client being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Client; (ii) a chargeholder, receiver, administrative receiver or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Client; (iii) Client ceasing to carry on business or being unable to pay its debts; (iv) Client or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Client; or (vi) the happening in relation to Client of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Consultant shall be entitled to recover from Client or Client's representative all costs and damages incurred by Consultant as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

13. DATA RETENTION

- a. This section defines the Consultant's data retention policy for Services projects. The data collected by the IrisPRO Pave takes up over 6 GB per mile (Raw) and 3 GB per mile (Processed). Data storage costs are significant for this volume of data. Therefore, Consultant has implemented a data retention policy to clarify its standard operating procedure.
- b. Definitions



- i. "Raw data" - Sensor data collected by the collection vehicle that is saved in proprietary formats and cannot be used directly. This includes .drive files, PGR files, and FIS files.
 - ii. "Processed data" - Data that has been transformed into usable formats by the Connect software. This includes CSV, XLSX, SHP, GDB, and JPG files.
 - iii. "Data Acceptance" - Client acceptance of delivered data and confirmation that deliverables meet the project requirements.
- c. Policy
- i. Consultant will provide a quotation for hosting of any collected data for any duration upon request.
 - ii. Consultant will retain Raw data for 3 months beyond Data Acceptance, unless the client confirms in writing that Consultant should store the data longer and confirms that client will pay for the additional hosting costs. Beyond this time, Consultant may delete the Raw data without further notice. After the Raw data has been deleted, reprocessing of the sensor data will not be possible. For example, crack detection cannot be run with different settings, and new image views cannot be extracted from the Ladybug camera.
 - iii. Consultant will retain Processed data for 15 months beyond Data Acceptance, unless the client confirms in writing that Consultant should store the data longer and confirms that client will pay for the additional hosting costs. This timeframe allows Consultant to perform year-to-year analysis and comparisons provided that the same roads are collected annually. Beyond this time, Consultant may delete the Processed data without further notice. After the Processed data has been deleted, year-to-year analysis and comparisons will be limited to data review only.
14. MISCELLANEOUS
- a. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
 - b. If any clause, sub-clause or other provision of the Contract is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.
 - c. Client shall not be entitled to assign its rights or obligations hereunder without the prior written consent of Consultant.
 - d. Consultant enters into the Contract as principal. Client agrees to look only to Consultant for due performance of the Contract.
 - e. The Contract shall in all respects be construed in accordance with the laws of the local jurisdiction in which the services are provided and the Client is physically based. All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of the local jurisdiction/state as defined above.
 - f. The headings to the Clauses and paragraphs of the Contract are for guidance only and shall not affect the interpretation thereof.
 - g. All notices and claims in connection with the Contract must be delivered in writing.
 - h. Unless mentioned to the contrary in writing, the Client authorizes Consultant to cite its name in its business references, websites, and social media.

