

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

4/3/2017

FLOWER MOUND TOWN HALL, 2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

6:00 P.M.

An agenda information packet is available online at www.flower-mound.com/AgendaCenter

Please silence or turn off all electronic devices in the Council Chambers.

A. CALL MEETING TO ORDER

B. INVOCATION

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

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PRESENTATIONS

1. Recognition to Keep Flower Mound Beautiful (KFMB) for their recent Spring Trash Off Event and sponsors.

E. PUBLIC PARTICIPATION

Please fill out a speaker form, available in the Town Hall on the night of the meeting, in order to address the Council and turn it in to the Town Secretary prior to Public Participation. Speakers are normally limited to three minutes. Time limits can be adjusted by the Mayor as to accommodate more or fewer speakers. For additional instructions or to complete your speaker form in advance [click here](#).

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not the subject of a public hearing. Any item requiring a public hearing will allow the public to speak at the time that item appears on this agenda as indicated as a "Public Hearing." Items that are the subject matter jurisdiction of the Town Council include Town policy and legislative issues. Issues regarding daily operational or administrative matters should first be dealt with at the administrative level by calling Town Hall at 972-874-6000 during business hours.

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. New town hall and library expansion
4. Sidewalk/street lighting improvements

H. FUTURE AGENDA ITEMS

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

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I. COORDINATION OF CALENDARS

1. The next Town Council regular meeting is a scheduled for Monday, April 17, 2017.
2. Consider cancelling the April 20th work session and incorporating the topic (requirements and process for Traffic Impact Analyses) to the July 17th Strategic Planning Session.

J. CONSENT AGENDA - Consent Items

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

1. **Minutes 3/20-** Consider approval of the minutes from a regular meeting of the Town Council held on March 20, 2017.
2. **Minutes 3/23-** Consider approval of the minutes from a Joint Town Council/Transportation Commission work session held on March 23, 2017.
3. **3rd FY 16-17 Budget Amendment-** Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016, and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance 70-16 and 02-17 for adjustments to the General Fund.
4. **Landscape Maintenance Bid Awards-** Consider approval of the Best Value Bid Nos. 2017-40 (Northwest), 2017-41 (Southeast), 2017-42 (Southwest) and 2017-43 (Northeast) Landscape Maintenance Program to TCA Terracare Associates at the unit prices bid, in the estimated annual amount of \$626,870.00; and authorize the Mayor to execute same on behalf of the Town.
5. **Bakers Branch Creek Stabilization-** Consider approval of the purchase of creek bank stabilization and erosion control services, associated with the Bakers Branch Stabilization at 1804 Doubletree Trail project, to Knight Erosion Control, Inc., a sole source provider, in the total amount of \$91,039.00.
6. **Wichita Creek Bank Stabilization-** Consider approval of the purchase of creek bank stabilization and erosion control services, associated with Wichita Creek, to Knight Erosion Control, Inc., a sole source provider, in the amount of \$19,999.00 for the Creek Bank Stabilization at 3100 River Hill Drive, and the amount of \$44,999.00 for the Creek Bank Stabilization at 5105 River Hill Drive.
7. **Twin Coves Change Order 1-** Consider approval of Change Order No. 1 for the Twin Coves Park Improvements project, through the Construction Manager at Risk (CMR) Agreement with Dean Electric, Inc., dba, Dean Construction, at a not to exceed amount of \$438,857.98, for a total CMR contract value of \$3,319,729.95; and authorization for the Mayor to execute same on behalf of the Town.

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K. REGULAR ITEMS

8. **Public Hearing - CSP-Stryker-** Public Hearing to consider a request for a Comprehensive Sign Package (CSP17-0001 – Stryker Industrial) for Stryker Industrial to allow a painted roof sign. The property is generally located east of Lake Forest Boulevard, between Lakeside Parkway and Silveron Boulevard. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its March 27, 2017, meeting.)
9. **Site Plan - Car Wash-** Consider a request for a Site Plan (SP16-0022 - Jerry's Express Car Wash) to develop a car wash with an exception to Section 82-302, Compatibility buffer, and an exception to Section 82-303, Compatibility setback, of the Code of Ordinances. The property is generally located at the northeast corner of Spinks Road and Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its March 27, 2017, meeting.)
10. **Severe weather events-** Discuss and consider measures to facilitate public access to insurance assistance in light of recent severe weather events.

L. BOARDS/COMMISSIONS *(Bold text represents boards with vacancies)*

Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Animal Services Board, Cultural Arts Commission, Environmental Conservation Commission, **Parks Board**, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and Transportation Commission.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, as follows:

- a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, **Community Development Corporation**, and Planning and Zoning Commission.
- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.
- d. Consultation with Attorney as follows:
 1. Official request for information

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.

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N. RECONVENE TO REGULAR MEETING

The Town Council to reconvene into an open meeting to take any action deemed necessary as a result of the closed meeting.

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: March 31, 2017, at 2:30_p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at (972) 874-6076.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: April 3, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on March 20, 2017.

BACKGROUND INFORMATION: The Town Council held a regular meeting on March 20, 2017.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council held on March 20, 2017.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 20, 2017

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 20TH DAY OF MARCH 2017, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

Meeting Video Link: <http://flowermoundtx.swagit.com/play/03202017-997> (subject to change)

The Town Council met in a regular meeting with the following members present:

Tom Hayden	Mayor
Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Eric Greaser	Fire Chief
Andy Kancel	Police Chief
John Habern	Parks, Trails and Landscape Specialist

A. CALL REGULAR MEETING TO ORDER

Mayor Hayden called the regular meeting to order at 6:00 p.m.

B./C. INVOCATION/PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG

Chaplain Russ McNamer gave the invocation and Mayor Hayden led the pledges.

D. PUBLIC PARTICIPATION

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

	Speaker names and address	Subject <i>(as written on the form if provided)</i>
1.	Carol Kohankie, 4312 Lauren Way	Decorum
2.	Albert Picardi, 1525 Lindby	Mound update
3.	Renee Doyle, 920 Drake Trail	Item 10 – Victory Retail
4.	Cathy Strathmann, 2612 Belmont Ct.	Against Item 10 (indicated not speaking on form)

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 20, 2017**E. ANNOUNCEMENTS**

Deputy Mayor Pro Tem Bryan Webb apologized if he offended anyone for language used at the last Council meeting, and he offered background information as to why it happened.

F. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following items:

1. Capital improvement projects:
 - Twin Coves Park
 - McKamy Creek road construction
 - Forest Vista
2. Economic Development projects:
 - Mio Nonno
 - Taco Bueno
 - Midwestern State University
3. New town hall and library expansion:
 - Nothing new to report
4. Discussion regarding sidewalk/street lighting improvements:

Mr. Parr provided an update on the sidewalk/street lighting improvements, with emphasis on Forest Vista Drive near Donald Elementary School and Morriss Road near Forestwood Middle School. He pointed out that three additional lights near the Forestwood Middle School will be coming forward in the upcoming budget for Council consideration. He further added that there will be input from the neighborhood for any of those that are near homes.

Mr. Parr responded to questions from Council as follows:

- Who is responsible for light repairs inside the neighborhood
- A request for a relocation of the proposed light that is at the most northern point on the map near Garden Rd, given the adjacency to a home
- Concerns regarding visibility issues associated with the striping on FM 2499 due to the use of white paint on concrete, and especially at sunrise and sunset

Mayor Pro Tem Bryant had the following additional locations he would like to be looked at for street light consideration:

- Forest Vista Elementary School (900 Forest Vista Dr)
- Shadow Ridge Elementary School (2050 Aberdeen Dr)
- Neighborhood lighting – Timber Creek area (N of Parker Square)
- Forest Vista @ Garden Ridge (indicated it's his main concern as currently there no lighting exist at this intersection)

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 20, 2017**G. FUTURE AGENDA ITEMS**

1. Deputy Mayor Pro Tem Webb commented that he was informed that he and the Mayor had lied under Oath and Councilmember Gelbman had proof of that. He requested that Councilmember Gelbman bring forward that proof.

As an alternative, Mayor Hayden indicated that Councilmember Gelbman stated he had a copy of the Texas Ranger's report related to the 2015 Council investigation. Given it was later identified that the Town had not received a copy, Mayor Hayden requested that staff proceed with obtaining it for the purpose of provided it to the entire Council.

H. COORDINATION OF CALENDARS

1. Mayor Hayden announced that the next Town Council meeting is scheduled for Monday, April 3, 2017.

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on March 6, 2017.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on March 6, 2017.

2. Consider approval of revisions to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 5, Leave effective immediately.

RECOMMENDATION: Move to approve revisions to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 5, Leave effective immediately.

3. Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

RECOMMENDATION: Move to approve a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

RESOLUTION NO. 05-17

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, AND AUTHORIZING THE PREPARATION OF THE DOCUMENTS ASSOCIATED WITH THE ISSUANCE, SALE AND DELIVERY OF THE DEBT OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 20, 2017

4. This item was pulled from Consent and moved to regular items.
5. Consider approval of the Professional Services Agreement with Halff Associates, Inc., to provide professional engineering services, for the East Waketon Road Improvements project, at an amount not to exceed of \$38,050.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve the Professional Services Agreement with Halff Associates, Inc., to provide professional engineering services, for the East Waketon Road Improvements project, at an amount not to exceed of \$38,050.00; and authorization for the Mayor to execute same on behalf of the Town.

6. Consider approval of a Professional Services Agreement with Schrickel, Rollins and Associates, Inc., to provide master planning and construction documents associated with the Heritage Park of Flower Mound Phase IV project, in the amount of \$147,000.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Professional Services Agreement with Schrickel, Rollins and Associates, Inc., to provide master planning and construction documents associated with the Heritage Park of Flower Mound Phase IV project, in the amount of \$147,000.00; and authorization for the Mayor to execute same on behalf of the Town.

7. Consider approval of the purchase of traffic sign sheeting material, in the estimated annual amount of \$60,000.00, from 3M Company, through a City of Fort Worth contract.

RECOMMENDATION: Move to approve the purchase of traffic sign sheeting material, in the estimated annual amount of \$60,000.00, from 3M Company, through a City of Fort Worth contract.

8. Consider approval of Amendment No. 4 to the Fiscal Year 2016-2017 Capital Improvement Program.

RECOMMENDATION: Move to approve Amendment No. 4 to the Fiscal Year 2016-2017 Capital Improvement Program.

9. Consider approval of a resolution determining the conformity of certain special amenities within the River Walk at Central Park.

RECOMMENDATION: Move to approve a resolution determining the conformity of certain special amenities within the River Walk at Central Park.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 20, 2017

RESOLUTION NO. 06-17

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, DETERMINING THE CONFORMITY OF CERTAIN SPECIAL AMENITIES WITH THE PROVISIONS OF THE 2013 DEVELOPMENT AGREEMENT, AS AMENDED, GOVERNING THE RIVER WALK AT CENTRAL PARK; AND PROVIDING AN EFFECTIVE DATE.

Deputy Mayor Pro Tem Bryan Webb moved to approve by consent Items 1-3; 5-9. Mayor Pro Tem Bryant seconded the motion. Each item, as approved by consent, is restated above along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB****NAYS: NONE**

4. Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2016.

Town Council recessed at 6:43 p.m. to resolve a technical issue and reconvened at 6:46 p.m.

Mayor Hayden summarized the following aspects of the financial report:

- Highlighted overall progress of the Town
- Outstanding debt by type (2009 – 2016)
- Property tax rate comparison
- Flower Mound's Property Tax Rate
- By the numbers report as it relates to home values and tax bill difference
- Flower Mound population growth (2008: 62,844 and 2016: 68,050 for a difference of 5,206)
- Sales tax revenue
- Bonds
- Commercial vacancy rate
- Job growth (new job general categories between May 2012 and Jan. 2017 – 7,700)

Mr. Stathatos, Mr. Greaser, or Mr. Kancel responded to questions from Council as follows:

- Clarification regarding effective tax rate versus stated rate
- Declared budget items (fire/emergency services related)
- Efforts to recruit and retain firefighters/police officers
- Sales tax revenue comparison

There was Council discussion as follows:

- Consistency relative to the low tax rate
- What is being accomplished with the low tax rate
- Staffing levels and moral
- ISO ratings

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 20, 2017

- The learning curve as it relates to understanding the effective tax rate as a new member of Council
- Fair value as it relates to property taxes
- How Council's history of being conservative is evident with the AAA bond rating
- How the Town's dollars are not being spent wastefully
- How there was a tax cut only two years ago
- Lowering the tax rate on a regular basis becomes detrimental in the long run primarily due to the unintended result of a reduction in services

Mayor Pro Tem Bryant moved to approve the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2016. Councilmember Jason Webb seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN****NAYS: NONE****J. REGULAR ITEMS**

10. Consider approval of a request (MISC17-0002 - Victory Retail Parking Deviation) for a deviation to the required parking spaces in excess of 20 percent as outlined in Section 82-73, Computing parking and loading requirements, of the Code of Ordinances. The property is generally located north of Flower Mound Road and east of Morriss Road. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its February 27, 2017, meeting.)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Site location
- Land use and zoning
- Photos of the site
- Current and requested parking (27% reduction – 68 spaces); difference is restaurant increasing by 2,550 sf
- Background information related to the original approval and Planned Development (PD) at that time

Mr. Powell or Mr. Meredith responded to questions from Council as follows:

- Clarification regarding access points
- Where is the location of the gas pipeline
- Alternatives that would be available in the event parking became an issue
- What options could be used to dictate the uses and foot traffic
- How the current case should be handled in the event there is a shift to a PD option
- Clarification regarding the legalities and procedures associated with next steps

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Applicant Presentation

Kris Ramji, 4908 Pinehurst, Frisco and Patrick Filson, Kirkman Engineering, 4821 Merlot Ave, Ste 210, Grapevine

Mr. Ramji gave a presentation identifying or noting:

- Background information about the site and the relationship with the homeowners
- Current tenant interest
- Hours of operation for the current and future users
- Navigating within the property
- Reason and logic associated with the 2,550 sf conversion for parking
- How they have studies indicating there will not be an impact on the environment
- Access to the site
- Wants to have the ability to limit renting the space to businesses with low parking requirements such as Smoothie King, a donut shop, a bakery (i.e. fast casual concept)
- Shortfall of parking explanation

Mr. Ramji responded to questions from Council as follows:

- Clarification regarding the change from a 6' to 8' wall
- Clarification regarding gate access for the homeowners
- Update on landscaping plan
- Update on light study (as requested by a homeowner)
- Concerns regarding a speaker box in the drive thru
- How many parking places were displaced by moving the dumpster to the corner
- Willingness to do an agreement with a restaurant that limits the seating
- Preferences related to a PD amendment or modification of existing application

Mr. Meredith or Mr. Powell responded to questions from Council as follows:

- Legalities associated with creating a development agreement to dictate the land use aspects
- Legalities associated with creating an agreement based on a limited number of seats
- Procedural questions as it relates to next steps in the event the item should get postponed or if no action is taken

There was Council discussion as follows:

- Tools that could be used to address the land use issues (hours, business size and type limitations)
- Additional notification element in the event the option of amending the PD comes forward
- Option of postponing the item for future discussion to give the applicant time to work through the details, which includes approaching it as a change to the PD and allowing it a certain amount of seats for the space, etc.
- Parking issues that came about when Mellow Mushroom and La Madeleine restaurants were added to that shopping center

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- Concerns about people parking in the neighborhood
- How there was an original plan and now there is a third restaurant opportunity where the parking is not there
- Concerns about how the math works with the reduction of seats and lease space and how ROI will be achieved because of that reduced amount of seats

There was Council consensus for staff to work with the applicant to work out the details associated with creating a PD amendment, which would also include this item.

Mayor Pro Tem Bryant moved to postpone indefinitely a request (MISC17-0002 - Victory Retail Parking Deviation) for a deviation to the required parking spaces in excess of 20 percent as outlined in Section 82-73, Computing parking and loading requirements, of the Code of Ordinances. Councilmember Gelbman seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, B WEBB, BRYANT, MCDANIEL, J WEBB****NAYS: NONE**

11. Public Hearing to consider a request for a Specific Use Permit No. 449 (SUP17-0002 - Zoom Dry Cleaning) to permit a cleaning/laundry facility with on-site plant, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Flower Mound Road and east of Morriss Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its March 13, 2017, meeting.)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Photos of the site
- Capability buffer
- Site plan
- Summary of discussion from P & Z
- Rear elevation and components such as wall openings, air conditioning, boiler
- Type of chemical to be used
- Proposed rear elevation is different than what was presented in the packet

Mr. Powell responded to questions from Council as follows (some questions may be as a result of the public hearing:

- Would there be Sunday hours
- What the code states relative to the single door
- Is there a requirement to notify the HOA of an SUP, and if so, were they notified
- What is the process if the fire lane needed to be shut down

Applicant Presentation

Kris Ramji, 4908 Pinehurst, Frisco and Mr. Calvin Grimes (Zoom Dry Cleaner tenant), 602 Boggie Ln, Mansfield, Tx

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Mr. Ramji or Mr. Grimes responded to questions from Council as follows:

- Would there be Sunday hours
- Clarification about being held to the hours defined in the ordinance
- Is the second door a necessity
- Access to the boiler room
- How frequently will the equipment need to serviced
- Will the dry cleaning be limited to on site
- What is the delivery schedule for the chemicals

Mayor Hayden opened the Public Hearing at 8:20 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
		Renee Doyle, 920 Drake Trail

Mayor Hayden closed the Public Hearing at 8:26 p.m.

Deputy Mayor Pro Tem Bryan Webb moved to approve a Specific Use Permit No. 449 (SUP17-0002 – Zoom Dry Cleaning) to permit a cleaning/laundry facility with on-site plant, as presented with the following changes: Saturday hours not to exceed 6:00 p.m. and closed on Sundays, and the rear access points will include one roll up door and one or two single doors, and adopt an ordinance providing for said amendment. Mayor Pro Tem Bryant seconded the motion.

ORDINANCE NO. 08-17

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 449 (SUP-449) FOR A CLEANING/LAUNDRY FACILITY WITH ON-SITE PLANT ON CERTAIN PROPERTY DESCRIBED AS 4.536 ACRES OF LAND AND BEING ALL OF LOT 1, BLOCK 1, OF THE VICTORY RETAIL AT FM 3040 & MORRIS ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 51 (PD-51) WITH RETAIL DISTRICT-2 (R-2) USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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VOTE ON MOTION:*Motion passed***AYES: J WEBB, MCDANIEL, BRYANT, BWEBB, GELMAN****NAYS: NONE**

12. Public Hearing to consider a request to amend the Land Development Regulations (LDR17-0001 - Landscaping) by amending Chapter 82, Article V, Division 2, entitled "Landscaping," of the Town's Code of Ordinances to allow for the use of aggregates and inorganic materials as ground cover, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its March 13, 2017, meeting.)

Staff Presentation

Mr. Habern gave a presentation identifying or noting:

- Definition of aggregate, xeriscaping
- Background information
- Photo examples of some existing commercial properties that have removed turf in required landscaped areas and replaced with aggregate material (mainly decomposed granite with fines)
- External stakeholders, including benchmark city surveys and associated results
- Current landscape standards
- Central Texas City Standards
- Pros and cons of aggregate use
- The new Taco Bueno example
- Proposed amendments

Mr. Habern, Ms. Wallace, or Mr. Dalton responded to questions from Council as follows:

- For the 9 cities in the survey that indicated they do not allow aggregate, did they indicate why not
- Clarification regarding if the ordinance presented is for the entire site or if it's limited to specific areas such as parking lot islands and street frontage
- What is the enforcement issue as it relates to aggregate groundcover (i.e. what percentage of weeds would need to exist before it is considered a violation)
- How is the Town going to address the current properties that are out of compliance relative to the Town's landscaping standards
- How are the calculations made relative to the overall area
- Is maintenance included in the standards to ensure the aggregate isn't washing out

There was Council discussion as follows:

- In favor of it not being 100% aggregate, but perhaps 20% could be acceptable
- How there are good applications for aggregate such as the parking islands

Mayor Hayden opened the Public Hearing at 8:52 p.m. No one spoke in support or opposition. Mayor Hayden closed the public hearing at 8:52 p.m.

Deputy Mayor Pro Tem Bryan Webb moved to approve a request to amend the Land Development Regulations (LDR17-0001 – Landscaping) by amending Chapter 82, Article V, Division 2, entitled “Landscaping,” of the Town’s Code of Ordinances to allow for the use of aggregates and inorganic materials as ground cover, and adopt an ordinance providing for said amendment. Councilmember McDaniel seconded the motion.

ORDINANCE NO. 09-17

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 82, ARTICLE V, DIVISION 2, OF THE CODE OF ORDINANCES BY ADDING A NEW SECTION 82-247 TO ADD STANDARDS RELATED TO THE ALLOWED USE OF AGGREGATE OR INORGANIC MATERIALS IN LANDSCAPED AREAS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: GELBMAN, BWEBB, BRYANT, MCDANIEL, J WEBB

NAYS: NONE

K. BOARDS/COMMISSIONS (Executive Conference Room)

Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Animal Services Board, Cultural Arts Commission, Environmental Conservation Commission, **Parks Board**, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and Transportation Commission.

No action taken.

L./M. CLOSED/OPEN MEETING

The Town Council did not convene into closed session, therefore no action was taken on the following items:

- a. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- b. Discuss and consider purchase, exchange, lease or value of real property for parks and/or other municipal purposes and all matters incident and related thereto.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 20, 2017

- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, **Community Development Corporation**, and Planning and Zoning Commission.

N. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 8:53 p.m. on Monday, March 20, 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: April 3, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a Joint Town Council/Transportation Commission work session held on March 23, 2017.

BACKGROUND INFORMATION: The Town Council held a Joint Town Council/Transportation Commission work session held on March 23, 2017.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

RECOMMENDATION: Move to approve the minutes from a Joint Town Council/Transportation Commission work session held on March 23, 2017.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 23, 2017

THE JOINT FLOWER MOUND TOWN COUNCIL AND TRANSPORTATION COMMISSION WORK SESSION HELD ON THE 23RD DAY OF MARCH, 2017, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

Meeting Video Link: <http://flowermoundtx.swagit.com/play/03232017-794>(subject to change)

The Town Council met in a work session with the following members present:

Tom Hayden	Mayor (arrived at 6:05 p.m.; left at 7:30 p.m.)
Kevin Bryant	Mayor Pro Tem
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5

constituting a quorum with the following members of the Transportation Commission present:

Thomas Walker	Chair, Place 7
Chris Reed	Vice Chair, Place 6
Robert Gunter	Place 1
Robert Caput	Place 2
Ron Hogue	Place 3
Donald Gilmore	Place 5
Louis Wei	Place 8, Alternate
Andy Allen	Place 9, Alternate

with the following members absent:

Bryan Webb	Town Council, Deputy Mayor Pro Tem
Brian Smiley	Transportation Commission, Place 4

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

Theresa Scott	Town Secretary
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Ken Parr	Executive Director of Public Works
Matt Hoteling	Traffic Engineer

A. CALL WORK SESSION TO ORDER

Mayor Pro Tem Bryant called the work session to order at 6:00 p.m.

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 23, 2017

B./C. INVOCATION/PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG

Councilmember Jason Webb gave the invocation and Mayor Pro Tem Bryant led the pledges.

D. WORK SESSION ITEM

1. Joint work session with the Transportation Commission to discuss the Town's Thoroughfare Plan.

Andy Eads, Denton County Commissioner

Commissioner Eads gave a presentation identifying or noting the following road projects the County is working on, and indicated some of those projects are in coordination with TxDOT:

- Waketon Road from Cross Timbers East to Chinn Chapel Rd
- SH 114 and SH 170 (SH 114: from East of Trophy Lake Drive to Kirkwood Blvd
SH 170: From East of Roanoke Rd to West of 114/170 interchange)
- SH 114/US 377 Interchange
- US 377 (five phases from Denton to Roanoke)
- FM 407 (from FM 1830 to IH-35W)
- SH 121, Section 13
- IH-35W Ultimate (from SH 170 to IH-35E)
- IH-35E, Phase I (from US 380 to IH 635)

Commissioner Eads responded to questions from Council or Transportation Commission members as follows:

- Impact of construction on IH 35 and traffic flow during construction
- Legislative action that might be changing transportation funding and if there is any risk of losing those dollars
- 35W corridor expansion and a request for Flower Mound to have a seat at the table when going through that process
- What is the County's viewpoint on mass transportation
- Are there any plans for future toll roads in Denton County
- Concerns related to FM 2499 based on traffic coming down from Denton and is there an estimate as to the traffic count impact on Flower Mound once it's open at 35E
- Timing involved from bid to construction
- What is the Town's involvement as it relates to the Waketon Rd construction project
- Clarification relative to the timing for the construction of US 377 and 35W and if they would both be under construction at the same time

There was Council discussion as follows:

- Past history related to mass transit in Flower Mound and lack of a funding source
- Someday there will probably be a train along the 35E and 35W corridors, and how it would be important to have a way to connect them

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 23, 2017

- How if you want something done in the way of road construction 10 years from now you need to start talking about it today
- Consideration needs to be given to expand Shiloh Rd to four lanes given the connection to FM 407. There was further discussion related to doing some advance planning relative to obtaining right of ways, which also increases the probably for county or state funding

Matt Hotelling, Traffic Engineer

Mr. Hotelling or Mr. Parr gave a presentation identifying or noting:

- 2009 thoroughfare plan – status update of projects
- Transportation Commission brainstorming session overview(2/14/17)
 - o Wichita Trail extension option
 - o Shiloh and E/W rural collector
 - o Connections between FM407/Dixon FM 2499
 - o Waketon
 - o Duncan and Garden Ridge extensions
 - o Other ideas
 - Transit
 - Needs assessment still ongoing
 - Citizens survey
- Traffic signal retiming projects (mobility ideas)
 - o FM 1171
 - Bridlewood/Bruton Orand to I 35E
 - Joint application to NCTCOG with Lewisville
 - Meeting in April with consultant to go over timing plans
 - o FM 2499
 - Highland Shores to Camden Apartments
 - Waiting for TxDOT to complete panel replacement before conducting traffic counts
 - Needed. Last major retiming in Dec. of 2013
 - o Lakeside Parkway
 - From 4 to 6 lane thoroughfare
 - Approximate \$7 million (80/20 funding split)
 - FM 2499 to SH 121
 - Hopeful in receiving STBG funds
 - Surface transportation block grant
 - Transportation development credits – need to pass 50% of NCTCOG Metropolitan Policy Bundle
 - o Garden Ridge Blvd
 - Greenway urban arterial
 - Interim improvement
 - Ultimate improvement
 - o TxDOT topics
 - FM 2499/SH 121 Interchange
 - SH 121/IH 635 Interchange
 - FM 2499/ FM 1171/ FM 3040/ FM 407 Panel replacement

FLOWER MOUND TOWN COUNCIL MEETING OF MARCH 23, 2017

- FM 2499 drainage/intersection improvement project (TxDOT Fort Worth) that will extend the flyover lane (allowing for 4 lanes going through that signal)
- Upcoming signal projects
 - o FM 2499 at College (received TxDOT approval)
 - o FM 2499 at Silveron/Lakeside Village
 - o US 377 at Canyon Falls Drive
 - o FM 407 at Browning/Highland Village
- Land Use and MTP
- Denton Creek Area

Mr. Hotelling or Mr. Parr responded to questions or comments from Council or members of the Transportation Commission as follows:

- Is the Town limited on capacity on FM 1171
- Align connections to FM2499 to alleviate future anticipated traffic on Waketon once improved
- What studies are needed to show the proposed options are good for the Town
- Future flyover considerations
- Between Morriss (by Sprouts) and Gerault how many cars are you trying to get through in a cycle
- Clarification as to the retiming of 2499 and when that might happen
- Future intersection improvements at FM 2499 @ FM 407
- Should any Tarrant County Commissioners be involved in the Lakeside Pkwy project
- How is the flyover going to go through the intersection by Camden apartments
- Speed limit differentials on various roads and if the standards are being applied consistently

E. ADJOURN WORK SESSION

Mayor Hayden adjourned the work session at 7:40 p.m. on Thursday, March 23, 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

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TOWN COUNCIL AGENDA ITEM NO. 3

REGULAR ITEM

DATE: April 3, 2017

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016, and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance 70-16 and 02-17 for adjustments to the General Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the third proposed adjustment of the FY 2016-2017 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment appropriates \$115,000 from General Fund, fund balance to the Community Services department. The amendment is needed to fund the contractual mowing contract in the Park Services division. The Town added additional medians and two small parks to the contract. The department went through a competitive bidding process and discovered that the contracted price had increased over the budgeted amount.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$115,000

Proposed Expenditure:	Account Number(s):
\$115,000.00	100-630-33000-5110 Community Services
\$115,000.00	

Finance Review by: Debra Wallace, Deputy Town Manager/CFO *DW*

LEGAL REVIEW: Cara Leahy White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed ordinance as to form and legality.

ATTACHMENTS:

1. Proposed Ordinance

RECOMMENDATION: Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016, and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance 70-16 and 02-17 for adjustments to the General Fund.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016, AND ENDING ON SEPTEMBER 30, 2017, AS ADOPTED BY ORDINANCE NO. 52-16 AND AMENDED BY ORDINANCE NO. 70-16 and 02-17, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 52-16 on September 19, 2016; and,

WHEREAS, said Annual Budget was amended by Ordinance No. 70-16 on December 19, 2016 and by Ordinance No. 02-17 on February 20, 2017; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, as heretofore adopted by Ordinance No. 52-16 and amended by Ordinance No. 70-16 and 02-17, is hereby amended to provide for adjustments to the General Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

ORDINANCE NO. _____

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SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

ORDINANCE NO. _____

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**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 3rd DAY OF APRIL,
2017.**

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. _____

PAGE 4**EXHIBIT "A"**

**Town of Flower Mound
Amended Budget
Fiscal Year 2016-2017**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, expenditures will increase by \$115,000.00, from \$60,516,134.00 to \$60,631,134.00. Funds will be used to cover the additional cost of the contractual mowing contract in the Park Services division of Community Services.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 1,296,014.00	\$ 1,693,914.00	\$ 1,693,914.00	\$ -
Legislative Services	453,170.00	453,170.00	453,170.00	-
Development Services	2,255,052.00	2,255,052.00	2,255,052.00	-
Community Services	9,292,408.00	9,367,363.00	9,482,363.00	115,000.00
Police Services	12,783,200.00	12,886,915.00	12,886,915.00	-
Financial Services	3,489,625.00	3,497,725.00	3,497,725.00	-
Administrative Services	5,404,559.00	5,779,059.00	5,779,059.00	-
Fire and Emergency Services	12,870,161.00	13,465,714.00	13,465,714.00	-
Community Relations	824,374.00	824,374.00	824,374.00	-
Non-Departmental Services	4,079,257.00	4,079,257.00	4,079,257.00	-
Public Works	4,719,115.00	4,719,115.00	4,719,115.00	-
Environmental Services	1,494,476.00	1,494,476.00	1,494,476.00	-
Total	\$ 58,961,411.00	\$ 60,516,134.00	\$ 60,631,134.00	\$ 115,000.00



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: April 3, 2017

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the Best Value Bid Nos. 2017-40 (Northwest), 2017-41 (Southeast), 2017-42 (Southwest) and 2017-43 (Northeast) Landscape Maintenance Program to TCA Terracare Associates at the unit prices bid, in the estimated annual amount of \$626,870.00; and authorize the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Parks Services Division oversees landscape maintenance in the Town's parks, medians and right-of-ways. The previous bid for these services was awarded in 2015 and there was a separate bid for the maintenance services at Post Oak and Heritage Parks which expired in March 2017. Park Services decided to issue four separate bids, dividing the Town into geographic quadrants and to include Post Oak and Heritage Parks; therefore the department did not exercise the renewal options remaining under the current contract. In addition, the athletic fields at Bakersfield Park, Gerault Park and Chinn Chapel Park previously maintained by Park Services staff were added as new locations.

The bid specifications were revised to add the new service locations and four separate bids were issued. A Notice to Bidders was advertised. A total of five vendors were represented at the pre-bid meeting and a total of five vendors submitted bids (one vendor chose to only submit bids for two of the bids). All of the bids received were over the approved budget for the Landscape Maintenance Program.

An evaluation committee consisting of representatives from Community Services Department evaluated the bids based on cost, equipment, safety program, work history/references and considered the approved budget. Park Services decided not to award maintenance of the athletic fields at all three parks (redlined from contracts). This is allowed because the bid instructions stated "The Town reserves the right to award any or all line items, in whole or in part, to one or more vendors".

After completion of the evaluation process, staff recommends award of all four bids with the above mentioned changes to TCA Terracare Associates, as the best value bidder. TCA Terracare was the awarded vendor for the previous contract and is currently providing landscape maintenance services for the Town. This contract is for an initial one-year period with four (4) one-year renewal options.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$626,870

Proposed Expenditure:	Account Number(s):
\$171,599.00	100-630-33000-5110 2017-40 Northwest
\$182,356.00	100-630-33000-5110 2017-41 Southeast
\$99,426.00	100-630-33000-5110 2017-42 Southwest
\$173,489.00	100-630-33000-5110 2017-43 Northeast

Finance Review by: Debra Wallace, Deputy Town Manager/CFO

DW

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Evaluation Matrix
2. Contract for Bid No 2017-40
3. Contract for Bid No 2017-41
4. Contract for Bid No 2017-42
5. Contract for Bid No 2017-43

RECOMMENDATION: Move to approve Best Value Bid Nos. 2017-40 (Northwest), 2017-41 (Southeast), 2017-42 (Southwest) and 2017-43 (Northeast) Landscape Maintenance Program to TCA Terracare Associates, at the unit prices bid, in the estimated annual amount of \$626,870; and authorize the Mayor to execute same on behalf of the Town.

Bid No. 2017-40 Northwest
Best Value Bid for Landscape Maintenance Program

EVALUATION MATRIX		POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Evaluation Criteria	Weighting	TerraCare		Dyna-Mist Construction Co.		AALC		Complete Landsculpture		BrightView	
Equipment	20%	5.00	1.00	5.00	1.00	3.00	0.60	2.00	0.40	2.00	0.40
Safety Program	5%	5.00	0.25	4.00	0.20	3.00	0.15	4.00	0.20	4.00	0.20
Work History and References	25%	4.00	1.00	4.00	1.00	3.00	0.75	3.00	0.75	4.00	1.00
Cost	50%	5.00	2.50	2.62	1.31	3.39	1.70	2.63	1.32	2.17	1.09
TOTAL	100%		4.75		3.51		3.20		2.67		2.69

Bid No. 2017-41 Southeast
Best Value Bid for Landscape Maintenance Program

EVALUATION MATRIX		POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Evaluation Criteria	Weighting	TerraCare		Dyna-Mist Construction Co.		AALC		Complete Landsculpture		BrightView	
Equipment	20%	5.00	1.00	5.00	1.00	3.00	0.60	2.00	0.40	2.00	0.40
Safety Program	5%	5.00	0.25	4.00	0.20	3.00	0.15	4.00	0.20	4.00	0.20
Work History and References	25%	4.00	1.00	4.00	1.00	3.00	0.75	3.00	0.75	4.00	1.00
Cost	50%	5.00	2.50	1.80	0.90	2.87	1.44	3.57	1.79	N/A	#VALUE!
TOTAL	100%		4.75		3.10		2.94		3.14		#VALUE!

Bid No. 2017-42 Southwest
Best Value Bid for Landscape Maintenance Program

EVALUATION MATRIX		POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Evaluation Criteria	Weighting	TerraCare		Dyna-Mist		AALC		Complete Landsculpture		BrightView	
Equipment	20%	5.00	1.00	5.00	1.00	3.00	0.60	2.00	0.40	2.00	0.40
Safety Program	5%	5.00	0.25	4.00	0.20	3.00	0.15	4.00	0.20	4.00	0.20
Work History and References	25%	4.00	1.00	4.00	1.00	3.00	0.75	3.00	0.75	4.00	1.00
Cost	50%	5.00	2.50	1.48	0.74	2.23	1.12	2.26	1.13	1.53	0.77
TOTAL	100%		4.75		2.94		2.62		2.48		2.37

Bid No. 2017-43 Northeast
Best Value Bid for Landscape Maintenance Program

EVALUATION MATRIX		POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Evaluation Criteria	Weighting	TerraCare		Dyna-Mist		AALC		Complete Landsculpture		BrightView	
Equipment	20%	5.00	1.00	5.00	1.00	3.00	0.60	2.00	0.40	2.00	0.40
Safety Program	5%	5.00	0.25	4.00	0.20	3.00	0.15	4.00	0.20	4.00	0.20
Work History and References	25%	4.00	1.00	4.00	1.00	3.00	0.75	3.00	0.75	4.00	1.00
Cost	50%	5.00	2.50	1.74	0.87	4.05	2.03	2.81	1.41	N/A	#VALUE!
TOTAL	100%		4.75		3.07		3.53		2.76		#VALUE!

**TOWN OF FLOWER MOUND
CONTRACT FOR SERVICES
BID NO. 2017-40**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and TCA Terracare Associates ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Landscape Maintenance Program - Northwest (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit "A", attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to the either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can

be used to remedy the lack of performance and will not be paid to the Contractor.

9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.
11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants form employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this contract upon sixty (60) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Facilities Management Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
22. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

23. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina R. Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Bruce Verdick
Title: Vice President
Company Name: TCA Terracare Associates
Address: 2433 Merrall Rd
City, State, Zip: Dallas, TX 75229

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

24. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
25. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
26. **COUNTERPARTS.** This Contract may be signed in counterparts, each of which shall be deemed to be an original.
27. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

CONTRACTOR

By: _____
Bruce Verdick
Vice President

Date: _____

TOWN OF FLOWER MOUND, TEXAS

By: _____
Thomas E. Hayden
Mayor

Date: _____



March 13, 2017

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Re: Landscape Maintenance Program

On behalf of everyone at Terracare Associates, thank you for considering TCA as your landscape services provider at the **Town of Flower Mound**. Our proposal is submitted for your review and consideration, and is inclusive of the following:

- Bid Pricing Worksheets
- Machinery and Equipment List
- Vendor Information Worksheet
- Safety Program
- Work History and References
- Additional Forms

Terracare Associates (TCA) is a National Top 25 Landscape Management Company with two branches in the DFW area.

All INS regulations are strictly enforced at TCA Landscape Services. All state and federal labor and wage regulations are strictly adhered to. For security considerations, all employees are uniformed; all company vehicles are clearly labeled.

TCA has proudly served municipalities, the commercial real estate industry, homeowners associations and school districts in the Dallas / Fort Worth Area for over 35 years. We look forward with enthusiasm to your nod of confidence in designating us as your vendor of choice for landscaping services. Meanwhile, I remain at your service should you have any questions regarding the enclosed proposal.

Thank you again for your time and interest. We look forward to the privilege of continuing to serve the Town of Flower Mound.

Sincerely,

A handwritten signature in blue ink that reads 'Bruce Verdick'.

Bruce Verdick
Vice President

Town of Flower Mound Bid Certification Form

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: Terracare Associates, LP

Principal Place of Business Address: Principal 2433 Merrall Rd

Place of Business City, State, Zip: Principal Dallas Texas 75229

Place of Business Phone Number: Principal 972-445-5654

Place of Business Fax Number: Remittance 972-331-9947

Address (if different from above): Remittance

City, State, Zip: Dallas Texas 75229

Tax Identification No: 75-2887740

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 X Add. No. 2 Add. No. 3 Add. No. 4 Add. No. 5

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

Signature

Bruce Verdick

Printed Name

Vice President

Title

bruce.verdick@myterrare.com

Email Address

3/14/2017

Date

Northwest

1. Cross Timbers Road West

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C

All medians from 2499 to Town limits.

South side right-of-way:

1. 2499 to Town limits (Exclude businesses)

North side right-of-way:

1. 2499 to Town limits Includes landscaped beds in medians and includes landscape beds and turf on hillside between Bridlewood Blvd. and Trotter Ln. (Exclude businesses, HOA's, Golf Course)

A.	Base Maintenance cost per week:	\$ <u>2,179.00</u> per week x 30 =
		\$ <u>65,370.00</u> Annual Cost
B.	Off Season Service cost per occurrence:	\$ <u>1,875.00</u>
C.	Ant Abatement cost per application:	\$ <u>5.975.00</u>
D.	Herbicide Treatment annual cost:	\$ <u>21,740.00</u>

2. Dixon Road

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,c,d / Section III B/Section III C

All medians from Morriss Road West to Chinn Chapel Rd .Including round-a-bout at west end.

South side right-of-way from Windridge Ln. to Long Prairie Rd. (Exclude Businesses)

A.	Base Maintenance cost per week:	\$ <u>65.00</u> per week x 30 =
		\$ <u>1,950.00</u> Annual Cost
B.	Off Season Service cost per occurrence:	\$ <u>56.00</u>
C.	Ant Abatement cost per application:	\$ <u>179.00</u>
D.	Herbicide Treatment annual cost::	\$ <u>652.00</u>

3. Long Prairie Road North

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians from FM 1171 north to FM 407

East side right-of-way:

1. From FM 1171 to FM 407 (Exclude businesses and residential lots)

West side right-of-way:

2. From FM 1171 to FM 407 (Exclude businesses and residential lots)

- | | | |
|----|---|----------------------------------|
| A. | Maintenance cost per week: | \$ <u>392.00</u> per week x 30 = |
| | | \$ <u>11,760.00</u> Annual Cost |
| B. | Off Season Service cost per occurrence: | \$ <u>337.00</u> |
| C. | Ant Abatement cost per application: | \$ <u>1,076.00</u> |
| D. | Herbicide Treatment annual cost:: | \$ <u>3,913.00</u> |

4. **Morriss Road**

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C

All medians from FM 3040 to FM407

East side right-of-way:

1. FM 3040 to HOA at Mandarin Way
2. Corner @ Lake Bluff
3. Ponderosa Pine to Forestwood Middle School
4. North side of Forestwood Middle School to Firewheel
5. FM 1171 to Kirkpatrick (Exclude HOA north of College)

West side right-of-way:

1. FM 3040 to HOA @ Lake Bluff
2. North side of Children's Courtyard to professional building across from Forestwood Middle School
3. Acropolis to College Parkway
4. HOA south of Hazy Meadow to Waketon

- | | | |
|----|---|----------------------------------|
| A. | Base Maintenance cost per week: | \$ <u>871.00</u> per week x 30 = |
| | | \$ <u>26,130.00</u> Annual Cost |
| B. | Off Season Service cost per occurrence: | \$ <u>750.00</u> |
| C. | Ant Abatement cost per application: | \$ <u>2,390.00</u> |
| D. | Herbicide Treatment annual cost:: | \$ <u>8,696.00</u> |

Parks

1. **Amy Lane Park**
4500 Amy Lane

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 35.00 x 28 = Annual Cost: \$ 980.00

2. ~~Chinn Chapel Park~~
~~100 Chinn Chapel Rd.~~

~~The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e. (Non-playing field surfaces only).~~

~~Base Maintenance cost per week: \$98.00 x 28 = Annual Cost: \$2,744.00~~

3. **Dixon Park**
 6001 Windridge Ln.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 129.00 x 28 = Annual Cost: \$ 3,612.00

4. **Glenwick Park**
 4100 Weldon Drive

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$59.00 x 28 = Annual Cost: \$ 1,652.00

5. **Pecan Orchard Park**
 4700 Mesquite St.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 116.00 x 28 = Annual Cost: \$3,248.00

6. **Spring Lake Park**
 4815 Windmill Lane

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,c,d,e

Base Maintenance cost per week: \$ 86.00 x 28 = Annual Cost: \$2,408.00

7. **Trotter Equestrian Trail Head**
 Trotter Ln.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 46.00 x 28 = Annual Cost: \$ 1,288.00

8. **West Windsor Park**
 2601 West Windsor Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,c,d,e

Includes round-a-bouts on West Windsor Drive Includes Cul-de-Sac on Poplar Drive

Base Maintenance cost per week: \$46.00 x 28 = Annual Cost: \$ 1,288.00

9. **Westchester Park**
3901 Church III Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 604.00 x 28 = Annual Cost: \$ 16,912.00

Total Annual Costs for Northwest Section

Base Maintenance Total Annual Cost For Medians, Rights-of-Ways, and Courts.	\$ <u>105,210.00</u> *
Base Maintenance Total Annual Cost For Parks.	\$ <u>34,132.00</u> *
Off Season Service Total Per Occurrence Cost	\$ <u>3,018.00</u> *
Ant Abatement Service Total Per Occurrence Cost	\$ <u>9,620.00</u> *
Herbicide Treatments Total Annual Cost	\$ <u>35,001.00</u> *

In the event that the Town of Flower Mound should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional locations for the services listed in this section:

Section III A 1 a, b, d / Section III B / Section III C	Unit Price \$ <u>47.00</u> per acre Minimum 1 acre
Section III A 1 a, b, d / Section III B / Section III C	Unit Price \$ <u>47.00</u> per acre Minimum 1 acre

In the event that the Town of Flower Mound should add new plant material at a future date, please indicate cost that will be charged for the services:

Plant/Landscape material	Costs plus <u>65</u> %
Labor cost to install new plant/landscape material	Cost per hour \$ <u>40.00</u> (1 man)



BEST VALUE QUALIFICATIONS STATEMENT

Terracare Associates (formerly VMC Landscape Services) has worked hand-in-hand with the Town of Flower Mound for the past nineteen (19) years, and during this time we have developed a partnership that has benefited both parties. TCA's commitment to customer satisfaction as well as our flexibility in scheduling and staffing has allowed us to meet the Town's demands for festivals, special events, and/or grand openings. We have also proudly sponsored Independence Fest.

In addition to the Town of Flower Mound, TCA is currently performing similar duties for thirteen (13) other Cities in the D/FW area, making our Municipal resume unmatched by any competitor.

Quality work and fair market pricing has been our mainstay and account for the numerous contracts we currently fulfill. Our 19-year work history in Flower Mound has taken any guesswork out of the current request for proposal, thus eliminating the need for us to "estimate" or guess at our costs. Thanks to detailed job cost record keeping, we are able to provide you with an extremely accurate bid.

Safety is the most important aspect of working adjacent to busy streets and highways. TCA takes tremendous pride in our training and safety programs. Weekly meetings are held and documented to ensure our employees are operating equipment properly and safely. TCA also carries Workers Compensation Insurance on all of our employees (even seasonal help) and AAA rated General Liability Insurance to protect our employees, customers and the general public.

Public image runs a close second to safety in regards to importance. All TCA employees are professionally uniformed and easily identified. Our trucks are monitored by GPS units and are clearly labeled with the company logo and phone number. All of our equipment is well maintained by in-house mechanics.

TCA has operated in the Dallas/Fort Worth Metroplex for over 40 years and our Management Staff are accessible 24 hours a day, 7 days a week. TCA is an equal opportunity employer and E-verifies all employees.

Attachment F Machinery and Equipment List Worksheet

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this bid.

NO. OF UNITS	TYPE OF EQUIPMENT	
2	Isuzu Crew Cab	2014
1	120" Toro Wide Area Mower	2010
2	72" John Deere Rider	2014
2	60" John Deere Rider	2014
4	STIHL Line Trimmer	2014
4	STIHL Steel Blade Edger	2014
4	STIHL Backpack Blower	2014
4	STIHL Trimmers	2014

If additional space is needed, continue on additional pages and attach to this form

Northwest Attachment G Vendor Information Form

VENDOR INFORMATION

Number of employees: Full time 130

Number of employees: Part time: 130

Length of time in business: 35 years

Physical location of business (full address, including city, state & zip code):
1200 Texas Trail, Grapevine Texas 76051

VENDOR CONTACTS

The successful bidder must provide, to a designated Parks Representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Parks Representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: Andrew Lenz

Company Telephone Number (including are code): 972-445-5654

Emergency Telephone Number (including are code): 972-445-5654

SUBCONTRACTOR INFORMATION

Bidders must provide the following information for any portion of work under this contract being subcontracted. All subcontractors will be approved by the Town of Flower Mound prior to commencement of work.

Name: Grogreen

Type of Work: Ant Abatement and Turf Herbicide treatment

Amount: \$48,511.00

Portion of work by bidder: 69 %

Portion of work by sub-contractor: 31 %



CERTIFICATE OF LIABILITY INSURANCE

5/16/2017

DATE (MM/DD/YYYY)
5/19/2016

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

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

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1388158 TERRACARE ASSOCIATES, LLC TCA TERRACARE ASSOCIATES, LP 2433 MERRELL RD DALLAS TX 75229	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: Great American Insurance Company	16691
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 13178125

REVISION NUMBER: XXXXXXXX

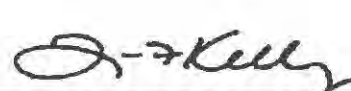
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	GLO 0117282-01	5/16/2016	5/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	BAP 0117281-01	5/16/2016	5/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	TUU0332721-07	5/16/2016	5/16/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC 0117283-01	5/16/2016	5/16/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED

CERTIFICATE HOLDER

CANCELLATION See Attachment

13178125 Town of Flower Mound its officers, officials employees and volunteers 2121 Cross Timbers Road Flower Mound TX 75028	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ALL POLICIES (EXCEPT WORKERS COMPENSATION/EL) INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT [PROVISION] THAT CONFERS ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY IF THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES THE NAMED INSURED TO NAME THE CERTIFICATE HOLDER AS AN ADDITIONAL INSURED. IN THE ABSENCE OF SUCH A CONTRACTUAL OBLIGATION ON THE PART OF THE NAMED INSURED, THE CERTIFICATE HOLDER IS NOT AN ADDITIONAL INSURED UNDER THE POLICY.

ALL POLICIES INCLUDE A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT [PROVISION] THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES IT. IN THE ABSENCE OF SUCH A CONTRACTUAL OBLIGATION ON THE PART OF THE NAMED INSURED, THE WAIVER OF SUBROGATION FEATURE DOES NOT APPLY.



CERTIFICATE OF PROPERTY INSURANCE

5/16/2017

DATE (MM/DD/YYYY)
5/12/2016

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

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID:														
INSURED 100559 TERRACARE ASSOCIATES, LLC 8201 SOUTHPARK LANE, SUITE 110 LITTLETON CO 80120	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	☒ PROPERTY		CPP0080251-01	5/16/2016	5/16/2017	BUILDING	\$ XXXXXXXX
	CAUSES OF LOSS	DEDUCTIBLES				PERSONAL PROPERTY	\$ XXXXXXXX
	☐ BASIC	BUILDING				BUSINESS INCOME	\$ XXXXXXXX
	☐ BROAD	CONTENTS				EXTRA EXPENSE	\$ XXXXXXXX
	☒ SPECIAL					RENTAL VALUE	\$ XXXXXXXX
	☒ EARTHQUAKE					BLANKET BUILDING	\$ XXXXXXXX
	☐ WIND					BLANKET PERS PROP	\$ XXXXXXXX
	☒ FLOOD					☒ BLANKET BLDG & PP	\$ 5,401,500
						☒ Contractor's Equip	\$ 4,009,373
							\$ XXXXXXXX
	☐ INLAND MARINE		TYPE OF POLICY				\$ XXXXXXXX
	CAUSES OF LOSS		NOT APPLICABLE				\$ XXXXXXXX
	☐ NAMED PERILS		POLICY NUMBER				\$ XXXXXXXX
	☐ CRIME						\$ XXXXXXXX
	TYPE OF POLICY		NOT APPLICABLE				\$ XXXXXXXX
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN		NOT APPLICABLE				\$ XXXXXXXX
A	Leased or Rented Equip		CPP0080251-01	5/16/2016	5/16/2017	☒ Per Item	\$ 50,000
						☒ Per Occurrence	\$ 500,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limits of Insurance: Earthquake: \$1,000,000; Flood: \$1,586,000. (Applies to unscheduled locations)

CERTIFICATE HOLDER**CANCELLATION [M508689]**

148567

"FOR INFORMATION PURPOSES ONLY"

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

AUTHORIZED REPRESENTATIVE

together, and laminate.

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov



COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

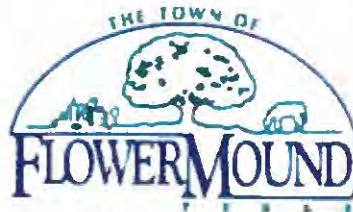
BRUCE VERDICK
2433 MERRELL RD
DALLAS TX 75229

TDA Client No:	00202002
License No:	0159968
Effective Date:	February 29, 2016
Expires:	February 28, 2017
Categories:	



3A,5

TERRACARE ASSOCIATES REFERENCES



Clayton Litton
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6421
Clayton.litton@flower-mound.com

Municipal Buildings, Parks,
Medians & Right-of-Ways
Approximate Acreage Maintained: 230
Years of service: 17



Kevin Mitchell
501 Shady Brook Drive
Grapevine, Texas 76051
817-410-3347
Kmitchell@grapevinetexas.gov
Medians, Right-of-Ways, Municipal Buildings, Parks
Approximate Acreage Maintained: 340
Years of service: 17

North Richland Hills



City of Choice

Gary Bechthold
6720 NE Loop 820
North Richland Hills TX 76180
817-253-7444
gbechthold@nrh.com

Medians , Right of Ways, Parks, and Facility Grounds
Approximate Acreage Maintained: 250 Years of service: 14



Bobby Brady
1610 E. Crosby Rd.
Carrollton, Texas 75006
972-466-2607
Bobby.Brady@cityofcarrollton.com

Medians, Right-of-Ways
Approximate Acreage Maintained: 150 Years of service: 6



Employee Training & Safety

TCA takes tremendous pride in our employee training and safety programs. Our goal is to meet and exceed OSHA standards. Weekly mandatory staff meetings are held at our office. Tailgate meetings in the field with our crews occur on a weekly basis. The following is a sample of topics covered:

- ✚ Operation of Equipment (over 30 different pieces)
- ✚ Driving and Parking Procedures
- ✚ Proper Fertilizer and Pesticide Application Techniques
- ✚ Standardized Landscape Maintenance Procedures
- ✚ Landscape Installation Techniques
- ✚ PPE (Personal Protective Equipment)

A daily inspection on safety devices for all equipment before, during and after operation is mandatory.

Security Measures (Background checks)

All full-time TCA employees must complete and pass a pre-employment drug screening and criminal background check, including driving record. Employees are also subject to random and post-accident drug screening as required.

Uniform Policy

All TCA Operations Staff members are required to wear company issued uniforms, including shirts, hats, sweatshirts, and jackets. Shirts must remain tucked in at all times and hats must be worn facing the front. Safety vests with are also issued and required on all job sites.

All TCA trucks and trailers have the company logo, web address, and phone number applied for easy identification (see attached picture).



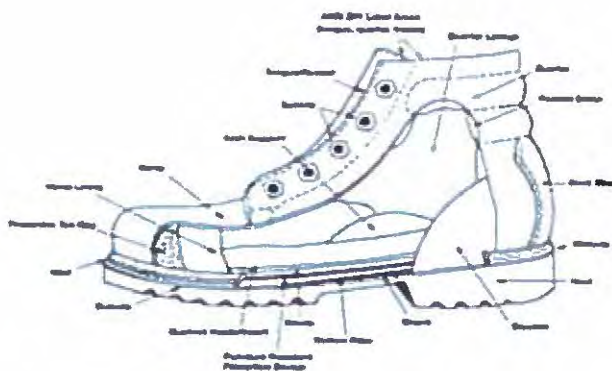
Preventative Maintenance Program

TCA employs full-time mechanics that work round the clock to keep all of our equipment running safely and effectively throughout the course of each day. Our standard preventative equipment maintenance program includes:

- Daily Visual Safety Inspections
- Air Filter Cleaning/Replacement
- Blade Sharpening/Replacement
- Routine Oil & Filter Changes
- Fluids Checked and Topped
- Grease All Fittings
- Tire Rotations & Balancing or Replacement
- Brake Inspection and Replacement As Required
- Tune-ups As Required
- Weekly Washing



MANDATORY PPE



WORK BOOTS



EYE PROTECTION



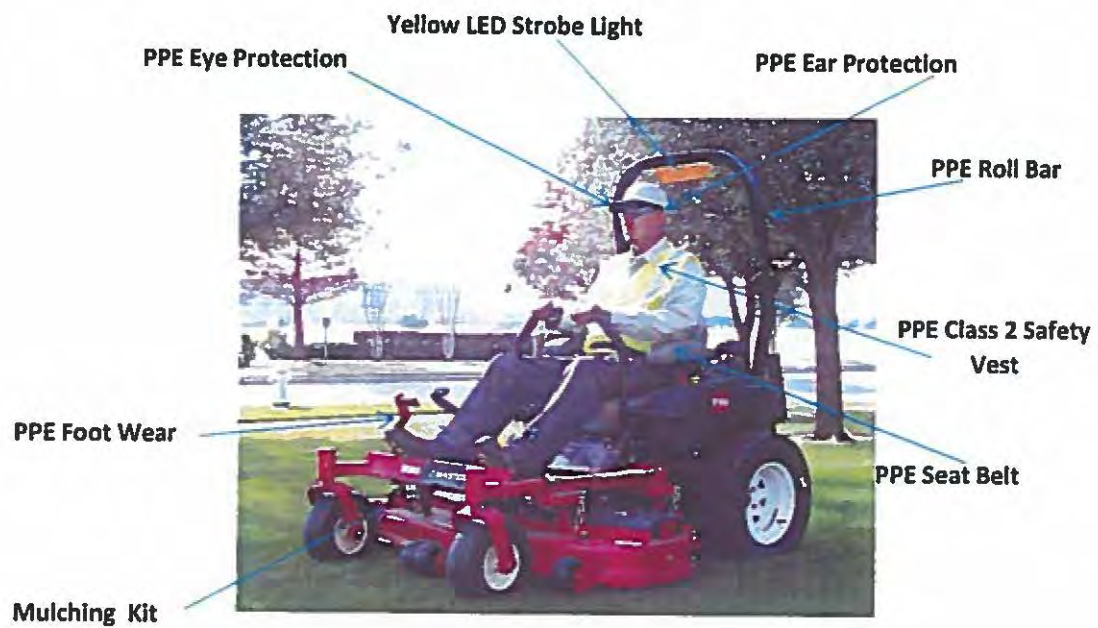
EAR PROTECTION



CLASS 2 SAFETY VEST WITH COMPANY LOGO



EXAMPLE OF PPE POLICY





Traffic Control & Staging Area



Safety cones spaced
per MUTCD

Yellow beacon light

Company logo, phone number
and web address



Equipment loaded and unloaded
in coned off area



UNIFORM POLICY



Field Supervisor

Foreman

Field Staff

All shirts and hats are company issued with the TCA logo

TCA SAFETY PROGRAM

Table of Contents

Equipment Safety

- Section 1:* Using Handheld Tools
- Section 2:* Operating Compact Excavators
- Section 3:* Safely Transporting Equipment and Materials on Trucks and Trailers
- Section 4:* Operating Chain Saws
- Section 5:* Operating Wood Chippers
- Section 6:* Avoiding Mower-Related Injuries
- Section 7:* Operating Line Trimmers
- Section 8:* Ladder Safety
- Section 9:* Operating and Working Near Backhoe Loaders
- Section 10:* Equipment Lockout/Tagout
- Section 11:* Operating Leaf Blowers
- Section 12:* Operating Skid-Steer Loaders and Compact Utility Loaders
- Section 13:* Operating Snow Blowers
- Section 14:* Operating Masonry Saws and Other Stonecutting Equipment

Preventing Injuries

- Section 15:* Avoiding Carbon Monoxide Poisoning
- Section 16:* Personal Protective Equipment
- Section 17:* Respiratory Protection
- Section 18:* Preventing Lifting Injuries
- Section 19:* Avoiding Traffic Accidents
- Section 20:* Preventing Falls
- Section 21:* Preventing Injuries in New Employees
- Section 22:* Working with Chemicals
- Section 23:* Working Safely Near Water
- Section 24:* Avoiding Insect Bites and Stings
- Section 25:* Preventing Heat-Related Illness
- Section 26:* Avoiding Lightning Strikes
- Section 27:* Protecting Yourself from Sun Exposure
- Section 28:* Avoiding Poisonous Plants

- Section 29:* Working Safely Near Roadways
- Section 30:* Protecting Eyes from Injury
- Section 31:* Avoiding Slips and Trips
- Section 32:* Hearing Protection
- Section 33:* Preventing Cuts and Lacerations
- Section 34:* Protection from Crystalline-Silica Dust
- Section 35:* Avoiding Distractions from Mobile Electronic Devices
- Section 36:* Prevention and First Aid for Cold-Related Illnesses and Injuries
- Section 37:* The Hazards of Workplace Drug and Alcohol Use
- Section 38:* Preventing Slips and Falls in Snow-Removal Areas
- Section 39:* Preventing Musculoskeletal Injuries
- Section 40:* Safely Pruning and Removing Trees
- Section 41:* Safely Installing/Maintaining Green Roofs
- Section 42:* Electrical Safety

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- Section 43:* Keeping and Leaving a Safe Jobsite
- Section 44:* Pre-Excavation Safety
- Section 45:* Reporting/Analyzing Close Calls
- Section 46:* The Hazards of Hurrying
- Section 47:* Hazard Communication
- Section 48:* What to Do if OSHA Visits Your Jobsite
- Section 49:* Handling Medical Emergencies and Jobsite Injuries
- Section 50:* Responding to Violence and Unsafe Behaviors
- Section 51:* Dealing with Jobsite Hazards
- Section 52:* Having the Right Safety Attitude

Training Sign-Off Form

**TOWN OF FLOWER MOUND
CONTRACT FOR SERVICES
BID NO. 2017-41**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and TCA Terracare Associates ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Landscape Maintenance Program - Southeast (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit "A", attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to the either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can

be used to remedy the lack of performance and will not be paid to the Contractor.

9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.
11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants form employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this contract upon sixty (60) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Facilities Management Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
22. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

23. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina R. Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Bruce Verdick
Title: Vice President
Company Name: TCA Terracare Associates
Address: 2433 Merrall Rd
City, State, Zip: Dallas, TX 75229

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

24. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
25. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
26. **COUNTERPARTS.** This Contract may be signed in counterparts, each of which shall be deemed to be an original.
27. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

CONTRACTOR

By: _____
Bruce Verdick
Vice President

Date: _____

TOWN OF FLOWER MOUND, TEXAS

By: _____
Thomas E. Hayden
Mayor

Date: _____



March 13, 2017

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Re: Landscape Maintenance Program

On behalf of everyone at Terracare Associates, thank you for considering TCA as your landscape services provider at the **Town of Flower Mound**. Our proposal is submitted for your review and consideration, and is inclusive of the following:

- Bid Pricing Worksheets
- Machinery and Equipment List
- Vendor Information Worksheet
- Safety Program
- Work History and References
- Additional Forms

Terracare Associates (TCA) is a National Top 25 Landscape Management Company with two branches in the DFW area.

All INS regulations are strictly enforced at TCA Landscape Services. All state and federal labor and wage regulations are strictly adhered to. For security considerations, all employees are uniformed; all company vehicles are clearly labeled.

TCA has proudly served municipalities, the commercial real estate industry, homeowners associations and school districts in the Dallas / Fort Worth Area for over 35 years. We look forward with enthusiasm to your nod of confidence in designating us as your vendor of choice for landscaping services. Meanwhile, I remain at your service should you have any questions regarding the enclosed proposal.

Thank you again for your time and interest. We look forward to the privilege of continuing to serve the Town of Flower Mound.

Sincerely,

A handwritten signature in blue ink that reads 'Bruce Verdick'.

Bruce Verdick
Vice President

Town of Flower Mound Bid Certification Form

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: Terracare Associates, LP

Principal Place of Business Address: Principal 2433 Merrall Rd

Place of Business City, State, Zip: Principal Dallas Texas 75229

Place of Business Phone Number: Principal 972-445-5654

Place of Business Fax Number: Remittance 972-331-9947

Address (if different from above): Remittance

City, State, Zip: Dallas Texas 75229

Tax Identification No: 75-2887740

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 X

Add. No. 2

Add. No. 3

Add. No. 4

Add. No. 5

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

Signature

Bruce Verdick

Printed Name

Vice President

Title

bruce.verdick@myterraccare.com

Email Address

3/14/2017

Date

Southeast

1. Aberdeen

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians and right-of-ways

1. Aberdeen north of Spinks Road.
2. Includes west side right-of-way from Spinks north approximately 700 feet.

A.	Base Maintenance cost per week:	\$ <u>11.00</u> per week x 30 =
		\$ <u>330.00</u> Annual Cost
B.	Off Season Service cost per occurrence:	\$ <u>9.00</u>
C.	Ant Abatement cost per application:	\$ <u>30.00</u>
D.	Herbicide Treatment annual cost:	\$ <u>109.00</u>

2. Arrowhead

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

North and south side right-of-ways from FM 1171 to Fireside

A.	Base Maintenance cost per week:	\$ <u>14.00</u> per week x 30 =
		\$ <u>420.00</u> Annual Cost
B.	Off Season Service cost per occurrence:	\$ <u>11.00</u>
C.	Ant Abatement cost per application:	\$ <u>36.00</u>
D.	Herbicide Treatment annual cost:	\$ <u>130.00</u>

3. Fireside

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

West side right-of-way from FM 1171 to cul-de-sac

A.	Base Maintenance cost per week:	\$ <u>18.00</u> per week x 30 =
		\$ <u>540.00</u> Annual Cost
B.	Off Season Service cost per occurrence:	\$ <u>15.00</u>
C.	Ant Abatement cost per application:	\$ <u>48.00</u>
D.	Herbicide Treatment annual cost:	\$ <u>174.00</u>

4. Firewheel

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians from FM 2499 to Garden Road

South side right-of-way:

1. FM 2499 to Hunters Run
2. Morris to FM 1171

North side right-of-way:

1. East of daycare @ FM 2499 to end of HOA east of Shadow Wood
2. Along chain link guardrail @ Garden Road

A.	Base Maintenance cost per week:	\$ <u>46.00</u> per week x 30 =
		\$ <u>1,380.00</u> Annual Cost
B.	Off Season Service cost per occurrence:	\$ <u>37.00</u>
C.	Ant Abatement cost per application:	\$ <u>120.00</u>
D.	Herbicide Treatment annual cost:	\$ <u>435.00</u>

5. FM 3040

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C

All medians (12) from Duncan Ln. to FM 2499

North and south side rights-of-way from Duncan Road to FM 2499 (Exclude Businesses)

A.	Base Maintenance cost per week:	\$ <u>529.00</u> per week x 30 =
		\$ <u>15,870.00</u> Annual Cost
B.	Off Season Service cost per occurrence:	\$ <u>433.00</u>
C.	Ant Abatement cost per application:	\$ <u>1,379.00</u>
D.	Herbicide Treatment annual cost:	\$ <u>5,018.00</u>

6. Forest Vista

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C

All medians from FM 2499 to Garden Ridge

South side right-of-way:

1. East of church at Forest Vista to end of HOA east of Ponderosa Pine
2. East side of Thrush Park to Garden Ridge

North side right-of-way:

1. East side of church at Forest Vista to end of HOA east of Crepe Myrtle (Exclude Donald Elementary)

Bed Maintenance:

1. Forest Vista @ FM 2499 (2 sides and median)
2. Forest Vista @ Amhearst (2 sides south side)
3. Forest Vista @ Lakeshore (2 sides south side)

A.	Base Maintenance cost per week:	\$147.00	per week x 30 =
		\$4,410.00	Annual Cost
B.	Off Season Service cost per occurrence:	\$120.00	
C.	Ant Abatement cost per application:	\$382.00	
D.	Herbicide Treatment annual cost:	\$1,391.00	

7. Garden Ridge

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians from Spinks Rd. to Kirkpatrick (Including one Median on Garden Ridge just south of Spinks)

West side right-of-way from Spinks Rd. to Cross Timbers Rd. (Exclude HOA's)

East side right-of-way from Spinks to Kirkpatrick (exclude HOA's)

A.	Base Maintenance cost per week:	\$188.00	per week x 30 =
		\$5,640.00	Annual Cost
B.	Off Season Service cost per occurrence:	\$154.00	
C.	Ant Abatement cost per application:	\$490.00	
D.	Herbicide Treatment annual cost:	\$1,783.00	

8. Gerault Road

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians from FM 2499 to FM 3040

East and west side rights-of-way from FM 2499 to FM 3040 (Exclude Ballpark, HOA's and Apartments)

A.	Base Maintenance cost per week:	\$440.00	per week x 30 =
		\$13,200.00	Annual Cost
B.	Off Season Service cost per occurrence:	\$360.00	
C.	Ant Abatement cost per application:	\$1,147.00	

D. Herbicide Treatment annual cost: \$4,174.00

9. Kirkpatrick @ Garden Ridge

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians from Garden Ridge west on Kirkpatrick

North rights-of-way from Garden Ridge west to dead end

South rights-of-way from Garden Ridge to Wagner

A. Base Maintenance cost per week: \$46.00 per week x 30 =
\$1,380.00 Annual Cost

B. Off Season Service cost per occurrence: \$37.00

C. Ant Abatement cost per application: \$120.00

D. Herbicide Treatment annual cost: \$435.00

10. Lake Forest

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C

All medians and parkways (between fence and curb) from FM 3040 to Forest Vista

Bed Maintenance:

1. Lake Forest @ Amhearth (4 sides)
2. Lake Forest @ Lakeshore (2 sides)
3. Lake Forest @ FM 3040 (2 sides and median)

A. Base Maintenance cost per week: \$55.00 per week x 30 =
\$1,650.00 Annual Cost

B. Off Season Service cost per occurrence: \$45.00

C. Ant Abatement cost per application: \$143.00

D. Herbicide Treatment annual cost: \$522.00

11. Lakeside Parkway

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians from 2499 East to Gerault Rd.

North and South rights-of-way from 2499 East to Gerault Rd. (Exclude Businesses)

A. Base Maintenance cost per week: \$623.00 per week x 30 =
\$18,690.00 Annual Cost

9. **Westchester Park**
3901 Church III Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 604.00 x 28 = Annual Cost: \$ 16,912.00

Total Annual Costs for Northwest Section

Base Maintenance Total Annual Cost For Medians, Rights-of-Ways, and Courts.	\$ <u>105,210.00</u>	*
Base Maintenance Total Annual Cost For Parks.	\$ <u>34,132.00</u>	* ✓
Off Season Service Total Per Occurrence Cost	\$ <u>3,018.00</u>	*
Ant Abatement Service Total Per Occurrence Cost	\$ <u>9,620.00</u>	*
Herbicide Treatments Total Annual Cost	\$ <u>35,001.00</u>	*

In the event that the Town of Flower Mound should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional locations for the services listed in this section:

Section III A 1 a, b, d / Section III B /Section III C	Unit Price \$ <u>47.00</u> per acre Minimum 1 acre
Section III A 1 a, b, d / Section III B /Section III C	Unit Price \$ <u>47.00</u> per acre Minimum 1 acre

In the event that the Town of Flower Mound should add new plant material at a future date, please indicate cost that will be charged for the services:

Plant/Landscape material	Costs plus <u>65</u> %
Labor cost to install new plant/landscape material	Cost per hour \$ <u>40.00</u> (1 man)

- | | | |
|----|---|--------------------|
| B. | Off Season Service cost per occurrence: | \$ <u>510.00</u> |
| C. | Ant Abatement cost per application: | \$ <u>1,625.00</u> |
| D. | Herbicide Treatment annual cost: | \$ <u>5,913.00</u> |

12. Lakeside Parkway East

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

A partial median from Enterprise Rd. Northwest 800 feet.

- | | | |
|----|---|---------------------------------|
| A. | Base Maintenance cost per week: | \$ <u>46.00</u> per week x 30 = |
| | | \$ <u>1,380.00</u> Annual Cost |
| B. | Off Season Service cost per occurrence: | \$ <u>37.00</u> |
| C. | Ant Abatement cost per application: | \$ <u>120.00</u> |
| D. | Herbicide Treatment annual cost: | \$ <u>435.00</u> |

13. Lexington

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians from Gerault to HOA north of Doubletree

East and west rights-of-way from Gerault to HOA north of Doubletree

- | | | |
|----|---|---------------------------------|
| A. | Base Maintenance cost per week: | \$ <u>55.00</u> per week x 30 = |
| | | \$ <u>1,650.00</u> Annual Cost |
| B. | Off Season Service cost per occurrence: | \$ <u>45.00</u> |
| C. | Ant Abatement cost per application: | \$ <u>143.00</u> |
| D. | Herbicide Treatment annual cost: | \$ <u>522.00</u> |

14. Red Oak Lane

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians on Red Oak Lane

- | | | |
|----|---|---------------------------------|
| A. | Base Maintenance cost per week: | \$ <u>11.00</u> per week x 30 = |
| | | \$ <u>330.00</u> Annual Cost |
| B. | Off Season Service cost per occurrence: | \$ <u>9.00</u> |
| C. | Ant Abatement cost per application: | \$ <u>30.00</u> |
| D. | Herbicide Treatment annual cost: | \$ <u>109.00</u> |

15. Sagebrush

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians from Yucca to Morris

1. **South side right-of-way:**
Yucca to end of HOA east of Bradford

1. **North side right-of-way:**
Yucca to Bradford

A.	Base Maintenance cost per week:	\$25.00	per week x 30 =
		\$750.00	Annual Cost
B.	Off Season Service cost per occurrence:	\$20.00	
C.	Ant Abatement cost per application:	\$65.00	
D.	Herbicide Treatment annual cost:	\$235.00	

16. Saint Gallen Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

South side right-of way between Wagner Rd. and Garden Ridge

A.	Base Maintenance cost per week:	\$11.00	per week x 30 =
		\$330.00	Annual Cost
B.	Off Season Service cost per occurrence:	\$9.00	
C.	Ant Abatement cost per application:	\$30.00	
D.	Herbicide Treatment annual cost:	\$109.00	

17. Silveron Blvd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians and right-of-ways

1. FM 2499 east to Lakeside Pkwy.
2. Includes stretch of median and right-of-ways from in front of Home Depot to 0.1 mile west Gerault Rd.

A.	Base Maintenance cost per week:	\$210.00	per week x 30 =
		\$6,300.00	Annual Cost
B.	Off Season Service cost per occurrence:	\$172.00	
C.	Ant Abatement cost per application:	\$549.00	
D.	Herbicide Treatment annual cost:	\$1,996.00	

18. Spinks Rd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C
All medians from Duncan Ln. east to Long Prairie Rd.

South side right-of-way from Duncan Ln. east to Long Prairie Rd. (Exclude Businesses and HOA's)

North side right-of-way from Duncan Ln. east to Long Prairie Rd. (Exclude Businesses and HOA's)

A.	Base Maintenance cost per week:	\$ <u>275.00</u> per week x 30 =
		\$ <u>8,250.00</u> Annual Cost
B.	Off Season Service cost per occurrence:	\$ <u>225.00</u>
C.	Ant Abatement cost per application:	\$ <u>717.00</u>
D.	Herbicide Treatment annual cost:	\$ <u>2,609.00</u>

19. Thrush

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

East side right-of-way from Lake Bluff to end of fence

A.	Base Maintenance cost per week:	\$ <u>5.00</u> per week x 30 =
		\$ <u>150.00</u> Annual Cost
B.	Off Season Service cost per occurrence:	\$ <u>4.00</u>
C.	Ant Abatement cost per application:	\$ <u>12.00</u>
D.	Herbicide Treatment annual cost:	\$ <u>43.00</u>

20. Tudor

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

West side right-of-way from FM 3040 to Bershire and vacant lot at the intersection of Tudor and Bershire (On north side of Bershire)

A.	Base Maintenance cost per week:	\$ <u>14.00</u> per week x 30 =
		\$ <u>420.00</u> Annual Cost
B.	Off Season Service cost per occurrence:	\$ <u>11.00</u>
C.	Ant Abatement cost per application:	\$ <u>36.00</u>
D.	Herbicide Treatment annual cost:	\$ <u>130.00</u>

21. Yucca

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

East side right-of-way from Sagebrush to Kohl's

A.	Base Maintenance cost per week:	\$ 50.00	per week x 30 =
		\$ 1,500.00	Annual Cost
B.	Off Season Service cost per occurrence:	\$ 41.00	
C.	Ant Abatement cost per application:	\$ 131.00	
D.	Herbicide Treatment annual cost:	\$ 478.00	

Parks

1. ~~Bakersfield Park~~
~~1201 Duncan Ln.~~

~~The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e (Non-playing field surfaces only).~~

~~Base Maintenance cost per week: \$ 1,181.00 x 28 = Annual Cost: \$ 33,068.00~~

2. ~~Bluebonnet Park~~
~~1801 Parkview Drive~~

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 336.00 x 28 = Annual Cost: \$ 9,408.00

3. ~~Gerault Park~~
~~1100 Gerault Rd.~~

~~The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,c,d,e (excluding ball fields outside of fences only)~~

~~Base Maintenance cost per week: \$ 875.00 x 28 = Annual Cost: \$ 24,500.00~~

4. ~~Grove Park~~
~~3901 Braxton Ln.~~

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 32.00 x 28 = Annual Cost: \$ 896.00

5. ~~The Heritage Park of Flower Mound~~
~~600 Splinks Rd.~~

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 634.00 x 28 = Annual Cost: \$ 17,752.00

6. ~~The Hound Mound at Heritage Park~~
~~1202 Garden Ridge Blvd.~~

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

Base Maintenance cost per week: \$ 219.00 x 28 = Annual Cost: \$ 6,132.00

7. Lawson Park
1100 Princewood Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 87.00 x 28 = Annual Cost: \$ 2,436.00

8. Oak Park
1015 Woodcreek Drive

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 25.00 x 28 = Annual Cost: \$ 700.00

9. Possum Park
2535 Timber Ridge Ln.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 44.00 x 28 = Annual Cost: \$ 1,232.00

10. Rheudasil Park
2401 Lake Forest Boulevard

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 482.00 x 28 = Annual Cost: \$ 13,496.00

11. Rustic Timbers Park
1201 Rosewood Trail

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 80.00 x 28 = Annual Cost: \$ 2,240.00

12. Shadow Ridge Park
1350 Lexington Avenue

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 226.00 x 28 = Annual Cost: \$ 7,448.00

^B 6,328.00

13. Staton Oak Park
3100 Staton Oaks Drive

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,c,d,e

Base Maintenance cost per week: \$ 46.00 x 28 = Annual Cost: \$ 1,288.00

14. Stone Creek Park
1400 Fuqua Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 50.00 x 28 = Annual Cost: \$ 1,400.00

15. Tealwood Park
1900 Tealwood Avenue

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 45.00 x 28 = Annual Cost: \$ 1,260.00

16. Thrush Park
950 Sun Ridge Drive

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 133.00 x 28 = Annual Cost: \$ 3,724.00

17. Wilkerson Park
2880 Garden Rd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,c,d,e

Base Maintenance cost per week: \$ 87.00 x 28 = Annual Cost: \$ 2,436.00

18. Wisper Creek Park
Foxborough Trail
Including rights-of-way along top of bridge on Foxborough Trail and rights-of-way along top of bridge on
Meandering Creek Path.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,c,d,e

Base Maintenance cost per week: \$ 11.00 x 28 = Annual Cost: \$ 308.00

Total Annual Costs for Southeast Section

Base Maintenance Total Annual Cost For Medians, Rights-of-Ways, and Courts.	\$ <u>84,570.00</u>	*
Base Maintenance Total Annual Cost For Parks.	\$ <u>129,724.00</u>	*
Off Season Service Total Per Occurrence Cost	\$ <u>2,304.00</u>	*
Ant Abatement Service Total Per Occurrence Cost	\$ <u>7,353.00</u>	*
Herbicide Treatments Total Annual Cost	\$ <u>26,750.00</u>	*

In the event that the Town of Flower Mound should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional locations for the services listed in this section:

Section III A 1 a, b, d / Section III B /Section III C Unit Price \$ 46.00 per acre Minimum 1 acre

Section III A 1 a, b, d / Section III B /Section III C Unit Price \$ 46.00 per acre Minimum 1 acre

In the event that the Town of Flower Mound should add new plant material at a future date, please indicate cost that will be charged for the services:

Plant/Landscape material Costs plus 65 %

Labor cost to install new plant/landscape material Cost per hour \$ 40.00 (1 man)



BEST VALUE QUALIFICATIONS STATEMENT

Terracare Associates (formerly VMC Landscape Services) has worked hand-in-hand with the Town of Flower Mound for the past nineteen (19) years, and during this time we have developed a partnership that has benefited both parties. TCA's commitment to customer satisfaction as well as our flexibility in scheduling and staffing has allowed us to meet the Town's demands for festivals, special events, and/or grand openings. We have also proudly sponsored Independence Fest.

In addition to the Town of Flower Mound, TCA is currently performing similar duties for thirteen (13) other Cities in the D/FW area, making our Municipal resume unmatched by any competitor.

Quality work and fair market pricing has been our mainstay and account for the numerous contracts we currently fulfill. Our 19-year work history in Flower Mound has taken any guesswork out of the current request for proposal, thus eliminating the need for us to "estimate" or guess at our costs. Thanks to detailed job cost record keeping, we are able to provide you with an extremely accurate bid.

Safety is the most important aspect of working adjacent to busy streets and highways. TCA takes tremendous pride in our training and safety programs. Weekly meetings are held and documented to ensure our employees are operating equipment properly and safely. TCA also carries Workers Compensation Insurance on all of our employees (even seasonal help) and AAA rated General Liability Insurance to protect our employees, customers and the general public.

Public image runs a close second to safety in regards to importance. All TCA employees are professionally uniformed and easily identified. Our trucks are monitored by GPS units and are clearly labeled with the company logo and phone number. All of our equipment is well maintained by in-house mechanics.

TCA has operated in the Dallas/Fort Worth Metroplex for over 40 years and our Management Staff are accessible 24 hours a day, 7 days a week. TCA is an equal opportunity employer and E-verifies all employees.

Attachment F Machinery and Equipment List Worksheet

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this bid.

NO. OF UNITS	TYPE OF EQUIPMENT
2	Isuzu Crew Cab 2014
1	120" Toro Wide Area Mower 2010
2	72" John Deere Rider 2014
2	60" John Deere Rider 2014
4	STIHL Line Trimmer 2014
4	STIHL Steel Blade Edger 2014
4	STIHL Backpack Blower 2014
4	STIHL Trimmers 2014

If additional space is needed, continue on additional pages and attach to this form

**Southeast
Attachment G
Vendor Information Form**

VENDOR INFORMATION

Number of employees: Full time 130

Number of employees: Part time: 130

Length of time in business: 35 years

Physical location of business (full address, including city, state & zip code):
1200 Texas Trail, Grapevine Texas 76051

VENDOR CONTACTS

The successful bidder must provide, to a designated Parks Representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Parks Representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: Andrew Lenz

Company Telephone Number (including are code): 972-445-5654

Emergency Telephone Number (including are code): 972-445-5654

SUBCONTRACTOR INFORMATION

Bidders must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the Town of Flower Mound prior to commencement of work.**

Name: Grogreen

Type of Work: Ant Abatement and Turf Herbicide treatment

Amount: \$37,257

Portion of work by bidder: 83 %

Portion of work by sub-contractor: 17 %



CERTIFICATE OF LIABILITY INSURANCE

5/16/2017

DATE (MM/DD/YYYY)
5/19/2016

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

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

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED 1388158 TERRACARE ASSOCIATES, LLC TCA TERRACARE ASSOCIATES, LP 2433 MERRELL RD DALLAS TX 75229	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : Great American Insurance Company		16691
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 13178125

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	GLO 0117282-01	5/16/2016	5/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	BAP 0117281-01	5/16/2016	5/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☐ CLAIMS-MADE	Y	Y	TUU0332721-07	5/16/2016	5/16/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 0117283-01	5/16/2016	5/16/2017	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

CANCELLATION

See Attachment

13178125

Town of Flower Mound
its officers, officials
employees and volunteers
2121 Cross Timbers Road
Flower Mound TX 75028

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

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The ACORD name and logo are registered marks of ACORD

ALL POLICIES (EXCEPT WORKERS COMPENSATION/EL) INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT [PROVISION] THAT CONFERS ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY IF THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES THE NAMED INSURED TO NAME THE CERTIFICATE HOLDER AS AN ADDITIONAL INSURED. IN THE ABSENCE OF SUCH A CONTRACTUAL OBLIGATION ON THE PART OF THE NAMED INSURED, THE CERTIFICATE HOLDER IS NOT AN ADDITIONAL INSURED UNDER THE POLICY.

ALL POLICIES INCLUDE A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT [PROVISION] THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES IT. IN THE ABSENCE OF SUCH A CONTRACTUAL OBLIGATION ON THE PART OF THE NAMED INSURED, THE WAIVER OF SUBROGATION FEATURE DOES NOT APPLY.



CERTIFICATE OF PROPERTY INSURANCE

5/16/2017

 DATE (MM/DD/YYYY)
5/12/2016

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

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID: FAX (A/C, No):														
INSURED 100559 TERRACARE ASSOCIATES, LLC 8201 SOUTHPARK LANE, SUITE 110 LITTLETON CO 80120	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	☒	PROPERTY	CPP0080251-01	5/16/2016	5/16/2017	BUILDING	\$ XXXXXXXX
		CAUSES OF LOSS				PERSONAL PROPERTY	\$ XXXXXXXX
		BASIC				BUSINESS INCOME	\$ XXXXXXXX
		BROAD				EXTRA EXPENSE	\$ XXXXXXXX
	☒	SPECIAL				RENTAL VALUE	\$ XXXXXXXX
	☒	EARTHQUAKE				BLANKET BUILDING	\$ XXXXXXXX
		WIND				BLANKET PERS PROP	\$ XXXXXXXX
	☒	FLOOD				☒ BLANKET BLDG & PP	\$ 5,401,500
						☒ Contractor's Equip	\$ 4,009,373
							\$ XXXXXXXX
		INLAND MARINE	TYPE OF POLICY NOT APPLICABLE				\$ XXXXXXXX
		CAUSES OF LOSS					\$ XXXXXXXX
		NAMED PERILS	POLICY NUMBER				\$ XXXXXXXX
							\$ XXXXXXXX
		CRIME	NOT APPLICABLE				\$ XXXXXXXX
		TYPE OF POLICY					\$ XXXXXXXX
							\$ XXXXXXXX
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN	NOT APPLICABLE				\$ XXXXXXXX
							\$ XXXXXXXX
A		Leased or Rented Equip	CPP0080251-01	5/16/2016	5/16/2017	☒ Per Item	\$ 50,000
						☒ Per Occurrence	\$ 500,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limits of Insurance: Earthquake: \$1,000,000; Flood: \$1,586,000. (Applies to unscheduled locations)

CERTIFICATE HOLDER**CANCELLATION [M508689]**

148567

"FOR INFORMATION PURPOSES ONLY"

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

AUTHORIZED REPRESENTATIVE

together, and laminate.



TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov

COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

BRUCE VERDICK
2433 MERRELL RD
DALLAS TX 75229

TDA Client No: 00202002
License No: 0159968
Effective Date: February 29, 2016
Expires: February 28, 2017
Categories:



3A,5

TERRACARE ASSOCIATES REFERENCES



Clayton Litton
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6421
Clayton.litton@flower-mound.com

Municipal Buildings, Parks,
Medians & Right-of-Ways
Approximate Acreage Maintained: 230
Years of service: 17



Kevin Mitchell
501 Shady Brook Drive
Grapevine, Texas 76051
817-410-3347
Kmitchell@grapevinetexas.gov
Medians, Right-of-Ways, Municipal Buildings, Parks
Approximate Acreage Maintained: 340
Years of service: 17

North Richland Hills

NRH

City of Choice

Gary Bechthold
6720 NE Loop 820
North Richland Hills TX 76180
817-253-7444
gbechthold@nrh.com

Medians , Right of Ways, Parks, and Facility Grounds
Approximate Acreage Maintained: 250 Years of service: 14



Bobby Brady
1610 E. Crosby Rd.
Carrollton, Texas 75006
972-466-2607
Bobby.Brady@cityofcarrollton.com

Medians, Right-of-Ways
Approximate Acreage Maintained: 150 Years of service: 6



Employee Training & Safety

TCA takes tremendous pride in our employee training and safety programs. Our goal is to meet and exceed OSHA standards. Weekly **mandatory** staff meetings are held at our office. Tailgate meetings in the field with our crews occur on a weekly basis. The following is a sample of topics covered:

- ✚ Operation of Equipment (over 30 different pieces)
- ✚ Driving and Parking Procedures
- ✚ Proper Fertilizer and Pesticide Application Techniques
- ✚ Standardized Landscape Maintenance Procedures
- ✚ Landscape Installation Techniques
- ✚ PPE (Personal Protective Equipment)

A daily inspection on safety devices for all equipment before, during and after operation is **mandatory**.

Security Measures (Background checks)

All full-time TCA employees must complete and pass a pre-employment drug screening and criminal background check, including driving record. Employees are also subject to random and post-accident drug screening as required.

Uniform Policy

All TCA Operations Staff members are required to wear company issued uniforms, including shirts, hats, sweatshirts, and jackets. Shirts must remain tucked in at all times and hats must be worn facing the front. Safety vests with are also issued and required on all job sites.

All TCA trucks and trailers have the company logo, web address, and phone number applied for easy identification (see attached picture).



Preventative Maintenance Program

TCA employs full-time mechanics that work round the clock to keep all of our equipment running safely and effectively throughout the course of each day. Our standard preventative equipment maintenance program includes:

- Daily Visual Safety Inspections
- Air Filter Cleaning/Replacement
- Blade Sharpening/Replacement
- Routine Oil & Filter Changes
- Fluids Checked and Topped
- Grease All Fittings
- Tire Rotations & Balancing or Replacement
- Brake Inspection and Replacement As Required
- Tune-ups As Required
- Weekly Washing

[illegible]

Diagram illustrating the components of a safety glasses:

- Adjustable Arm(s) (or Temple)
- Top Shield
- Side Shield(s)
- Lens Marking
- Anti-leg Impact-resistant Lens(es)
- Bridge
- Frame



TCA TERRACARE
ASSOCIATES

CLASS 2 SAFETY VEST WITH COMPANY LOGO



EXAMPLE OF PPE POLICY





Traffic Control & Staging Area



Safety cones spaced
per MUTCD

Yellow beacon light

Company logo, phone number
and web address



Equipment loaded and unloaded
in coned off area



UNIFORM POLICY



Field Supervisor

Foreman

Field Staff

All shirts and hats are company issued with the TCA logo

TCA SAFETY PROGRAM

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Equipment Safety

- Section 1:* Using Handheld Tools
- Section 2:* Operating Compact Excavators
- Section 3:* Safely Transporting Equipment and Materials on Trucks and Trailers
- Section 4:* Operating Chain Saws
- Section 5:* Operating Wood Chippers
- Section 6:* Avoiding Mower-Related Injuries
- Section 7:* Operating Line Trimmers
- Section 8:* Ladder Safety
- Section 9:* Operating and Working Near Backhoe Loaders
- Section 10:* Equipment Lockout/Tagout
- Section 11:* Operating Leaf Blowers
- Section 12:* Operating Skid-Steer Loaders and Compact Utility Loaders
- Section 13:* Operating Snow Blowers
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Preventing Injuries

- Section 15:* Avoiding Carbon Monoxide Poisoning
- Section 16:* Personal Protective Equipment
- Section 17:* Respiratory Protection
- Section 18:* Preventing Lifting Injuries
- Section 19:* Avoiding Traffic Accidents
- Section 20:* Preventing Falls
- Section 21:* Preventing Injuries in New Employees
- Section 22:* Working with Chemicals
- Section 23:* Working Safely Near Water
- Section 24:* Avoiding Insect Bites and Stings
- Section 25:* Preventing Heat-Related Illness
- Section 26:* Avoiding Lightning Strikes
- Section 27:* Protecting Yourself from Sun Exposure
- Section 28:* Avoiding Poisonous Plants

- Section 29:* Working Safely Near Roadways
- Section 30:* Protecting Eyes from Injury
- Section 31:* Avoiding Slips and Trips
- Section 32:* Hearing Protection
- Section 33:* Preventing Cuts and Lacerations
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- Section 35:* Avoiding Distractions from Mobile Electronic Devices
- Section 36:* Prevention and First Aid for Cold-Related Illnesses and Injuries
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- Section 40:* Safely Pruning and Removing Trees
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- Section 42:* Electrical Safety

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- Section 43:* Keeping and Leaving a Safe Jobsite
- Section 44:* Pre-Excavation Safety
- Section 45:* Reporting/Analyzing Close Calls
- Section 46:* The Hazards of Hurrying
- Section 47:* Hazard Communication
- Section 48:* What to Do if OSHA Visits Your Jobsite
- Section 49:* Handling Medical Emergencies and Jobsite Injuries
- Section 50:* Responding to Violence and Unsafe Behaviors
- Section 51:* Dealing with Jobsite Hazards
- Section 52:* Having the Right Safety Attitude

Training Sign-Off Form

**TOWN OF FLOWER MOUND
CONTRACT FOR SERVICES
BID NO. 2017-42**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and TCA Terracare Associates ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Landscape Maintenance Program - Southwest (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit "A", attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to the either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can

be used to remedy the lack of performance and will not be paid to the Contractor.

9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.
11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants form employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this contract upon sixty (60) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Facilities Management Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
22. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

23. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina R. Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Bruce Verdick
Title: Vice President
Company Name: TCA Terracare Associates
Address: 2433 Merrall Rd
City, State, Zip: Dallas, TX 75229

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

24. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
25. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
26. **COUNTERPARTS.** This Contract may be signed in counterparts, each of which shall be deemed to be an original.
27. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

CONTRACTOR

By: _____
Bruce Verdick
Vice President

Date: _____

TOWN OF FLOWER MOUND, TEXAS

By: _____
Thomas E. Hayden
Mayor

Date: _____



March 13, 2017

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Re: Landscape Maintenance Program

On behalf of everyone at Terracare Associates, thank you for considering TCA as your landscape services provider at the **Town of Flower Mound**. Our proposal is submitted for your review and consideration, and is inclusive of the following:

- Bid Pricing Worksheets
- Machinery and Equipment List
- Vendor Information Worksheet
- Safety Program
- Work History and References
- Additional Forms

Terracare Associates (TCA) is a National Top 25 Landscape Management Company with two branches in the DFW area.

All INS regulations are strictly enforced at TCA Landscape Services. All state and federal labor and wage regulations are strictly adhered to. For security considerations, all employees are uniformed; all company vehicles are clearly labeled.

TCA has proudly served municipalities, the commercial real estate industry, homeowners associations and school districts in the Dallas / Fort Worth Area for over 35 years. We look forward with enthusiasm to your nod of confidence in designating us as your vendor of choice for landscaping services. Meanwhile, I remain at your service should you have any questions regarding the enclosed proposal.

Thank you again for your time and interest. We look forward to the privilege of continuing to serve the Town of Flower Mound.

Sincerely,

A handwritten signature in blue ink that reads 'Bruce Verdick'.

Bruce Verdick
Vice President

Town of Flower Mound Bid Certification Form

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: Terracare Associates, LP

Principal Place of Business Address: Principal 2433 Merrall Rd

Place of Business City, State, Zip: Principal Dallas Texas 75229

Place of Business Phone Number: Principal 972-445-5654

Place of Business Fax Number: Remittance 972-331-9947

Address (if different from above): Remittance

City, State, Zip: Dallas Texas 75229

Tax Identification No: 75-2887740

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 X

Add. No. 2

Add. No. 3

Add. No. 4

Add. No. 5

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

Signature

Bruce Verdick

Printed Name

Vice President

Title

bruce.verdick@myterraccare.com

Email Address

3/14/2017

Date

Southwest

1. Cardinal Ln.

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

North and South rights-of-way from Rocky Point to Wichita Trail:

A. Base Maintenance cost per week: \$ 16.00 per week x 30 =

\$ 480.00 Annual Cost

B. Off Season Service cost per occurrence: \$ 9.00

C. Ant Abatement cost per application: \$ 30.00

D. Herbicide Treatment annual cost: \$ 109.00

2. Flower Mound Road

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C

All medians from 2499 to Old Settlers

North and south side rights-of-way from 2499 to Old Settlers (Exclude Businesses)

All medians from Skillern Rd. to Cross Timbers Rd.

East and West side rights-of-way from Skillern to Cross Timbers Rd. (Exclude Businesses)

A. Base Maintenance cost per week: \$ 249.00 per week x 30 =

\$ 7,470.00 Annual Cost

B. Off Season Service cost per occurrence: \$ 142.00

C. Ant Abatement cost per application: \$ 454.00

D. Herbicide Treatment annual cost: \$ 1,652.00

3. Lakeside Village Blvd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a / Section III B

1. All medians from 2499 West to Lakeside Parkway

2. North & South rights-of-way from 2499 West to Lakeside Parkway (Exclude Businesses)

A. Base Maintenance cost per week: \$ 33.00 per week x 9 =

\$ 990.00 Annual Cost

B. Off Season Service cost per occurrence: \$ 19.00

C. Ant Abatement cost per application: \$ 60.00

D. Herbicide Treatment annual cost: \$ 217.00

4. Long Prairie Road

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C

All medians from the Grapevine City Limits (South of Gerault) to FM 1171

East side right-of-way:

1. City limits sign south of Gerault to just north of Sherri Lane (Exclude businesses)
2. North of Church @ Forest Vista to FM 1171 (Exclude businesses)

West side right-of-way:

1. City limit sign south of Gerault to Aberdeen (Exclude businesses)
2. North of shopping center @ FM 3040 to FM 1171 (Exclude businesses and residential lots)

A. Base Maintenance cost per week: \$ 458.00 per week x 30 =

\$ 13,740.00 Annual Cost

B. Off Season Service cost per occurrence: \$ 262.00

C. Ant Abatement cost per application: \$ 837.00

D. Herbicide Treatment: annual cost: \$ 3,044.00

5. Old Settlers

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

Rights-of-way on east and west side from McKamy Creek to FM 1171 (Exclude Old Settlers Elementary and Flower Mound High School)

A. Base Maintenance cost per week: \$ 131.00 per week x 30 =

\$ 3,930.00 Annual Cost

B. Off Season Service cost per occurrence: \$ 75.00

C. Ant Abatement cost per application: \$ 239.00

D. Herbicide Treatment annual cost: \$ 870.00

6. Peters Colony

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

North and south rights-of-way from Old Settlers East to F.M. Library

- A. Base Maintenance cost per week: \$ 16.00 per week x 30 =
\$ 480.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 9.00
- C. Ant Abatement cost per application: \$ 30.00
- D. Herbicide Treatment annual cost: \$ 109.00

7. Rocky Point Rd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

East side right-of-way from Shiloh to Cardinal:

- A. Base Maintenance cost per week: \$ 33.00 per week x 30 =
\$ 990.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 19.00
- C. Ant Abatement cost per application: \$ 60.00
- D. Herbicide Treatment annual cost: \$ 217.00

8. Shiloh Road.

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

East and West rights-of-way from Kings Road to Rocky Point.

- A. Base Maintenance cost per week: \$ 196.00 per week x 30 =
\$ 5,880.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 112.00
- C. Ant Abatement cost per application: \$ 359.00
- D. Herbicide Treatment annual cost: \$ 1,304.00

9. Wichita Trail.

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

North and South side rights-of-way from Cardinal to Simmons (Exclude HOA's)

A. Base Maintenance cost per week:	\$ <u>131.00</u> per week x 30 =
	\$ <u>3,930.00</u> Annual Cost
B. Off Season Service cost per occurrence:	\$ <u>75.00</u>
C. Ant Abatement cost per application:	\$ <u>239.00</u>
D. Herbicide Treatment annual cost:	\$ <u>870.00</u>

Parks

**1. Cross Timbers Equestrian Trail Head
Dunham Rd.**

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 29.00 x 28 = Annual Cost: \$ 812.00

**2. Culwell Park
1813 Southwick Drive**

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 87.00 x 28 = Annual Cost: \$ 2,436.00

**3. Forest Park
3029 Birch Leaf**

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 146.00 x 28 = Annual Cost: \$ 4,088.00

**4. Green Acres Memorial Park
4400 Hide-A-Way Ln.**

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 586.00 x 28 = Annual Cost: \$ 16,408.00

**5. Gibson-Grant Park
4801 Quail Run**

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 249.00 x 28 = Annual Cost: \$ 6,972.00

**6. Hidden Valley Park
3838 Raintree**

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 59.00 x 28 = Annual Cost: \$ 1,652.00

7. **Hide-A-Way Park**
2001 Breezywood

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 15.00 x 28 = Annual Cost: \$ 420.00

8. **Lakewood Park**
2601 Stillwater

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 59.00 x 28 = Annual Cost: \$ 1,652.00

9. **Lone Tree Park**
3909 Park Ridge Ct.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,c,d,e

Base Maintenance cost per week: \$ 59.00 x 28 = Annual Cost: \$ 1,652.00

10. **Northshore Park**
3100 Wood Park Drive

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 67.00 x 28 = Annual Cost: \$ 1,876.00

11. **Peacock Park**
3000 Old Settlers Rd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 15.00 x 28 = Annual Cost: \$ 420.00

12. **Post Oak Park**
4751 Flower Mound Rd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 527.00 x 28 = Annual Cost: \$ 14,756.00

Total Annual Costs for Southwest Section

Base Maintenance Total Annual Cost For Medians, Rights-of-Ways, and Courts.	\$ <u>37,890.00</u>	*
Base Maintenance Total Annual Cost For Parks.	\$ <u>53,144.00</u>	*
Off Season Service Total Per Occurrence Cost	\$ <u>722.00</u>	*
Ant Abatement Service Total Per Occurrence Cost	\$ <u>2,308.00</u>	*

Herbicide Treatments Total Annual Cost \$ 8,392.00 *

In the event that the Town of Flower Mound should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional locations for the services listed in this section:

Section III A 1 a, b, d / Section III B /Section III C Unit Price \$ 66.00 per acre Minimum 1 acre

Section III A 1 a, b, d / Section III B /Section III C Unit Price \$ 66.00 per acre Minimum 1 acre

In the event that the Town of Flower Mound should add new plant material at a future date, please indicate cost that will be charged for the services:

Plant/Landscape material Costs plus 65 %

Labor cost to install new plant/landscape material Cost per hour \$ 40.00 (1 man)



BEST VALUE QUALIFICATIONS STATEMENT

Terracare Associates (formerly VMC Landscape Services) has worked hand-in-hand with the Town of Flower Mound for the past nineteen (19) years, and during this time we have developed a partnership that has benefited both parties. TCA's commitment to customer satisfaction as well as our flexibility in scheduling and staffing has allowed us to meet the Town's demands for festivals, special events, and/or grand openings. We have also proudly sponsored Independence Fest.

In addition to the Town of Flower Mound, TCA is currently performing similar duties for thirteen (13) other Cities in the D/FW area, making our Municipal resume unmatched by any competitor.

Quality work and fair market pricing has been our mainstay and account for the numerous contracts we currently fulfill. Our 19-year work history in Flower Mound has taken any guesswork out of the current request for proposal, thus eliminating the need for us to "estimate" or guess at our costs. Thanks to detailed job cost record keeping, we are able to provide you with an extremely accurate bid.

Safety is the most important aspect of working adjacent to busy streets and highways. TCA takes tremendous pride in our training and safety programs. Weekly meetings are held and documented to ensure our employees are operating equipment properly and safely. TCA also carries Workers Compensation Insurance on all of our employees (even seasonal help) and AAA rated General Liability Insurance to protect our employees, customers and the general public.

Public image runs a close second to safety in regards to importance. All TCA employees are professionally uniformed and easily identified. Our trucks are monitored by GPS units and are clearly labeled with the company logo and phone number. All of our equipment is well maintained by in-house mechanics.

TCA has operated in the Dallas/Fort Worth Metroplex for over 40 years and our Management Staff are accessible 24 hours a day, 7 days a week. TCA is an equal opportunity employer and E-verifies all employees.

Attachment F Machinery and Equipment List Worksheet

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this bid.

NO. OF UNITS	TYPE OF EQUIPMENT
2	Isuzu Crew Cab 2014
1	120" Toro Wide Area Mower 2010
2	72" John Deere Rider 2014
2	60" John Deere Rider 2014
4	STIHL Line Trimmer 2014
4	STIHL Steel Blade Edger 2014
4	STIHL Backpack Blower 2014
4	STIHL Trimmers 2014

If additional space is needed, continue on additional pages and attach to this form

Southwest Attachment G Vendor Information Form

VENDOR INFORMATION

Number of employees: Full time 130

Number of employees: Part time: 130

Length of time in business: 35 years

Physical location of business (full address, including city, state & zip code):

1200 Texas Trail, Grapevine Texas 76051

VENDOR CONTACTS

The successful bidder must provide, to a designated Parks Representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Parks Representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: Andrew Lenz

Company Telephone Number (including are code): 972-445-5654

Emergency Telephone Number (including are code): 972-445-5654

SUBCONTRACTOR INFORMATION

Bidders must provide the following information for any portion of work under this contract being subcontracted. All subcontractors will be approved by the Town of Flower Mound prior to commencement of work.

Name: Grogreen

Type of Work: Ant Abatement and Turf Herbicide treatment

Amount: \$11,633.00

Portion of work by bidder: 88 %

Portion of work by sub-contractor: 12 %



CERTIFICATE OF LIABILITY INSURANCE

5/16/2017

DATE (MM/DD/YYYY)
5/19/2016

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

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

PRODUCER	LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	
		INSURER B: Great American Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
1388158 TERRACARE ASSOCIATES, LLC
TCA TERRACARE ASSOCIATES, LP
2433 MERRELL RD
DALLAS TX 75229

COVERAGES

CERTIFICATE NUMBER: 13178125

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER	Y	Y	GLO 0117282-01	5/16/2016	5/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eg occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	BAP 0117281-01	5/16/2016	5/16/2017	COMBINED SINGLE LIMIT (Eg accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000	Y	Y	TUU0332721-07	5/16/2016	5/16/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 0117283-01	5/16/2016	5/16/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED

CERTIFICATE HOLDER

CANCELLATION See Attachment

13178125 Town of Flower Mound its officers, officials employees and volunteers 2121 Cross Timbers Road Flower Mound TX 75028	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2014/01)

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ALL POLICIES (EXCEPT WORKERS COMPENSATION/EL) INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT [PROVISION] THAT CONFERS ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY IF THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES THE NAMED INSURED TO NAME THE CERTIFICATE HOLDER AS AN ADDITIONAL INSURED. IN THE ABSENCE OF SUCH A CONTRACTUAL OBLIGATION ON THE PART OF THE NAMED INSURED, THE CERTIFICATE HOLDER IS NOT AN ADDITIONAL INSURED UNDER THE POLICY.

ALL POLICIES INCLUDE A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT [PROVISION] THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES IT. IN THE ABSENCE OF SUCH A CONTRACTUAL OBLIGATION ON THE PART OF THE NAMED INSURED, THE WAIVER OF SUBROGATION FEATURE DOES NOT APPLY.



CERTIFICATE OF PROPERTY INSURANCE

5/16/2017

DATE (MM/DD/YYYY)
5/12/2016

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

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID:														
INSURED TERRACARE ASSOCIATES, LLC 100559 8201 SOUTHPARK LANE, SUITE 110 LITTLETON CO 80120	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Insurance Company	16535														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE			POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	☒	PROPERTY		CPP0080251-01	5/16/2016	5/16/2017	☐	BUILDING	\$ XXXXXXXX
	CAUSES OF LOSS		DEDUCTIBLES				☐	PERSONAL PROPERTY	\$ XXXXXXXX
	☐	BASIC	BUILDING				☐	BUSINESS INCOME	\$ XXXXXXXX
	☐	BROAD	CONTENTS				☐	EXTRA EXPENSE	\$ XXXXXXXX
	☒	SPECIAL					☐	RENTAL VALUE	\$ XXXXXXXX
	☒	EARTHQUAKE					☐	BLANKET BUILDING	\$ XXXXXXXX
	☐	WIND					☐	BLANKET PERS PROP	\$ XXXXXXXX
	☒	FLOOD					☒	BLANKET BLDG & PP	\$ 5,401,500
	☐						☒	Contractor's Equip	\$ 4,009,373
	☐								
	☐	INLAND MARINE	TYPE OF POLICY				☐		\$ XXXXXXXX
	CAUSES OF LOSS		NOT APPLICABLE				☐		\$ XXXXXXXX
	☐	NAMED PERILS	POLICY NUMBER				☐		\$ XXXXXXXX
	☐						☐		\$ XXXXXXXX
	☐	CRIME	NOT APPLICABLE				☐		\$ XXXXXXXX
	TYPE OF POLICY		☐					\$ XXXXXXXX	
			☐					\$ XXXXXXXX	
	☐	BOILER & MACHINERY / EQUIPMENT BREAKDOWN	NOT APPLICABLE				☐		\$ XXXXXXXX
	☐						☐		\$ XXXXXXXX
A	Leased or Rented Equip		CPP0080251-01	5/16/2016	5/16/2017	☒	Per Item	\$ 50,000	
						☒	Per Occurrence	\$ 500,000	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limits of Insurance: Earthquake: \$1,000,000; Flood: \$1,586,000. (Applies to unscheduled locations)

CERTIFICATE HOLDER**CANCELLATION [M508689]**

148567

"FOR INFORMATION PURPOSES ONLY"

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

AUTHORIZED REPRESENTATIVE

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together, and laminate.



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
 P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
 (877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov

COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

BRUCE VERDICK
 2433 MERRELL RD
 DALLAS TX 75229

TDA Client No: 00202002
 License No: 0159968
 Effective Date: February 29, 2016
 Expires: February 28, 2017
 Categories:



3A,5

TERRACARE ASSOCIATES REFERENCES



Clayton Litton
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6421
Clayton.litton@flower-mound.com

Municipal Buildings, Parks,
Medians & Right-of-Ways
Approximate Acreage Maintained: 230
Years of service: 17



Kevin Mitchell
501 Shady Brook Drive
Grapevine, Texas 76051
817-410-3347

Kmitchell@grapevinetexas.gov

Medians, Right-of-Ways, Municipal Buildings, Parks
Approximate Acreage Maintained: 340
Years of service: 17

North Richland Hills



City of Choice

Gary Bechthold
6720 NE Loop 820
North Richland Hills TX 76180
817-253-7444
gbechthold@nrh.com

Medians , Right of Ways, Parks, and Facility Grounds
Approximate Acreage Maintained: 250 Years of service: 14



Bobby Brady
1610 E. Crosby Rd.
Carrollton, Texas 75006
972-466-2607
Bobby.Brady@cityofcarrollton.com

Medians, Right-of-Ways
Approximate Acreage Maintained: 150 Years of service: 6



Employee Training & Safety

TCA takes tremendous pride in our employee training and safety programs. Our goal is to meet and exceed OSHA standards. Weekly **mandatory** staff meetings are held at our office. Tailgate meetings in the field with our crews occur on a weekly basis. The following is a sample of topics covered:

- ✚ Operation of Equipment (over 30 different pieces)
- ✚ Driving and Parking Procedures
- ✚ Proper Fertilizer and Pesticide Application Techniques
- ✚ Standardized Landscape Maintenance Procedures
- ✚ Landscape Installation Techniques
- ✚ PPE (Personal Protective Equipment)

A daily inspection on safety devices for all equipment before, during and after operation is **mandatory**.

Security Measures (Background checks)

All full-time TCA employees must complete and pass a pre-employment drug screening and criminal background check, including driving record. Employees are also subject to random and post-accident drug screening as required.

Uniform Policy

All TCA Operations Staff members are required to wear company issued uniforms, including shirts, hats, sweatshirts, and jackets. Shirts must remain tucked in at all times and hats must be worn facing the front. Safety vests with are also issued and required on all job sites.

All TCA trucks and trailers have the company logo, web address, and phone number applied for easy identification (see attached picture).



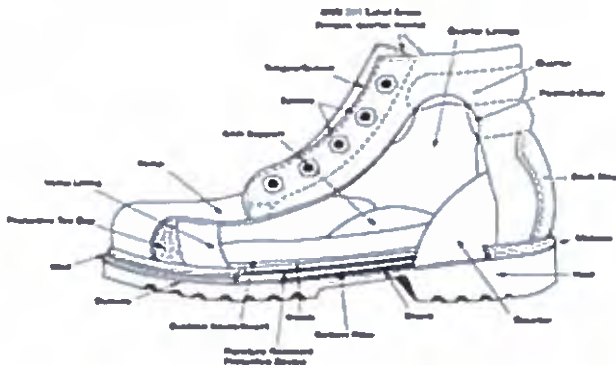
Preventative Maintenance Program

TCA employs full-time mechanics that work round the clock to keep all of our equipment running safely and effectively throughout the course of each day. Our standard preventative equipment maintenance program includes:

- Daily Visual Safety Inspections
- Air Filter Cleaning/Replacement
- Blade Sharpening/Replacement
- Routine Oil & Filter Changes
- Fluids Checked and Topped
- Grease All Fittings
- Tire Rotations & Balancing or Replacement
- Brake Inspection and Replacement As Required
- Tune-ups As Required
- Weekly Washing



MANDATORY PPE



WORK BOOTS



EYE PROTECTION



EAR PROTECTION



CLASS 2 SAFETY VEST WITH COMPANY LOGO



EXAMPLE OF PPE POLICY





TERRACARE ASSOCIATES

Traffic Control & Staging Area



Safety cones spaced
per MUTCD

Yellow beacon light

Company logo, phone number
and web address



Equipment loaded and unloaded
in coned off area



TERRACARE ASSOCIATES

UNIFORM POLICY



Field Supervisor

Foreman

Field Staff

All shirts and hats are company issued with the TCA logo

TCA SAFETY PROGRAM

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Equipment Safety

- Section 1:* Using Handheld Tools
- Section 2:* Operating Compact Excavators
- Section 3:* Safely Transporting Equipment and Materials on Trucks and Trailers
- Section 4:* Operating Chain Saws
- Section 5:* Operating Wood Chippers
- Section 6:* Avoiding Mower-Related Injuries
- Section 7:* Operating Line Trimmers
- Section 8:* Ladder Safety
- Section 9:* Operating and Working Near Backhoe Loaders
- Section 10:* Equipment Lockout/Tagout
- Section 11:* Operating Leaf Blowers
- Section 12:* Operating Skid-Steer Loaders and Compact Utility Loaders
- Section 13:* Operating Snow Blowers
- Section 14:* Operating Masonry Saws and Other Stonecutting Equipment

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- Section 15:* Avoiding Carbon Monoxide Poisoning
- Section 16:* Personal Protective Equipment
- Section 17:* Respiratory Protection
- Section 18:* Preventing Lifting Injuries
- Section 19:* Avoiding Traffic Accidents
- Section 20:* Preventing Falls
- Section 21:* Preventing Injuries in New Employees
- Section 22:* Working with Chemicals
- Section 23:* Working Safely Near Water
- Section 24:* Avoiding Insect Bites and Stings
- Section 25:* Preventing Heat-Related Illness
- Section 26:* Avoiding Lightning Strikes
- Section 27:* Protecting Yourself from Sun Exposure
- Section 28:* Avoiding Poisonous Plants

- Section 29:* Working Safely Near Roadways
- Section 30:* Protecting Eyes from Injury
- Section 31:* Avoiding Slips and Trips
- Section 32:* Hearing Protection
- Section 33:* Preventing Cuts and Lacerations
- Section 34:* Protection from Crystalline-Silica Dust
- Section 35:* Avoiding Distractions from Mobile Electronic Devices
- Section 36:* Prevention and First Aid for Cold-Related Illnesses and Injuries
- Section 37:* The Hazards of Workplace Drug and Alcohol Use
- Section 38:* Preventing Slips and Falls in Snow-Removal Areas
- Section 39:* Preventing Musculoskeletal Injuries
- Section 40:* Safely Pruning and Removing Trees
- Section 41:* Safely Installing/Maintaining Green Roofs
- Section 42:* Electrical Safety

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- Section 43:* Keeping and Leaving a Safe Jobsite
- Section 44:* Pre-Excavation Safety
- Section 45:* Reporting/Analyzing Close Calls
- Section 46:* The Hazards of Hurrying
- Section 47:* Hazard Communication
- Section 48:* What to Do if OSHA Visits Your Jobsite
- Section 49:* Handling Medical Emergencies and Jobsite Injuries
- Section 50:* Responding to Violence and Unsafe Behaviors
- Section 51:* Dealing with Jobsite Hazards
- Section 52:* Having the Right Safety Attitude

Training Sign-Off Form

**TOWN OF FLOWER MOUND
CONTRACT FOR SERVICES
BID NO. 2017-43**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and TCA Terracare Associates ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Landscape Maintenance Program – Northeast (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit "A", attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to the either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can

be used to remedy the lack of performance and will not be paid to the Contractor.

9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.
11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants form employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this contract upon sixty (60) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Facilities Management Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
22. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

23. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina R. Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Bruce Verdick
Title: Vice President
Company Name: TCA Terracare Associates
Address: 2433 Merrall Rd
City, State, Zip: Dallas, TX 75229

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

24. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
25. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
26. **COUNTERPARTS.** This Contract may be signed in counterparts, each of which shall be deemed to be an original.
27. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

CONTRACTOR

TOWN OF FLOWER MOUND, TEXAS

By: _____
Bruce Verdick
Vice President

By: _____
Thomas E. Hayden
Mayor

Date: _____

Date: _____



March 13, 2017

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Re: Landscape Maintenance Program

On behalf of everyone at Terracare Associates, thank you for considering TCA as your landscape services provider at the **Town of Flower Mound**. Our proposal is submitted for your review and consideration, and is inclusive of the following:

- Bid Pricing Worksheets
- Machinery and Equipment List
- Vendor Information Worksheet
- Safety Program
- Work History and References
- Additional Forms

Terracare Associates (TCA) is a National Top 25 Landscape Management Company with two branches in the DFW area.

All INS regulations are strictly enforced at TCA Landscape Services. All state and federal labor and wage regulations are strictly adhered to. For security considerations, all employees are uniformed; all company vehicles are clearly labeled.

TCA has proudly served municipalities, the commercial real estate industry, homeowners associations and school districts in the Dallas / Fort Worth Area for over 35 years. We look forward with enthusiasm to your nod of confidence in designating us as your vendor of choice for landscaping services. Meanwhile, I remain at your service should you have any questions regarding the enclosed proposal.

Thank you again for your time and interest. We look forward to the privilege of continuing to serve the Town of Flower Mound.

Sincerely,

A handwritten signature in blue ink that reads "Bruce Verdick". The signature is fluid and cursive, with the first name "Bruce" and last name "Verdick" clearly distinguishable.

Bruce Verdick
Vice President

Town of Flower Mound Bid Certification Form

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: Terracare Associates, LP

Principal Place of Business Address: Principal 2433 Merrall Rd

Place of Business City, State, Zip: Principal Dallas Texas 75229

Place of Business Phone Number: Principal 972-445-5654

Place of Business Fax Number: Remittance 972-331-9947

Address (if different from above): Remittance

City, State, Zip: Dallas Texas 75229

Tax Identification No: 75-2887740

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 ☒ Add. No. 2 ☐ Add. No. 3 ☐ Add. No. 4 ☐ Add. No. 5 ☐

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

Signature

Bruce Verdick

Bruce Verdick

Printed Name

Vice President

Title

bruce.verdick@myterracare.com

Email Address

3/14/2017

Date

Northeast

1. Browning Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

Medians south of Highway 407 (2)

- | | | | |
|----|---|------------------|-----------------|
| A. | Base Maintenance cost per week: | \$ <u>25.00</u> | per week x 30 = |
| | | \$ <u>750.00</u> | Annual Cost |
| B. | Off Season Service cost per occurrence: | \$ <u>9.00</u> | |
| C. | Ant Abatement cost per application: | \$ <u>30.00</u> | |
| D. | Herbicide Treatment annual cost: | \$ <u>109.00</u> | |

2. Chinn Chapel Rd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

West side right-of-way from Waketon north 700 feet.

- | | | | |
|----|---|--------------------|-----------------|
| A. | Base Maintenance cost per week: | \$ <u>34.00</u> | per week x 30 = |
| | | \$ <u>1,020.00</u> | Annual Cost |
| B. | Off Season Service cost per occurrence: | \$ <u>13.00</u> | |
| C. | Ant Abatement cost per application: | \$ <u>42.00</u> | |
| D. | Herbicide Treatment annual cost: | \$ <u>152.00</u> | |

3. College Parkway

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians from Kirkpatrick to FM2499

South side right-of-way:

1. Kirkpatrick to Colony
2. Prescott to Morriss
3. Lloyd court to Morriss
4. Guardrail between Creekwood & Timberview

North side right-of-way:

1. Kirkpatrick to Colony
2. West side of Colony Park to Timber Creek

3. From Park to Morriss Rd.

4. Guardrail between Creekwood & Timberview

- A. Base Maintenance cost per week: \$ 601.00 per week x 30 =
\$ 18,030.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 229.00
- C. Ant Abatement cost per application: \$ 729.00
- D. Herbicide Treatment annual cost: \$ 2,652.00

4. **Countryside**

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians

1. Median only on Countryside Pl.

- A. Base Maintenance cost per week: \$ 25.00 per week x 30 =
\$ 750.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 9.00
- C. Ant Abatement cost per application: \$ 30.00
- D. Herbicide Treatment annual cost: \$ 109.00

5. **Cross Timbers Road East**

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, c, d / Section III B /Section III C

All medians from Garden Ridge to 2499.

South side right-of-way:

1. Garden Ridge to 2499. (Exclude businesses)

North side right-of-way:

1. Garden Ridge to 2499 Includes landscaped beds (Exclude businesses, HOA's)

- A. Base Maintenance cost per week: \$ 493.00 per week x 30 =
\$ 14,790.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 187.00
- C. Ant Abatement cost per application: \$ 598.00

D. Herbicide Treatment annual cost: \$ 2,174.00

6. Eaton

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

Median (1) between Morriss and Timber Creek

A. Base Maintenance cost per week: \$ 30.00 per week x 30 =

\$ 900.00 Annual Cost

B. Off Season Service cost per occurrence: \$ 11.00

C. Ant Abatement cost per application: \$ 36.00

D. Herbicide Treatment annual cost: \$ 130.00

7. Riverwalk Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians from FM 1171 to Fire Station

West and east side rights-of-way:

1. From FM 1171 to Fire Station (Exclude Businesses)

A. Base Maintenance cost per week: \$ 138.00 per week x 30 =

\$ 4,140.00 Annual Cost

B. Off Season Service cost per occurrence: \$ 52.00

C. Ant Abatement cost per application: \$ 167.00

D. Herbicide Treatment annual cost: \$ 609.00

8. Highway 407

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians west of Morriss Road to Town limit (Jernigan Rd.)

A. Base Maintenance cost per week: \$ 25.00 per week x 30 =

\$ 750.00 Annual Cost

B. Off Season Service cost per occurrence: \$ 9.00

C. Ant Abatement cost per application: \$ 30.00

D. Herbicide Treatment annual cost: \$ 109.00

9. Kirkpatrick

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

All medians

1. East side right-of-way:
Spanish Oaks to Everett
2. Cross Timbers Rd. to Lone Buck between street and alley (Exclude HOA's and park)
- West side right-of-way
1. Spanish Oaks to Walgreen's
2. Clydesdale to where Kirkpatrick turns west (Exclude HOA's)
- North side right-of-way:
1. From where Kirkpatrick turns west to Morris (Excluding Prairie Trail Elementary and HOA's)
- South side right-of-way
3. From where Kirkpatrick turns west to Morriss (Exclude HOA's)

- A. Base Maintenance cost per week: \$ 640.00 per week x 30 =
\$ 19,200.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 244.00
- C. Ant Abatement cost per application: \$ 777.00
- D. Herbicide Treatment annual cost: \$ 2,826.00

10. Lone Buck Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

East side right-of-way between back of curb and alley:

1. From Kirkpatrick Rd. north to Valley Ridge Blvd.

- A. Base Maintenance cost per week: \$ 25.00 per week x 30 =
\$ 750.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 9.00
- C. Ant Abatement cost per application: \$ 30.00
- D. Herbicide Treatment annual cost: \$ 109.00

11. Olympia

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

Median at Morriss Rd.)

- A. Base Maintenance cost per week: \$ 10.00 per week x 30 =
\$ 300.00 Annual Cost

- B. Off Season Service cost per occurrence: \$ 4.00
- C. Ant Abatement cost per application: \$ 12.00
- D. Herbicide Treatment annual cost: \$ 43.00

12. One Place

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

Medians @ Timber Creek and One Place Ln. (2)

- A. Base Maintenance cost per week: \$ 25.00 per week x 30 =
\$ 750.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 9.00
- C. Ant Abatement cost per application: \$ 30.00
- D. Herbicide Treatment annual cost: \$ 109.00

13. Timber Creek

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

Medians @ Woodbine and Leonard Johns Park

- West side right-of-way:
1. Eaton to HOA south of Torrey Pines (Exclude Businesses)
- East side right-of-way:
1. South of Lamar Middle School to bridge north of Eaton

- A. Base Maintenance cost per week: \$ 118.00 per week x 30 =
\$ 3,540.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 45.00
- C. Ant Abatement cost per application: \$ 143.00
- D. Herbicide Treatment annual cost: \$ 522.00

14. Waketon

The successful bidder(s) shall be responsible for the following: Section III A 1 a, b, d / Section III B /Section III C

South side right-of-way from Morriss to the end of HOA west of Pebblebrook

- A. Base Maintenance cost per week: \$ 74.00 per week x 30 =
\$ 2,220.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 28.00

- C. Ant Abatement cost per application: \$ 90.00
- D. Herbicide Treatment annual cost: \$326.00

Medians and Courts

15. Cortadera Park Area

The successful bidder(s) shall be responsible for the following:
Section III A 1 a, b, d / Section III B /Section III C

1. Twin Oak (2)
2. White Bud Court
3. Blue Bonnet Court
4. South Magnolia Court
5. North Magnolia Court
6. Cortadera Court

- A. Base Maintenance cost per week: \$ 49.00 per week x 30 =
\$ 1,470.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 19.00
- C. Ant Abatement cost per application: \$ 60.00

16. Spring Meadow Area

The successful bidder(s) shall be responsible for the following:
Section III A 1 a, b, d / Section III B /Section III C

1. Chestnut Court
2. Azalea Court
3. Sweetgum Court
4. Willow Court
5. Pin Oak Court
6. Pine Court
7. Buckeye
8. Wisteria Court
9. White Oak Court
10. Rosebud Court

11. Buckeye Court

12. Buckeye @ Morriss

13. Eads @ 1171

- A. Base Maintenance cost per week: \$ 49.00 per week x 30 =
\$ 1,470.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 19.00
- C. Ant Abatement cost per application: \$ 60.00

17. Timber Creek Park Area

The successful bidder(s) shall be responsible for the following:
Section III A 1 a, b, d / Section III B /Section III C

1. Bois d' Arc and Bluestem (2)
2. Gayle Court (1)
3. Heiden Court (1)
4. Buckthorn Court (3)
5. Bluestem and Buckthorn (1)
6. Woodbine and Altoga (1)
7. Woodbine and Paluxy
8. Bluestem and Savannah (2)
9. Woodbine (1)
10. Rollo Court (3)
11. John Court (4)
12. Strawn Court (2)
13. One place (2)
14. Timber Valley and FM 1171 (Includes right-of-way adjacent to alley; from Timber Valley west to utility box)

- A. Base Maintenance cost per week: \$ 49.00 per week x 30 =
\$ 1,470.00 Annual Cost
- B. Off Season Service cost per occurrence: \$ 19.00

C. Ant Abatement cost per application: \$ 60.00

18. Hilltop Park Area

The successful bidder(s) shall be responsible for the following:
Section III A 1 a, b, d / Section III B / Section III C

1. Kirkpatrick and Homestead
2. Crawford and Homestead
3. Peterson and Homestead
4. Medlin and Homestead
5. Halford and Homestead
6. Luttrell and Homestead
7. Melody Court
8. Kings Drive (7)
9. Hilltop Court
10. Buckner Court
11. Maple Court (Off of Colony)
12. Baker Court (Off of Gregory)
13. Grady Court
14. Lori Court
15. Danley Court
16. Lloyd Court (3)
17. Castle Court
18. Rawlings and Homestead (2)
19. Rawlings Court and Homestead

A. Base Maintenance cost per week: \$ 49.00 per week x 30 =
\$ 1,470.00 Annual Cost

B. Off Season Service cost per occurrence: \$ 19.00

C. Ant Abatement cost per application: \$ 60.00

Parks

1. **Colony Park**
1015 Colony Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$388.00 x 28 = Annual Cost: \$10,864.00

2. **Cortadera Park**
2000 Cortadera St.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$239.00 x 28 = Annual Cost: \$6,692.00

3. **Gaston Park**
2651 College Pkwy.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$119.00 x 28 = Annual Cost: \$3,332.00

4. **Grand Park**
6201 Madeline Ln.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$119.00 x 28 = Annual Cost: \$3,332.00

5. **Jake's Hilltop Park**
5000 Timber Creek Dr.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,c,d,e (excluding ball fields outside of fences only)

Base Maintenance cost per week: \$717.00 x 28 = Annual Cost: \$20,076.00

6. **Leonard Johns Park**
1850 Timber Creek Rd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$418.00 x 28 = Annual Cost: \$11,704.00

7. **Morriss Road Park**
4500 Morriss Rd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$90.00 x 28 = Annual Cost: \$2,520.00

8. **Parker Square Park**
1400 Cross Timbers Rd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$192.00 x 28 = Annual Cost: \$5,376.00

9. **Prairie Creek Park**
1200 Colony St.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 239.00 x 28 = Annual Cost: \$ 6,692.00

10. **Prairie Trail Park**
5700 Fox Glen Drive

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 116.00 x 28 = Annual Cost: \$ 3,248.00

11. **Spring Meadow Park**
4001 Spring Meadow Ln.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 239.00 x 28 = Annual Cost: \$ 6,692.00

12. **Timber Creek Park**
1100 Timber Creek Rd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 299.00 x 28 = Annual Cost: \$ 8,372.00

13. **Waketon Park**
2501 Waketon Rd.

The successful bidder(s) shall be responsible for the following: Section III A 1 a,b,d,e

Base Maintenance cost per week: \$ 30.00 x 28 = Annual Cost: \$ 840.00

Total Annual Costs for Northeast Section

Base Maintenance Total Annual Cost For Medians, Rights-of-Ways, and Courts.	\$ <u>73,770.00</u>	*
Base Maintenance Total Annual Cost For Parks.	\$ <u>89,740.00</u>	*
Off Season Service Total Per Occurrence Cost	\$ <u>934.00</u>	*
Ant Abatement Service Total Per Occurrence Cost	\$ <u>2,984.00</u>	*
Herbicide Treatments Total Annual Cost	\$ <u>9,979.00</u>	*

In the event that the Town of Flower Mound should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional locations for the services listed in this section:

Section III A 1 a, b, d / Section III B /Section III C	Unit Price \$ <u>60.00</u>	per acre	Minimum 1 acre
Section III A 1 a, b, d / Section III B /Section III C	Unit Price \$ <u>60.00</u>	per acre	Minimum 1 acre

In the event that the Town of Flower Mound should add new plant material at a future date, please indicate cost that will be charged for the services:

Plant/Landscape material	Costs plus <u>65</u>	%
Labor cost to install new plant/landscape material	Cost per hour \$ <u>40.00</u>	(1 man)

**Northeast
Attachment G
Vendor Information Form**

VENDOR INFORMATION

Number of employees: Full time 130
Number of employees: Part time: 130
Length of time in business: 35 years
Physical location of business (full address, including city, state & zip code):
1200 Texas Trail, Grapevine Texas 76051

VENDOR CONTACTS

The successful bidder must provide, to a designated Parks Representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Parks Representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: Andrew Lenz
Company Telephone Number (including are code): 972-445-5654
Emergency Telephone Number (including are code): 972-445-5654

SUBCONTRACTOR INFORMATION

Bidders must provide the following information for any portion of work under this contract being subcontracted. All subcontractors will be approved by the Town of Flower Mound prior to commencement of work.

Name: Grogreen
Type of Work: Ant Abatement and Turf Herbicide treatment
Amount: \$15,040.00
Portion of work by bidder: 91 %
Portion of work by sub-contractor: 9 %



CERTIFICATE OF LIABILITY INSURANCE

5/16/2017

DATE (MM/DD/YYYY)
5/19/2016

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

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

PRODUCER	LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
		PHONE (AC, No, Ext):	FAX (AC, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	NAIC # 16535
		INSURER B: Great American Insurance Company	16691
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
1388158 TERRACARE ASSOCIATES, LLC
TCA TERRACARE ASSOCIATES, LP
2433 MERRELL RD
DALLAS TX 75229

COVERAGES

CERTIFICATE NUMBER: 13178125

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER	Y	Y	GLO 0117282-01	5/16/2016	5/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	BAP 0117281-01	5/16/2016	5/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	TUU0332721-07	5/16/2016	5/16/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC 0117283-01	5/16/2016	5/16/2017	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER. APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

CANCELLATION

See Attachment

13178125

Town of Flower Mound
its officers, officials
employees and volunteers
2121 Cross Timbers Road
Flower Mound TX 75028

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

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The ACORD name and logo are registered marks of ACORD

ALL POLICIES (EXCEPT WORKERS COMPENSATION/EL) INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT [PROVISION] THAT CONFERS ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY IF THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES THE NAMED INSURED TO NAME THE CERTIFICATE HOLDER AS AN ADDITIONAL INSURED. IN THE ABSENCE OF SUCH A CONTRACTUAL OBLIGATION ON THE PART OF THE NAMED INSURED, THE CERTIFICATE HOLDER IS NOT AN ADDITIONAL INSURED UNDER THE POLICY.

ALL POLICIES INCLUDE A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT [PROVISION] THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES IT. IN THE ABSENCE OF SUCH A CONTRACTUAL OBLIGATION ON THE PART OF THE NAMED INSURED, THE WAIVER OF SUBROGATION FEATURE DOES NOT APPLY.



CERTIFICATE OF PROPERTY INSURANCE

5/16/2017

DATE (MM/DD/YYYY)
5/12/2016

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

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID:														
INSURED 100559 TERRACARE ASSOCIATES, LLC 8201 SOUTHPARK LANE, SUITE 110 LITTLETON CO 80120	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR		TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	☒	PROPERTY	DEDUCTIBLES	CPP0080251-01	5/16/2016	5/16/2017	☐ BUILDING	\$ XXXXXXXX
	CAUSES OF LOSS						☐ PERSONAL PROPERTY	\$ XXXXXXXX
	☐	BASIC	☐ BUILDING				☐ BUSINESS INCOME	\$ XXXXXXXX
	☐	BROAD	☐ CONTENTS				☐ EXTRA EXPENSE	\$ XXXXXXXX
	☒	SPECIAL	☐				☐ RENTAL VALUE	\$ XXXXXXXX
	☒	EARTHQUAKE	☐				☐ BLANKET BUILDING	\$ XXXXXXXX
	☐	WIND	☐				☐ BLANKET PERS PROP	\$ XXXXXXXX
	☒	FLOOD	☐				☒ BLANKET BLDG & PP	\$ 5,401,500
	☐		☐				☒ Contractor's Equip	\$ 4,009,373
	☐							
	☐	INLAND MARINE	TYPE OF POLICY				☐	\$ XXXXXXXX
	CAUSES OF LOSS		NOT APPLICABLE				☐	\$ XXXXXXXX
	☐	NAMED PERILS	POLICY NUMBER				☐	\$ XXXXXXXX
	☐						☐	\$ XXXXXXXX
	☐	CRIME	NOT APPLICABLE				☐	\$ XXXXXXXX
	TYPE OF POLICY						☐	\$ XXXXXXXX
	☐						☐	\$ XXXXXXXX
	☐	BOILER & MACHINERY / EQUIPMENT BREAKDOWN	NOT APPLICABLE				☐	\$ XXXXXXXX
	☐						☐	\$ XXXXXXXX
A		Leased or Rented Equip	CPP0080251-01	5/16/2016	5/16/2017	☒	Per Item	\$ 50,000
						☒	Per Occurrence	\$ 500,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limits of Insurance: Earthquake: \$1,000,000; Flood: \$1,586,000. (Applies to unscheduled locations)

CERTIFICATE HOLDER**CANCELLATION [M508689]**

148567

"FOR INFORMATION PURPOSES ONLY"

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

AUTHORIZED REPRESENTATIVE

together, and laminate.



TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER

P. O. BOX 12847 AUSTIN, TEXAS 78711-2847

(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

www.TexasAgriculture.gov

COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

BRUCE VERDICK
2433 MERRELL RD
DALLAS TX 75229

TDA Client No:
License No:
Effective Date:
Expires:
Categories:

00202002
0159968
February 29, 2016
February 28, 2017



3A,5

TERRACARE ASSOCIATES REFERENCES



Clayton Litton
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6421
Clayton.litton@flower-mound.com

Municipal Buildings, Parks,
Medians & Right-of-Ways
Approximate Acreage Maintained: 230
Years of service: 17



Kevin Mitchell
501 Shady Brook Drive
Grapevine, Texas 76051
817-410-3347

Kmittchell@grapevinetexas.gov
Medians, Right-of-Ways, Municipal Buildings, Parks
Approximate Acreage Maintained: 340
Years of service: 17

North Richland Hills



City of Choice

Gary Bechthold
6720 NE Loop 820
North Richland Hills TX 76180
817-253-7444
gbechthold@nrh.com

Medians , Right of Ways, Parks, and Facility Grounds
Approximate Acreage Maintained: 250 Years of service: 14



Bobby Brady
1610 E. Crosby Rd.
Carrollton, Texas 75006
972-466-2607
Bobby.Brady@cityofcarrollton.com

Medians, Right-of-Ways
Approximate Acreage Maintained: 150 Years of service: 6



Employee Training & Safety

TCA takes tremendous pride in our employee training and safety programs. Our goal is to meet and exceed OSHA standards. Weekly mandatory staff meetings are held at our office. Tailgate meetings in the field with our crews occur on a weekly basis. The following is a sample of topics covered:

- ✚ Operation of Equipment (over 30 different pieces)
- ✚ Driving and Parking Procedures
- ✚ Proper Fertilizer and Pesticide Application Techniques
- ✚ Standardized Landscape Maintenance Procedures
- ✚ Landscape Installation Techniques
- ✚ PPE (Personal Protective Equipment)

A daily inspection on safety devices for all equipment before, during and after operation is mandatory.

Security Measures (Background checks)

All full-time TCA employees must complete and pass a pre-employment drug screening and criminal background check, including driving record. Employees are also subject to random and post-accident drug screening as required.

Uniform Policy

All TCA Operations Staff members are required to wear company issued uniforms, including shirts, hats, sweatshirts, and jackets. Shirts must remain tucked in at all times and hats must be worn facing the front. Safety vests with are also issued and required on all job sites.

All TCA trucks and trailers have the company logo, web address, and phone number applied for easy identification (see attached picture).



Preventative Maintenance Program

TCA employs full-time mechanics that work round the clock to keep all of our equipment running safely and effectively throughout the course of each day. Our standard preventative equipment maintenance program includes:

- Daily Visual Safety Inspections
- Air Filter Cleaning/Replacement
- Blade Sharpening/Replacement
- Routine Oil & Filter Changes
- Fluids Checked and Topped
- Grease All Fittings
- Tire Rotations & Balancing or Replacement
- Brake Inspection and Replacement As Required
- Tune-ups As Required
- Weekly Washing





TERRACARE ASSOCIATES

EXAMPLE OF PPE POLICY





Traffic Control & Staging Area



Safety cones spaced
per MUTCD

Yellow beacon light

Company logo, phone number
and web address



Equipment loaded and unloaded
in coned off area



TERRACARE ASSOCIATES

UNIFORM POLICY



Field Supervisor

Foreman

Field Staff

All shirts and hats are company issued with the TCA logo

TCA SAFETY PROGRAM

Table of Contents

Equipment Safety

- Section 1: Using Handheld Tools*
- Section 2: Operating Compact Excavators*
- Section 3: Safely Transporting Equipment and Materials on Trucks and Trailers*
- Section 4: Operating Chain Saws*
- Section 5: Operating Wood Chippers*
- Section 6: Avoiding Mower-Related Injuries*
- Section 7: Operating Line Trimmers*
- Section 8: Ladder Safety*
- Section 9: Operating and Working Near Backhoe Loaders*
- Section 10: Equipment Lockout/Tagout*
- Section 11: Operating Leaf Blowers*
- Section 12: Operating Skid-Steer Loaders and Compact Utility Loaders*
- Section 13: Operating Snow Blowers*
- Section 14: Operating Masonry Saws and Other Stonecutting Equipment*

Preventing Injuries

- Section 15: Avoiding Carbon Monoxide Poisoning*
- Section 16: Personal Protective Equipment*
- Section 17: Respiratory Protection*
- Section 18: Preventing Lifting Injuries*
- Section 19: Avoiding Traffic Accidents*
- Section 20: Preventing Falls*
- Section 21: Preventing Injuries in New Employees*
- Section 22: Working with Chemicals*
- Section 23: Working Safely Near Water*
- Section 24: Avoiding Insect Bites and Stings*
- Section 25: Preventing Heat-Related Illness*
- Section 26: Avoiding Lightning Strikes*
- Section 27: Protecting Yourself from Sun Exposure*
- Section 28: Avoiding Poisonous Plants*

- Section 29: Working Safely Near Roadways*
- Section 30: Protecting Eyes from Injury*
- Section 31: Avoiding Slips and Trips*
- Section 32: Hearing Protection*
- Section 33: Preventing Cuts and Lacerations*
- Section 34: Protection from Crystalline-Silica Dust*
- Section 35: Avoiding Distractions from Mobile Electronic Devices*
- Section 36: Prevention and First Aid for Cold-Related Illnesses and Injuries*
- Section 37: The Hazards of Workplace Drug and Alcohol Use*
- Section 38: Preventing Slips and Falls in Snow-Removal Areas*
- Section 39: Preventing Musculoskeletal Injuries*
- Section 40: Safely Pruning and Removing Trees*
- Section 41: Safely Installing/Maintaining Green Roofs*
- Section 42: Electrical Safety*

Other Safety

- Section 43: Keeping and Leaving a Safe Jobsite*
- Section 44: Pre-Excavation Safety*
- Section 45: Reporting/Analyzing Close Calls*
- Section 46: The Hazards of Hurrying*
- Section 47: Hazard Communication*
- Section 48: What to Do if OSHA Visits Your Jobsite*
- Section 49: Handling Medical Emergencies and Jobsite Injuries*
- Section 50: Responding to Violence and Unsafe Behaviors*
- Section 51: Dealing with Jobsite Hazards*
- Section 52: Having the Right Safety Attitude*

Training Sign-Off Form



BEST VALUE QUALIFICATIONS STATEMENT

Terracare Associates (formerly VMC Landscape Services) has worked hand-in-hand with the Town of Flower Mound for the past nineteen (19) years, and during this time we have developed a partnership that has benefited both parties. TCA's commitment to customer satisfaction as well as our flexibility in scheduling and staffing has allowed us to meet the Town's demands for festivals, special events, and/or grand openings. We have also proudly sponsored Independence Fest.

In addition to the Town of Flower Mound, TCA is currently performing similar duties for thirteen (13) other Cities in the D/FW area, making our Municipal resume unmatched by any competitor.

Quality work and fair market pricing has been our mainstay and account for the numerous contracts we currently fulfill. Our 19-year work history in Flower Mound has taken any guesswork out of the current request for proposal, thus eliminating the need for us to "estimate" or guess at our costs. Thanks to detailed job cost record keeping, we are able to provide you with an extremely accurate bid.

Safety is the most important aspect of working adjacent to busy streets and highways. TCA takes tremendous pride in our training and safety programs. Weekly meetings are held and documented to ensure our employees are operating equipment properly and safely. TCA also carries Workers Compensation Insurance on all of our employees (even seasonal help) and AAA rated General Liability Insurance to protect our employees, customers and the general public.

Public image runs a close second to safety in regards to importance. All TCA employees are professionally uniformed and easily identified. Our trucks are monitored by GPS units and are clearly labeled with the company logo and phone number. All of our equipment is well maintained by in-house mechanics.

TCA has operated in the Dallas/Fort Worth Metroplex for over 40 years and our Management Staff are accessible 24 hours a day, 7 days a week. TCA is an equal opportunity employer and E-verifies all employees.

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this bid.

If additional space is needed, continue on additional pages and attach to this form



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: April 3, 2017

FROM: Doug Stevens, Assistant Director of Public Works

ITEM: Consider approval of the purchase of creek bank stabilization and erosion control services, associated with the Bakers Branch Stabilization at 1804 Doubletree Trail project, to Knight Erosion Control, Inc., a sole source provider, in the total amount of \$91,039.00.

BACKGROUND INFORMATION: This item includes the purchase and installation of a bag-wall product for use and construction of an 86 linear foot, 14-16 foot high bag-wall for the purpose of creek bank stabilization and to prevent further erosion threatening private property at 1804 Doubletree Trail.

The Town has previously issued bids for this service. As a result, it was determined that the bag-wall product was a proprietary product offered solely by Knight Erosion Control, Inc. The purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the local Government Code) and is exempt from competitive bidding requirements. This proprietary product is sold exclusively to Knight Erosion Control, Inc., by the manufacturer, Quikrete-Dallas.

The Bakers Branch Stabilization at 1804 Doubletree is an approved FY2016-17 Capital Improvement Program Stormwater project.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$91,039.00

Proposed Expenditure:	Account Number(s):
\$91,039.00	610-590-98911

Finance Review by: Debra Wallace, Deputy Town Manager/CFO

DS

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Proposal - Bakers Branch at 1804 Doubletree Trail
2. Sole Source Letter

RECOMMENDATION: Move to approve the purchase of creek bank stabilization and erosion control services, associated with the Bakers Branch Stabilization at 1804 Doubletree Trail project, to Knight Erosion Control, Inc., a sole source provider, in the total amount of \$91,039.00.



KNIGHT EROSION CONTROL, INC.
P.O. Box 202541
Arlington, Texas 76006
Metro: 817/640-4442 Fax: 817/649-7782
www.knighterosioncontrol.com

Date: 2/28/17

Proposal No. 2

Proposal Submitted To

Work Performed At

Town of Flower Mound

Attn: Doug Stevens
2120 Cross Timbers Rd.
Flower Mound, TX, 75028
972/874-6411 Fax: 972/874-6480
Doug.Stevens@flower-mound.com

- **Site Location:** 1804 Doubletree Trail, Flower Mound, TX.
- Armor creek embankment with R-Rap Wall, with Manta ray anchors.

We hereby propose to furnish all the materials and perform the labor necessary for the completion of approximately 86 L.F. of **RRap Wall** 14 to 16 feet tall. A continuous gravel drain with fabric wrapped to soil side with a continuous drain pipe will be installed at base of wall to relieve hydraulic pressure and trap the soil.

Proposal Includes: Water management, clearing and haul off, excavation, gravel and fill, compaction, geo-grid, drainage, manta ray earth anchors, and site restoration.

R-Rap Wall	\$ 83,964.00
TOPO Survey, Hydrology Study, & Engineering	\$ 7,075.00
Total	\$ 91,039.00

All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and/or specifications submitted for above work and completed in a workmanlike manner for the amount listed above with payments to be made as follows: **Mobilization/Balance upon completion**

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **KNIGHT EROSION CONTROL, INC.**

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Per 
Russell Hergesell

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED: _____

DATE: _____

ACCEPTED: _____

DATE: _____



QUIKRETE- DALLAS
1008 East Highway 67
Alvarado, Tx 76009-3302
(817) 783-3010
(817) 783-3089 Fax

March 13, 2017

Mr. Doug Stevens
Town of Flower Mound
2120 Cross Timbers Road
Flower Mound, TX 75028

Dear Mr. Stevens,

This letter is to serve as documentation that Knight Erosion Control (KEC) purchases their Rip Rap product exclusively from the Quikrete Companies. We supply them with a proprietary bag sold exclusively to KEC. Carl Hergesell and KEC have been doing business with Quikrete, formerly Rich Mix Products since the mid 1980's.

Sincerely,

A handwritten signature in black ink that reads "Andy Morton". The signature is written in a cursive, flowing style.

Andy Morton
Vice President Sales – SW Regional
The Quikrete Companies
1008 E. HWY 67
Alvarado, TX 76009





TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: April 3, 2017

FROM: Doug Stevens, Assistant Director of Public Works

ITEM: Consider approval of the purchase of creek bank stabilization and erosion control services, associated with Wichita Creek, to Knight Erosion Control, Inc., a sole source provider, in the amount of \$19,999.00 for the Creek Bank Stabilization at 3100 River Hill Drive, and the amount of \$44,999.00 for the Creek Bank Stabilization at 5105 River Hill Drive.

BACKGROUND INFORMATION: This item includes the purchase and installation of a bag-wall product for use and construction of a 66 linear foot, 8-foot high bag-wall for the purpose of creek bank stabilization and to prevent further erosion threatening private property at 5105 River Hill Drive; and for use construction of an 65 linear foot, 1 to 3-foot high bag-wall for the purpose of creek bank stabilization and to prevent further erosion threatening private property at 3100 River Hill Court.

Both the Creek Bank Stabilization at 5105 River Hill Drive, and the Creek Bank Stabilization at 3100 River Hill Court, are approved FY2016-17 Capital Improvement Program projects, and are funded by Stormwater Fees.

The Town has previously issued bids for this service. As a result, it was determined that the bag-wall product was a proprietary product offered solely by Knight Erosion Control, Inc. The purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the local Government Code) and is exempt from competitive bidding requirements. This proprietary product is sold exclusively to Knight Erosion Control, Inc., by the manufacturer, Quikrete-Dallas.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$64,998.00

Proposed Expenditure:	Account Number(s):
\$19,999.00	610-590-98913 3100 River Hill Drive
\$44,999.00	610-590-98914 5105 River Hill Drive

Finance Review by: Debra Wallace, Deputy Town Manager/CFO

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Proposal – 3100 River Hill Drive
2. Proposal – 5105 River Hill Court
3. Sole Source Letter

RECOMMENDATION: Move to approve the purchase of creek bank stabilization and erosion control services, associated with Wichita Creek, to Knight Erosion Control, Inc., a sole source provider, in the amount of \$19,999.00 for the Creek Bank Stabilization at 3100 River Hill Drive, and the amount of \$44,999.00 for the Creek Bank Stabilization at 5105 River Hill Drive.



KNIGHT EROSION CONTROL, INC.
P.O. Box 202541
Arlington, Texas 76006
Metro: 817/640-4442 Fax: 817/649-7782
www.knighterosioncontrol.com

Date: 2/28/17

Proposal No. 2

Proposal Submitted To

Work Performed At

Town of Flower Mound

Attn: Doug Stevens
2120 Cross Timbers Rd.
Flower Mound, TX, 75028
972/874-6411 Fax: 972/874-6480
Doug.Stevens@flower-mound.com

- **Site Location:** 3100 River Hill Ct., Flower Mound, TX.
- Armor top of slope with R-Rap Wall to create a More manageable grade off garage; connect downspouts through face of proposed wall.

We hereby propose to furnish all the materials and perform the labor necessary for the completion of approximately 65 L.F. of **R-Rap Wall** 1 ½ to 3 feet tall. A continuous gravel drain with fabric wrapped to soil side with a continuous drain pipe will be installed at base of wall to relieve hydraulic pressure and trap the soil.

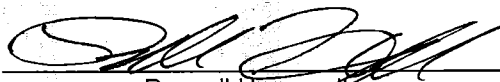
R-Rap Wall \$ 19,999.00

All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and/or specifications submitted for above work and completed in a workmanlike manner for the amount listed above with payments to be made as follows: Mobilization/Balance upon completion

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **KNIGHT EROSION CONTROL, INC.**

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Per


Russell Hergesell

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED: _____

DATE: _____

ACCEPTED: _____

DATE: _____



KNIGHT EROSION CONTROL, INC.
P.O. Box 202541
Arlington, Texas 76006
Metro: 817/640-4442 Fax: 817/649-7782
www.knighterosioncontrol.com

Date: 2/28/17

Proposal No. 2

Proposal Submitted To

Work Performed At

Town of Flower Mound

Attn: Doug Stevens
2120 Cross Timbers Rd.
Flower Mound, TX, 75028
972/874-6411 Fax: 972/874-6480
Doug.Stevens@flower-mound.com

- **Site Location:** 5105 River Hill Drive, Flower Mound, TX.
- Armor creek embankment with R-Rap Wall, with Manta Ray anchors.

We hereby propose to furnish all the materials and perform the labor necessary for the completion of approximately 66 L.F. of **RRap Wall** 8 feet tall. A continuous gravel drain with fabric wrapped to soil side with a continuous drain pipe will be installed at base of wall to relieve hydraulic pressure and trap the soil.

Proposal Includes: Water management, clearing and haul off, excavation, gravel and fill, compaction, geo-grid, drainage, manta ray earth anchors, and site restoration.

	R-Rap Wall	\$ 37,924.00
TOPO Survey, Hydrology Study, &	Engineering	\$ 7,075.00
	Total	\$ 44,999.00

All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and/or specifications submitted for above work and completed in a workmanlike manner for the amount listed above with payments to be made as follows: Mobilization/Balance upon completion

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **KNIGHT EROSION CONTROL, INC.**

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Per

Russell Hergesell

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED: _____

DATE: _____

ACCEPTED: _____

DATE: _____



QUIKRETE- DALLAS
1008 East Highway 67
Alvarado, Tx 76009-3302
(817) 783-3010
(817) 783-3089 Fax

March 13, 2017

Mr. Doug Stevens
Town of Flower Mound
2120 Cross Timbers Road
Flower Mound, TX 75028

Dear Mr. Stevens,

This letter is to serve as documentation that Knight Erosion Control (KEC) purchases their Rip Rap product exclusively from the Quikrete Companies. We supply them with a proprietary bag sold exclusively to KEC. Carl Hergesell and KEC have been doing business with Quikrete, formerly Rich Mix Products since the mid 1980's.

Sincerely,

A handwritten signature in black ink that reads "Andy Morton". The signature is written in a cursive, flowing style.

Andy Morton
Vice President Sales – SW Regional
The Quikrete Companies
1008 E. HWY 67
Alvarado, TX 76009





TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: April 3, 2017

FROM: David Bauer, Construction Manager

ITEM: Consider approval of Change Order No. 1 for the Twin Coves Park Improvements project, through the Construction Manager at Risk (CMR) Agreement with Dean Electric, Inc., dba, Dean Construction, at a not to exceed amount of \$438,857.98, for a total CMR contract value of \$3,319,729.95; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Twin Coves Park Improvements project includes design and construction of a two pavilions, concrete and nature trails, a skid ramp and kayak launch, disc golf, grass volleyball court, playground with landscaping and irrigation, masonry retaining walls, and signage. A portion of the funding for the project is being provided by a grant from the Texas Parks and Wildlife Department (TPWD) in the amount of \$400,000.00 with a \$438,857.98 in local match provided by the Town.

The Construction Manager at Risk (CMR) contract with Dean Construction was awarded by Town Council on November 2, 2015, in the amount of \$2,880,871.97. Change Order No.1 provides for all of the elements listed above and additional work identified outside of the grant which includes an asphalt overlay on existing asphalt roads, not replaced by the concrete, and flowable fill, in a ditch line that settled during the extensive flooding over the last two years. Additional sewer services and stainless steel control enclosures for the electrical to the lift stations are included as well.

FISCAL IMPACT: \$438,857.98

Proposed Expenditure:	Account Number(s):
\$158,245.00	350-584-90802
100,000.00	505-110-90802
14,696.98	532-110-90802
165,916.00	630-960-90802

Finance Review by: Debra Wallace, Deputy Town Manager/CFO

LEGAL REVIEW: The Town's standard AIA Change Order form documents were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this change order.

ATTACHMENTS:

1. Change Order No. 1

RECOMMENDATION: Move to approve Change Order No.1 for the Twin Coves Park Improvements project, through the Construction Manager at Risk (CMR) Agreement with Dean Electric, Inc., dba, Dean Construction, at a not to exceed amount of \$438,857.98, for a total CMR contract value of \$3,319,729.95; and authorize the Mayor to execute same on behalf of the Town.



AIA Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT: (Name and address) Twin Coves Park Improvements 1350 Twin Coves Park Road Flower Mound, TX 75028	CHANGE ORDER NUMBER: 001	OWNER ☐
	INITIATION DATE:	CONSTRUCTION MANAGER ☒
	PROJECT NUMBERS:	ARCHITECT ☐
TO CONTRACTOR: (Name and address) Dean Electric Inc., dba Dean Construction 701 Hall Street Cedar Hill, TX 75104	CONTRACT DATE: 11/5/2015	CONTRACTOR ☐
	CONTRACT FOR: Park Improvements	FIELD ☐
		OTHER ☐

The Contract is changed as follows:

Please See Attachment A (notes concerning specific item numbers below);

- Item 34 - Piers instead of a structural slab
- Item 36 - To water level at the time of construction
- Item 37 - Use on-site materials
- Item 39 - 4 holes instead of 9 holes
- Item 44 - Piers instead of a structural slab

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 2,880,871.97
Net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 2,880,871.97
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$ 438,857.98
The new Contract Sum including this Change Order will be	\$ 3,319,729.95
The Contract Time will be (increased) (unchanged) (decreased) by (301) days	
The date of Substantial Completion as of the date of this Change Order therefore is	June 30, 2017

(Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Dean Electric, Inc. dba Dean Construction
CONSTRUCTION MANAGER

701 Hall St. Cedar Hill, TX 75104
ADDRESS

BY [Signature] DATE 3/17/2017

ARCHITECT

ADDRESS

BY _____ DATE _____

CONTRACTOR

ADDRESS

BY _____ DATE _____

OWNER

ADDRESS

BY _____ DATE _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Document G701/CMa™ – 1992 Instructions

Change Order - Construction Manager-Adviser Edition

GENERAL INFORMATION

Purpose

This document is intended for use in implementing changes in the Work agreed to by the Owner, Construction Manager, Architect and Contractor. Execution of a completed G701/CMa form indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time. In contrast, AIA Document G714/CMa, Construction Change Directive, Construction Manager-Adviser Edition, should be used in situations where, for whatever reason, the Owner and Contractor have not reached agreement upon the proposed changes in Contract Sum or Contract Time, and where changes in the Work need to be implemented expeditiously in order to avoid a delay in the Project.

Related Documents

This document was prepared for use under the terms of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition.

Use of Current Documents

Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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COMPLETING THE G701/CMa FORM

Description of Change in the Contract

Insert a detailed description of the change to be made in the Contract by this Change Order, including any Drawings, Specifications, documents or other supporting data to clarify the scope of the change.

Determination of Costs

Insert the following information in the blanks provided, and strike out the terms in parentheses that do not apply: the original Contract Sum or Guaranteed Maximum Price; the net change by previously authorized Change Order (note that this does not include changes authorized by Construction Change Directive unless such a change was subsequently agreed to by the Contractor and recorded as a Change Order); the Contract Sum or Guaranteed Maximum Price prior to this Change Order; the amount of increase or decrease, if any, in the Contract Sum or Guaranteed Maximum Price; and the new Contract Sum or Guaranteed Maximum Price as adjusted by this Change Order.

Change in Contract Time

Insert the following information in the blanks provided, and strike out the terms in parentheses that do not apply: the amount (in days) of the increase or decrease, if any, in the Contract Time; and the date of Substantial Completion, including any adjustment effected by this Change Order.

EXECUTION OF THE DOCUMENT

When the Owner, Construction Manager, Architect and Contractor have reached agreement on the change to be made in the Contract, including any adjustments in the Contract Sum (or Guaranteed Maximum Price) and Contract Time, the G701/CMa document should be executed in quadruplicate by the two parties, the Construction Manager and Architect, each of whom retains an original.

Attachment A

Twin Coves Park Improvements Change Order 1

<u>Item</u>		
<u>No.</u>	<u>Description</u>	<u>Costs</u>
31	Erosion Control	2,112.57
32	Earthwork	32,960.07
33	Trail at Kayak Launch	7,194.33
34	Pavilion #1	58,633.23
35	Grill Concert	200.77
36	Skid Ramp	4,048.90
37	Rip Rap	10,038.60
38	Kayak Launch	47,822.78
39	Disc Golf	6,673.44
40	Playground Border/Ramp	6,692.40
41	Irrigation	16,135.38
42	Playground Equipment	33,462.00
43	Gravel/Fabric at Playground	4,461.60
44	Pavilion #2	58,633.23
45	Flatwork	15,158.29
46	Low Water Crossing	3,903.90
47	Stairs	7,807.80
48	Electrical	12,548.25
49	Cast Iron Grill	6,134.70
50	Grills/Plaque/Signage	7,211.06
51	Horse Shoe/Washers	2,398.11
52	Turf	19,092.30
53	3" of Flex Base	3,903.90
54	Raise 2 Manholes in Overlay Area	1,338.48
55	Overlay	96,375.58
56	Overlay Small Parking Lot	20,919.33
57	Fire Rings	7,138.56
58	Water to Space #20	2,007.72
59	2 Additional Sewer Services	5,019.30
60	Sensors to Replace Float	11,706.12
61	Stainless Electrical Enclosures	3,178.89
27	Deduct Unused Contingency	(76,053.60)
CO1 Total		438,857.98

Current Contract Value	2,880,871.97
Change Order 1	438,857.98
New Contract Value	3,319,729.95



TOWN COUNCIL AGENDA ITEM NO. 8

REGULAR ITEM

DATE: April 3, 2017

FROM: Chuck Russell, Senior Planner

ITEM: Public Hearing to consider a request for a Comprehensive Sign Package (CSP17-0001 – Stryker Industrial) for Stryker Industrial to allow a painted roof sign. The property is generally located east of Lake Forest Boulevard, between Lakeside Parkway and Silveron Boulevard. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its March 27, 2017, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. No changes or new information has been received since that meeting.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve a request for a Comprehensive Sign Package (CSP17-0001 – Stryker Industrial) for Stryker Industrial to allow a painted roof sign.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: March 27, 2017

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for a Comprehensive Sign Package (CSP17-0001 – Stryker Industrial) for Stryker Industrial to allow a painted roof sign. The property is generally located east of Lake Forest Boulevard, between Lakeside Parkway and Silveron Boulevard.**

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the request is to obtain approval of a Comprehensive Sign Package (CSP) in order to paint a non-illuminated logo sign across the roof of the approximately 250,900-square-foot Stryker facility currently under construction. The Town's sign regulations do not currently address this type of sign, necessitating the need for Council approval of a CSP.

The requested rooftop sign will not be visible from street level on any side of the property and is intended only for view by air during daylight hours; namely for traffic coming into and out of DFW International Airport located approximately 3 miles south of this site. The sign will include the Stryker brand logo in black, painted letters and will measure approximately 220 feet by 55 feet (See Attachment B(1)).

The Town's Sign Code states that the purpose of a Comprehensive Sign Package is to "allow for a specialized review of signs which may have meritorious design and seek to promote a unique quality for an existing or proposed development, but which require special consideration."

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200

feet of the subject property for all Comprehensive Sign Package requests. At the time this report was written, staff had received no correspondence regarding the request.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

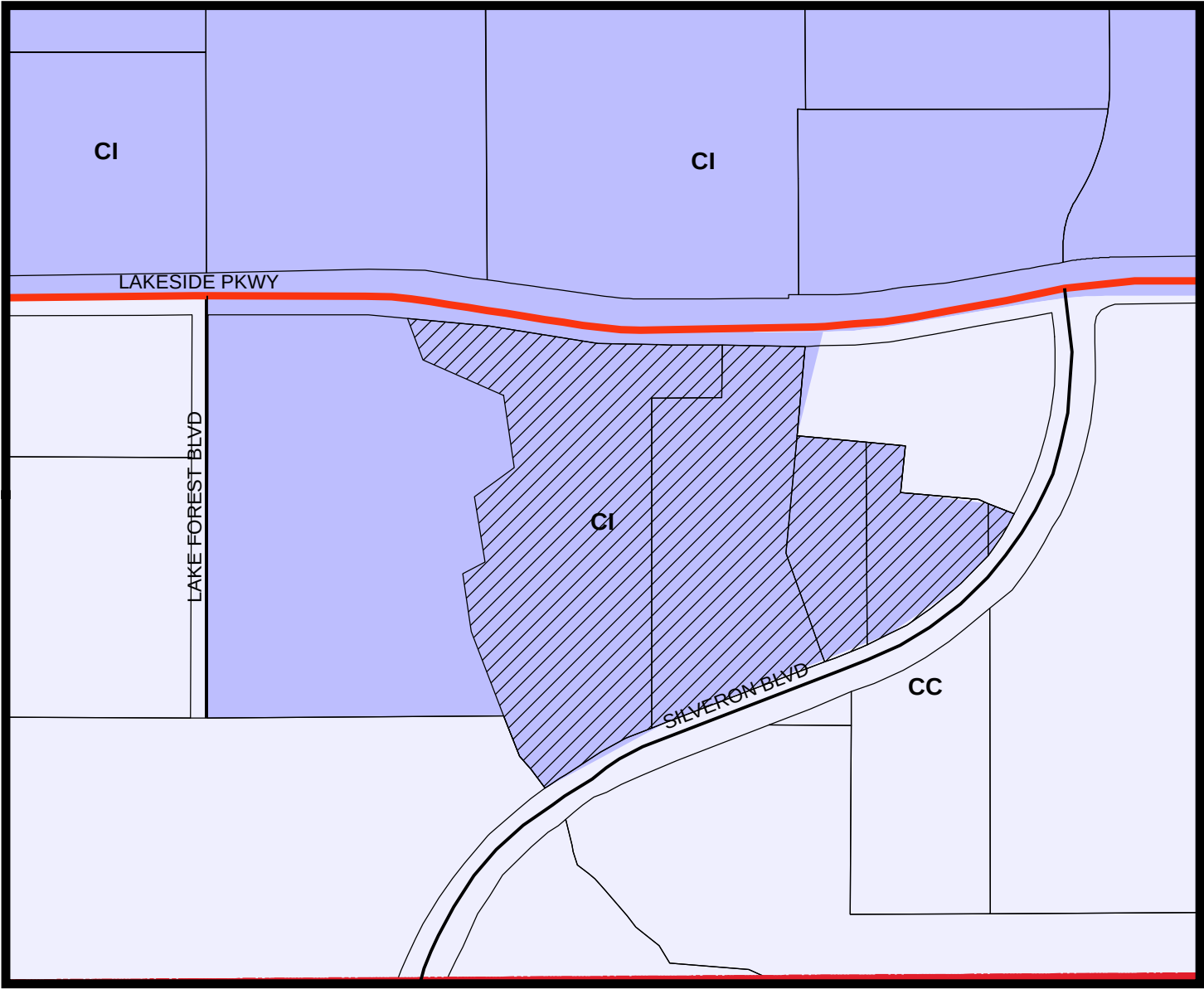
B. Application Details

1. Comprehensive Sign Package



Vicinity Map

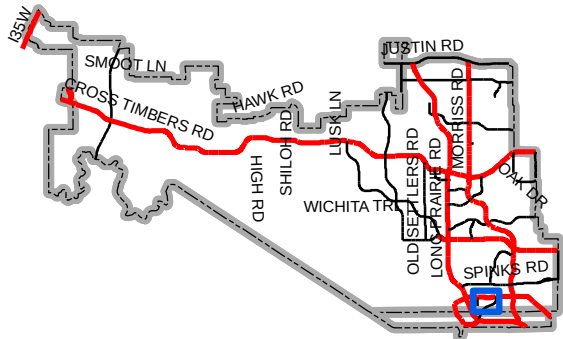
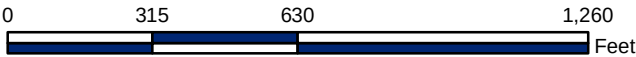
Reference Project: CSP17-0001



LEGEND

-  Campus Industrial
-  Campus Commercial

 Subject Property



Map Location



March 9, 2017

Town of Flower Mound
Planning Services
1001 Cross Timbers Road, Suite 2330
Flower Mound, Texas 75028

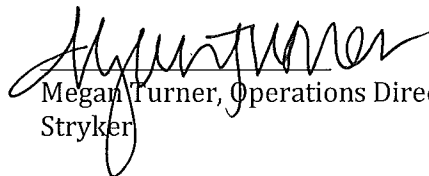
RE: Stryker Communications Comprehensive Sign Package – 571 Silveron Boulevard – Letter of Intent

To Whom It May Concern;

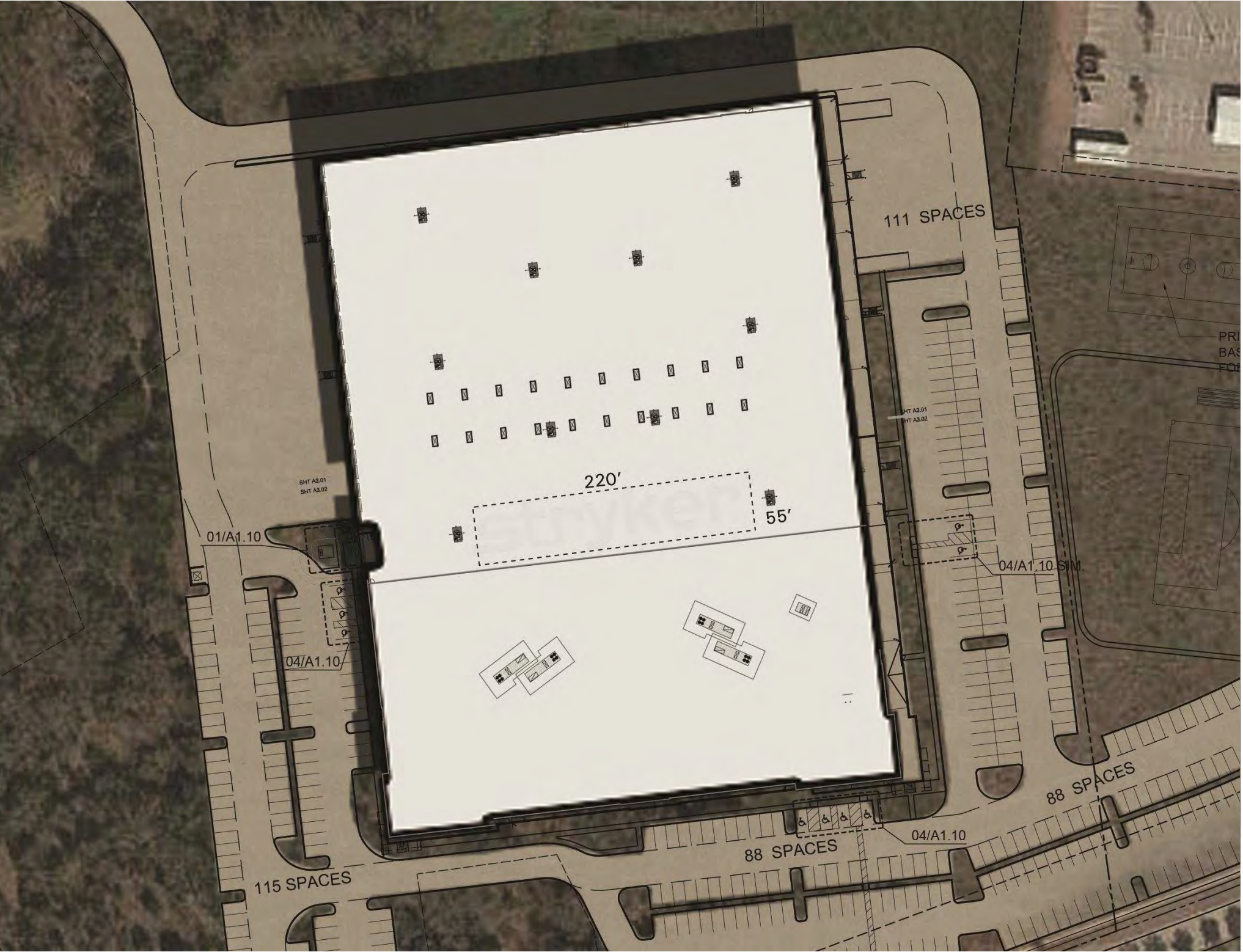
Stryker Communications is submitting a Comprehensive Sign Package request for the building under construction at situs address 571 Silveron Boulevard (legal description of property per Denton County A0692A J. Knight, TR 9C, 2.4035 acres), which will include a non-lighted logo sign across the roof of the approximately 250,900 square-foot facility. The site is presently zoned PD145 and is approximately 2.4035 acres in total size.

The requested roof-top sign will not be visible from street level on any side of the property and is intended only for view by air; namely for traffic coming into and out of DFW International Airport located approximately 3 miles south of this site. The sign will include the Stryker brand logo in black, painted letters and will measure approximately 220' by 55' (see included Site Plan and signage dimensions).

Stryker Communications
1410 Lakeside Parkway, Suite 100
Flower Mound, Texas 75028


Megan Turner, Operations Director
Stryker

Date 15 MAR 17







TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: April 3, 2017

FROM: Poornima Srinarasi, Senior Planner

ITEM: Consider a request for a Site Plan (SP16-0022 - Jerry's Express Car Wash) to develop a car wash with an exception to Section 82-302, Compatibility buffer, and an exception to Section 82-303, Compatibility setback, of the Code of Ordinances. The property is generally located at the northeast corner of Spinks Road and Long Prairie Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its March 27, 2017, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. No changes or new information has been received since that meeting.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve a request for a Site Plan (SP16-0022 - Jerry's Express Car Wash) to develop a car wash with an exception to Section 82-302, Compatibility buffer, and an exception to Section 82-303, Compatibility setback, of the Code of Ordinances.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: March 27, 2017

FROM: Poornima Srinarasi, Senior Planner

ITEM: Consider a request for a Site Plan (SP16-0022 - Jerry's Express Car Wash) to develop a car wash with an exception to Section 82-302, Compatibility buffer, and an exception to Section 82-303, Compatibility setback, of the Code of Ordinances. The property is generally located at the northeast corner of Spinks Road and Long Prairie Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and, aside from the requested exceptions, has been found to be in conformance with all applicable Town regulations.

The project has a companion Record Plat application (RC17-0001) for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop a 4,957-square-foot, single-story car wash facility to be located on a 2.2-acre tract of land. The property is currently zoned Planned Development District-38 (PD-38) for Commercial District-2 (C-2) uses and master-planned for Campus Commercial uses within the Lakeside Business District area plan. The existing zoning allows a *car wash, automatic* use by right.

Access to the property will be from Long Prairie Road and Spinks Road. The site plan depicts the car wash facility with 7 required parking spaces for the proposed use calculated at the ratio of one space for every 750 square feet of the facility. The site plan also depicts 21 vacuum stations located at the rear/north of the building with limited visibility from Long Prairie Road or Spinks Road.

The landscape plan depicts necessary landscape buffers and required number of trees within the buffer area and the street yard. The vacuum stations are treated differently from the regular parking spaces and do not require to be located

within 50 feet of a tree. The proposed development complies with the Town's landscape requirements.

The development standards for PD-38 established a 65-foot front building line and a 25-foot landscape buffer along both Long Prairie Road and Spinks Road. The proposed site plan is consistent with the development guidelines in PD-38. The building material predominantly consists of stone and stucco both of which are considered as primary masonry materials. The color of building materials and the architecture meets the Town's Urban Design Plan.

A. Exception to Compatibility standards

The residential compatibility standards apply when a non-residential development is proposed adjacent to an existing residential use or zoning, or designated for residential use on the comprehensive master plan. The property to the north is currently owned by Lewisville ISD and zoned Agricultural. The Master Plan designates this property for Campus Commercial uses along the frontage of Long Prairie Road and Low Density residential for the remainder of the property. Due to the constriction set by the 65-foot front building line along both frontages, and Master Plan designation and anticipated non-residential uses on the adjacent LISD property to the north, the applicant is requesting a waiver to:

1. Compatibility Buffer
 - a. A six-foot masonry wall and a 25-foot landscape buffer along the north property line; and
2. Compatibility Setback
 - a. A 60-foot setback from the north property line. Majority of the building is located at 54 feet from the property line with the exception of a projection for a vacuum enclosure that is located at approximately 42 feet from the property line.

III. CORRESPONDENCE

As required by the Town Code, a notice was sent to the adjacent property owner regarding the compatibility exception requests. The applicant has provided a letter of support from Lewisville ISD, which is the only affected property owner to the north (Attachment A(4)).

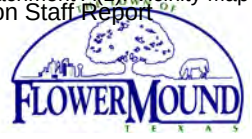
IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. PD-38
4. Letter of Support from Lewisville ISD

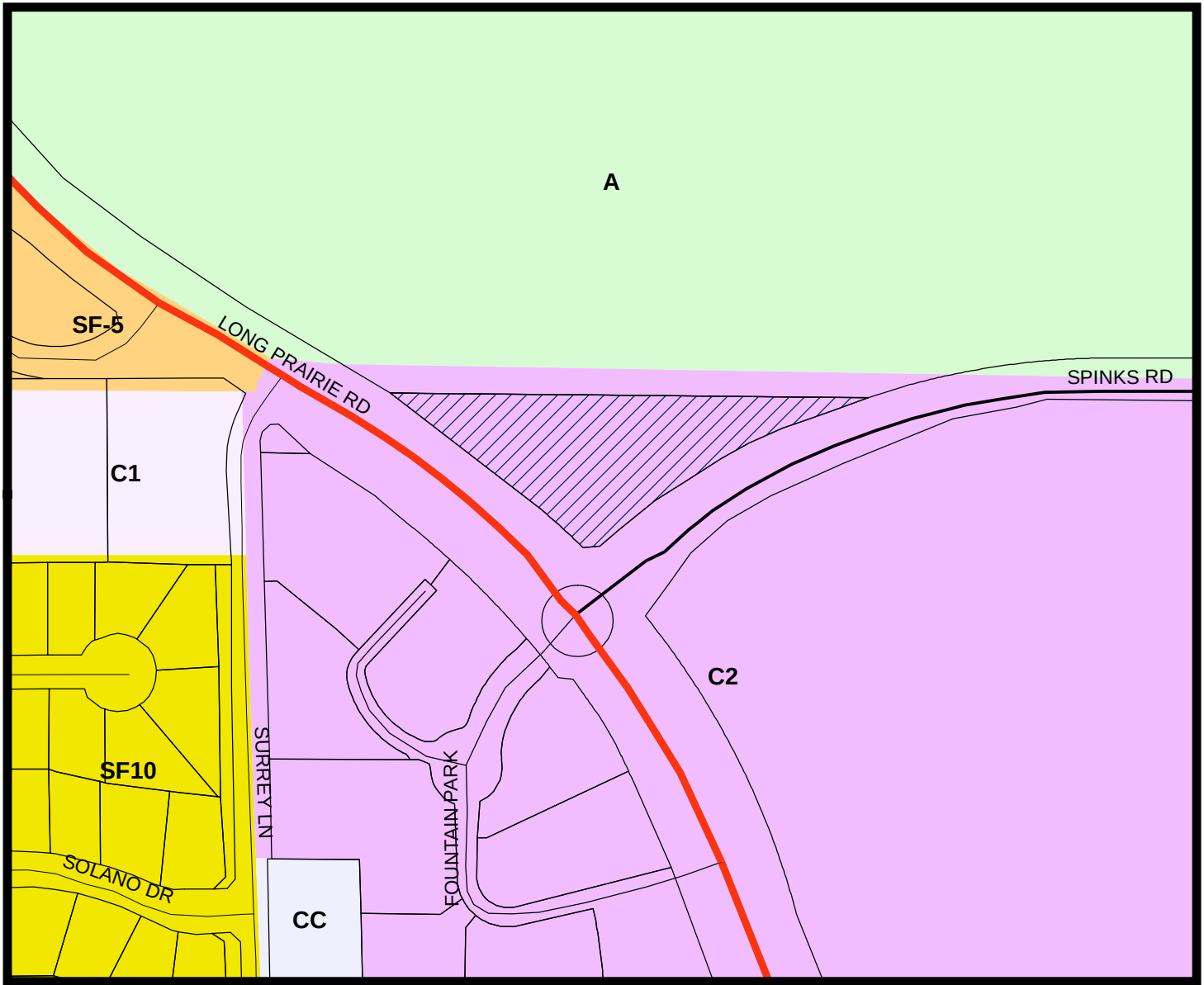
B. Application Details

1. Site Plan Package

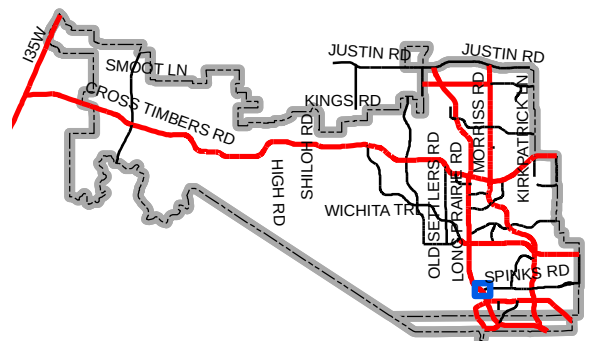
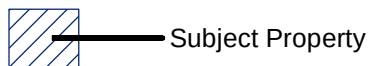
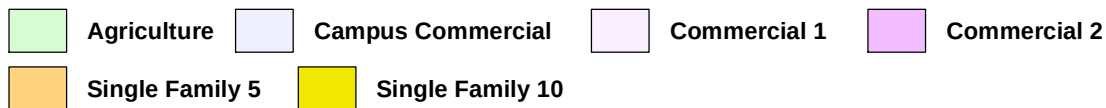


Vicinity Map

Reference Project: RC17-0001 & SP16-0022



LEGEND



Map Location



March 21, 2017

Poornima Srinarasi, Senior Planner
Development Services
The Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028.

Re: SP16-0022 Jerry's Express Car Wash Letter of Intent

Ms. Srinarasi,

We are writing as requested to describe our project in compliance with development standards of The Town of Flower Mound.

Land Use: Lakeside Business District / Campus Commercial

Acreage of Subject Property: Parcel No. R18004, 2.23 Acres

Proposed Zoning: PD-38 with C2 uses (No change) **and Specific Operations:** Automated Tunnel Car Wash with no finishing services. Customers remain in vehicles using Automated Tellers for service selection. (There is only one use and operation is by a single Owner.)

Area of Proposed Buildings: (Development will be in single phase.)

Wash tunnel, equipment and office: 4,957SF

Gated masonry refuse container enclosure: 150SF

Special Considerations: This site is triangular in shape, with access from Long Prairie and Spinks Roads limited to the east and west corners of the site along the north line by existing median openings. These access points prescribe the location of access drives and required Fire Lanes, consequently requiring the paving of the entire length south of the north property line. This severely limits the areas available for landscape of the required 60' setback and 25' landscape buffer. We are adding extensive landscaping elsewhere within the site to give an exceptionally attractive overall appearance.

In addition, the resulting constriction of the property against the required building, landscape and parking setbacks reduces the useable area remaining on the site so that building encroachment into the required 60' Compatibility Setback is unavoidable.

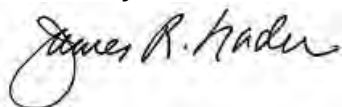
We also request exception to complying with the masonry separation wall requirement.

We are providing 7 parking spaces, including 1 Accessible space. Our on-site staff count is 3-5 workers and customers do not normally access our office. The customers remain in their vehicles, so when occupied the Wash Tunnel is considered customer parking, an additional 4-5 spaces. The Vacuum spaces are not "parking spaces" as such, but customer use areas, and are screened from the street view by the building and landscaping.

All mechanical systems will be screened from view of any direction. We have omitted materials which might be construed to be "Franchise Architecture", complying with material standards of the Master Plan. We have modified our design to comply with maximum linear plane length. Our primary building entrance points are at the east end of our Wash Tunnel. The Tower entrance is for personnel only.

Please do not hesitate to respond with any questions or observations.

Yours truly,

A handwritten signature in black ink, appearing to read "James R. Nader". The signature is fluid and cursive, with the first name "James" and last name "Nader" clearly distinguishable.

James R. Nader,

FAIA JRN;jn

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 17-86

AN ORDINANCE AMENDING ORDINANCE NO. 1-75, THE ZONING ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, GRANTING A ZONING CHANGE ON A CERTAIN TRACT OF LAND WITHIN THE TOWN OF FLOWER MOUND, TEXAS BEING APPROXIMATELY 32.294 ACRES OF LAND IN THE J. TANNEHILL SURVEY, ABSTRACT NO. 1252, DENTON COUNTY, TEXAS, AS MORE FULLY DESCRIBED IN EXHIBIT "A", ORDERING A CHANGE IN THE USE OF SAID TRACT OF LAND AS PARTICULARLY DESCRIBED HEREIN FROM A, AGRICULTURAL DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT NO. 38 FOR C-2, COMMERCIAL DISTRICT-2 USES IN ACCORDANCE WITH THE REQUIREMENTS STATED IN THE EXHIBITS ATTACHED HERETO AND INCORPORATED HEREIN, AND WITH THE SPECIFIC REQUIREMENTS CONTAINED IN THIS ORDINANCE, AND WITH A COMPREHENSIVE SITE PLAN OF THE DEVELOPMENT; PROVIDING A SEVERABILITY CLAUSE; DETERMINING THAT THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE DEMAND THE ZONING CHANGES AND AMENDMENTS HEREIN MADE; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS; AND DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application was made to amend the official Zoning District Map of the Town of Flower Mound, Texas, by making application for the same with the Planning and Zoning Commission of the Town of Flower Mound, Texas, as required by State statutes and the Zoning Ordinance of the Town of Flower Mound, Texas, and all the legal requirements, conditions and pre-requisites having been complied with, the case having come before the Town Council of the Town of Flower Mound, Texas, after all legal notices, requirements, conditions and pre-requisites having been complied with; and

WHEREAS, the Developer and Owner, the Planning and Zoning Commission and the Town Council all agree the Tract located west of Farm-to-Market Road 2499 in this Planned Development District is best suited for development in accordance with the campus commercial concept described on the Flower Mound Land Use and Thoroughfare Plan adopted by Ordinance No. 80-85 on the 23rd day of December, 1985, and

WHEREAS, the Town Council of the Town of Flower Mound, Texas, at a public hearing called by the Town Council did consider the following factors in making a determination as to whether these requested changes should be granted or denied; safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and damages, noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood, location, lighting and types of signs and relation of signs to traffic control and adjacent property, street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood, adequacy of parking as determined by requirements of

this ordinance for off-street parking facilities, location of ingress and egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust, effect on the promotion of health and the general welfare, effect on light and air, the effect on the overcrowding of the land, the effect on the concentration of population, the effect on the transportation, water, sewerage, schools, parks and other public facilities; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas, at a public hearing called by the Town Council of the Town of Flower Mound, Texas, did consider the following factors in making a determination as to whether the requested changes should be granted or denied; effect on the congestion of the streets, the fire hazards, panics and other dangers possibly present in the securing of safety from same, the effect on the promotion of health and the general welfare, effect on adequate light and air, the effect on the transportation; water, sewerage, schools, parks and other public facilities; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas, further considered among other things the character of the districts and their peculiar suitability for particular uses and the view to conserve the value of the buildings, encourage the most appropriate use of land throughout this Town; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas does find that there is a public necessity for the zoning changes, that the public demands them, that the public interest clearly requires the amendments, that the zoning changes do not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas, does find that the changes in zoning lessen the congestion in the streets, helps secure safety from fire, panic and other dangers; promotes the health and the general welfare; provides adequate light and air; prevents the over-crowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Town Council of the Town of Flower Mound, Texas, has determined that there is a necessity and need for the changes in zoning and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the tract of land requested for a change since the tract of land was originally classified and therefore feels that the respective changes in zoning classification for the tract of land are needed, are called for, and are in the best interest of the public at large, the citizens of the Town of Flower Mound, Texas, and helps promote the general health, safety and welfare of the community.

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

Section 1. That all of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2. That Ordinance No. 1-75, the Zoning Ordinance of the Town of Flower Mound, Texas passed on January 9, 1975, as originally adopted and amended, is hereby amended and changed in the following particulars and all other existing Sections, Subsections, Paragraphs, Sentences, Definitions, Phrases and Words of said Zoning Ordinance are not amended, but remain intact and are hereby ratified, verified and affirmed.

A. That the allowed use of a tract of land being approximately 32.294 acres of land in the J. Tannehill Survey, Abstract No. 1252, and the M. L. Cowan Survey, Abstract No. 1637, Denton County, Texas as more particularly described in Exhibit "A" attached hereto and incorporated herein, which in accordance with the Zoning Ordinance, Ordinance No. 1-75 is presently zoned A, Agricultural District is changed to PD, Planned Development District No. 38 for C-2, Commercial District-2 uses in accordance with the requirements stated in the Exhibits attached hereto and incorporated herein, and with the specific requirements contained in this Ordinance, and with the comprehensive site plan of the development.

Section 3. That a zoning map, a copy of which is attached hereto as Exhibit "C" and incorporated herein, showing the general layout of Planned Development District No. 38 was submitted by the Developer and Owner and reviewed and approved by the Town Council upon the recommendation of the Planning and Zoning Commission for approval as a general development plan.

Section 4. That a comprehensive site plan which shall be in substantial conformity with the general development plan shown in Exhibit "C" shall be submitted by the Developer and Owner as required by the Zoning Ordinance, Ordinance No. 1-75 for each Tract in this Planned Development District and shall be approved by the Planning and Zoning Commission and the Town Council and filed as part of this Ordinance prior to the issuance of any Building Permit in each such Tract in this Planned Development District.

Section 5. That the herein described property shall be used only in the manner and for the purpose provided by the Zoning Ordinance, Ordinance No. 1-75, as amended herein by the granting of this Planned Development District.

Section 6. That the development of the herein described property shall be developed in accordance with all PD, Planned Development District regulations as provided by the Zoning Ordinance, Ordinance No. 1-75, except as otherwise provided by this Ordinance.

Section 7. That in carrying out the development of this PD, Planned Development District, the development conditions shall be conditions precedent to the granting of any Certificate of Occupancy as required in the Zoning Ordinance, Ordinance No. 1-75.

Section 8. The Town Manager is hereby directed to correct the official zoning district maps of the Town of Flower Mound, Texas, to reflect the herein changes in zoning.

Section 9. That in all other respects the use of the property herein above described shall be subject to all the applicable regulations contained in said Zoning Ordinance and all other applicable and pertinent ordinances for the Town of Flower Mound, Texas.

Town Attorney

9.600 Acre Tract:

SITUATED in Denton County, Texas, in the J. Tannehill Survey, Abstract No. 1252, being a resurvey of the 9.550 acre Tract A described in a deed from Dorothy D. Coker, Executrix to Charles J. Wilson dated December 15, 1970, recorded in Volume 612, Page 618, of the Denton County Deed Records, being described by metes and bounds as follows:

BEGINNING at an iron pin set at the northeast corner of said 9.550 acre tract, in the west R.O.W. line of Farm Road No. 2499, same being the southeast corner of the 0.116 acre of land described in a deed from Joseph B. Coker and wife, Dorothy D. Coker to the town of Flower Mound dated September 13, 1965, recorded in Volume 531, Page 173, of the Denton County Deed Records; a water tower is located on said 0.116 acre tract;

THENCE southerly with said west R.O.W. line as follows:

South 53°34'36" east, 233.8 feet to a broken concrete R.O.W. marker at the point of curvature of a curve to the right, from

which the radius center lies south 36°25'24" west, 909.93 feet;

THENCE with said curve to the right, an arc of 861.93 feet around a central angle of 54°16'23" to a concrete R.O.W. marker at the point of tangency of said curve;

THENCE south 0°41'47" west 37.5 feet to an iron pin set at the southeast corner of said 9.550 acre tract for a corner;

THENCE north 87°55'47" west 498.84 feet with the south line of said 9.550 acre tract and with an established fence to an iron pin set at the south, southwest corner of said 9.550 acre tract for a corner; same being the southeast corner of a 1.00 acre tract described in a deed from Flanagan to Greener dated September 27, 1973, recorded in Volume 686, Page 586, of the Denton County Deed Records;

THENCE north 0°24' west, 261.11 feet with the east line of said 1.00 acre tract to an iron pin set for a corner at the northeast corner of said 1.00 acre tract;

THENCE north 87°49'21" west, with the north line of said 1.00 acre tract passing an iron pin set at 146.66 feet and continuing in all 166.66 feet to an iron pin set at the northwest corner of said 1.00 acre tract and the west, southwest corner of said 9.550 acre tract for a corner; same being in the center of a north-south gravel road;

THENCE north 0°34'05" west, 632.89 feet with the west line of said 9.550 acre tract and the center of said gravel road to an iron pin set at the northwest corner of said 9.550 acre tract for a corner; same being the southwest corner of said 0.116 acre tract;

THENCE north 89°23'14" east, 115.89 feet with the north line of said 9.550 acre tract and with the south line of said 0.116 acre tract, along a line on the south side of a chain link fence to the PLACE OF BEGINNING and containing 9.600 acres of land, more or less.

24.6246 Acre Tract:

SITUATED in Denton County, Texas, in the J. Tannehill Survey, Abstract No. 1252, being a resurvey of the 24.623 acre Tract B described in a deed from Dorothy D. Coker, Executrix to Charles J. Wilson dated December 15, 1970, recorded in Volume 612, Page 618, of the Denton County Deed Records, being described by metes and bounds as follows:

BEGINNING at an iron pin set at the northeast corner of said 24.623 acre tract, in the center of an east-west gravel road at the junction of the center of a dirt road from the south;

THENCE south 0°47' west, 1021.06 feet with the east line of said 24.623 acre tract and with the center of said dirt road to an iron pin set at the southeast corner of said 24.623 acre tract for a corner;

THENCE north 88°02'17" west, with the south line of said 24.623 acre tract and with an established fence passing an iron pin set at 30.0 feet and continuing in all 857.49 feet to an iron pin set at the southwest corner of said 24.623 acre tract, in the east R.O.W. line of Farm Road No. 2499 for a corner;

THENCE northerly with the west line of said 24.623 acre tract and with said east R.O.W. line as follows:

North $0^{\circ}41'47''$ east, 40.0 feet to an iron pipe set beside a damaged R.O.W. marker at the point of curvature of a curve to the left, from which the radius center bears north $89^{\circ}18'13''$ west, 999.93 feet;
THENCE with said curve to the left, an arc of 947.18 feet around a central angle of $54^{\circ}16'23''$ to a concrete R.O.W. marker at the point of tangency of said curve;
THENCE north $53^{\circ}34'36''$ west, 315.7 feet to an iron pin set at the northwest corner of said 24.623 acre tract for a corner;
THENCE south $88^{\circ}01'57''$ east, 1531.54 feet with the north line of said 24.623 acre tract and with the center of said gravel road to the PLACE OF BEGINNING and containing 24.6246 acres of land, more or less.

EXHIBIT "B"

The development on the tract of land described in Exhibit "A" shall be in accordance with the comprehensive site plan of the development as required by the Zoning Ordinance of the Town of Flower Mound, Texas, Ordinance No. 1-75, and shall be subject to the following conditions and requirements:

1. Development Standards - East Tract

- A. The tract designated on Exhibit "C" as the East Tract consisting of approximately 23.578 acres located on the north and south sides of Spinks Road and located on the east side of Farm-to-Market Road 2499 shall be developed only for C-2, Commercial District-2 uses.
- B. Development of the East Tract shall be in compliance with all regulations applicable to C-2, Commercial District-2 contained in the Zoning Ordinance of the Town, Ordinance No. 1-75, as amended, except as otherwise provided in paragraph 3 of this Exhibit B.

2. Development Standards - West Tract

- A. The tract designated on Exhibit "C" as the West Tract consisting of approximately 8.716 acres located on the west side of Farm-to-Market Road 2499 shall be developed only for C-2, Commercial District-2 uses except that the following enumerated uses shall be prohibited throughout the West Tract:
 - 1. Amusement, Commercial (Outdoor)
 - 2. Animal Pound (Public or Private)
 - 3. Auto Glass, Seat Cover or Muffler Shop
 - 4. Auto Leasing (when not accessory use)
 - 5. Auto Parts and Accessory Sales (Indoor)
 - 6. Auto Repair Garage
 - 7. Auto Rental (when not accessory use)
 - 8. Bait and Sporting Goods (Sales)
 - 9. Bottling Works
 - 10. Building Material Yard and Construction Office
 - 11. Bus Station or Terminal
 - 12. Cabinet and Upholstery Shop
 - 13. Carnival or Circus (Temporary)
 - 14. Cleaning, Dyeing or Laundry Plant
 - 15. Contractor Storage or Equipment Yard
 - 16. Dance Hall, Public
 - 17. Engine, Motor Repair
 - 18. Greenhouse (Wholesale)
 - 19. Greenhouse or Plant Nursery (Retail Sales) (No Contract Work)
 - 20. Household Appliance Service and Repair
 - 21. Kennel
 - 22. Lithographic Shop
 - 23. Motorcycle or Scooter Sales and Service
 - 24. New or Used Car Auto Sales (Outdoor Lot)
 - 25. Outside Sales

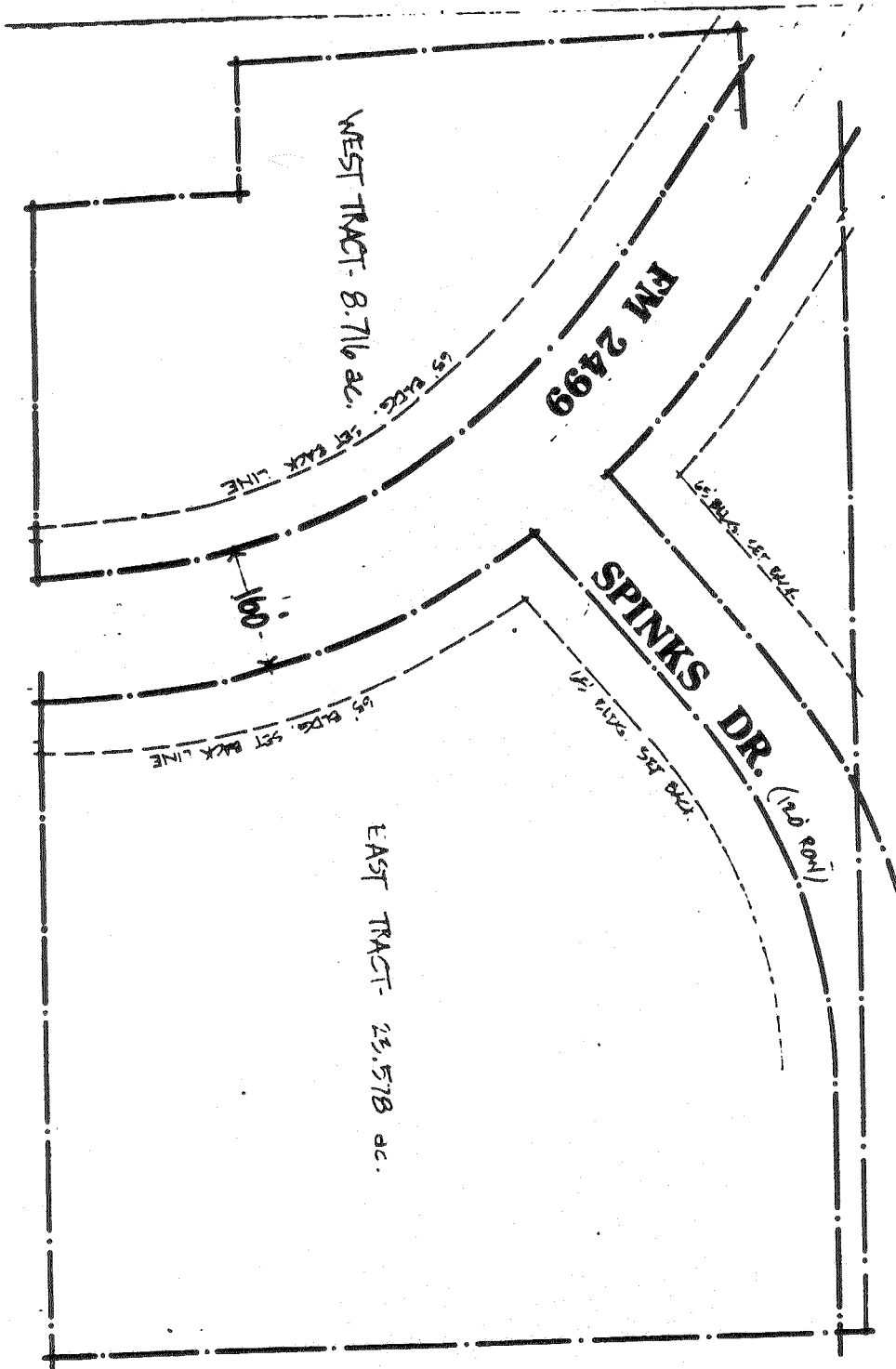
26. Paint Shop
27. Plumbing Shop
28. Restaurant or Eating Place (Drive-In Service)
29. Restaurant or Eating Place (Drive-In and Inside)
30. Second Hand Store
31. Storage or Hauling Company
32. Tires, Batteries, Shocks, Brakes, Etc. (work inside)
33. Tool Rental (Domestic Equipment)
34. Truck Freight Terminal
35. Truck and/or Bus Leasing
36. Truck Sales
37. Upholstery, Tops, Fabric, Carpet Shop
38. Veterinarian Hospital (Outside Animal Pens)

- B. Development of the West Tract shall be generally in accordance with the campus commercial concept described on the Flower Mound Land Use and Thoroughfare Plan adopted by Ordinance No. 80-85 on the 23rd day of December, 1985, and in all events shall be in compliance with all regulations applicable to C-2, Commercial District-2 contained in the Zoning Ordinance of the Town, Ordinance No. 1-75, as amended, except as otherwise provided in paragraph 3 of this Exhibit B.

3. Development Standards - General Requirements (East and West Tracts)

- A. An overall site plan for a Tract being developed in part or in whole, including internal circulation streets, proposed lot layouts, proposed fire lanes, and utility easements shall be submitted prior to or simultaneously with the submission of any comprehensive site plan for any area within the respective Tract being developed.
- B. Access points of ingress/egress from any major street or thoroughfare into either of the Tracts shall be determined at the time the overall site plan for the respective Tract is submitted for approval by the Town Planning and Zoning Commission.
- C. Developer and Owner agree that all ingress and egress from any major street or thoroughfare shall be limited in number in a manner approved by the Town Planning and Zoning Commission to allow and maintain such streets as free flowing arterials to the greatest extent possible.
- D. The Town reserves the right to realign Spinks Road if determined by the Planning and Zoning Commission and the Town Council to be necessary.
- E. A minimum of fifteen percent (15%) of the net area shall be landscaped and irrigated with an automatic sprinkler system installed in a manner approved by the Town Planning and Zoning Commission.
- F. Native trees shall be preserved whenever possible and no tree eight inches (8") in caliper or greater shall be removed unless noted on the site plan and approved by the Town Planning and Zoning Commission.

- G. All utilities, dumpsters and mechanical units shall be screened from public view in a manner approved by the building official.
- H. A minimum sixty-five foot (65') building setback shall be provided from the right-of-way of all major and secondary streets. The first twenty-five feet (25') shall be landscaped and irrigated with an automatic sprinkler system installed in a manner approved by the Town Planning and Zoning Commission. No parking shall be allowed in the first twenty-five feet (25') measured from the property line.



Proposed Zoning: Commercial Two/PD

EXHIBIT "C"

OWNER:
IIA, Inc.
 12655 North Central Expressway
 Suite 800
 Dallas, Texas

ZONING CASE Z-1-86
A 32.294 Acre
PLANNED DEVELOPMENT
FLOWER MOUND, TEXAS



Mailing address
P.O. Box 217
Lewisville, TX 75067

Purchasing Department

November 18, 2016

Poornima Srinarasi, Senior Planner
Town of Flower Mound

RE: Compatibility Buffer/Setback Exception Request

Dear Ms. Srinarasi,

The Lewisville Independent School District was approached by representatives of Jerry's Express Car Wash. Company officials presented information and detail to LISD regarding the proposed business. In addition, Jerry's wanted to know if the District would support allowing an exception to current Town of Flower Mound's buffer/setback requirements. The specific property presented and discussed adjoins LISD's tract of land that runs along FM 2499 and Spinks Road.

As presented by the representatives of Jerry's Express Car Wash, LISD does not have objection to the compatibility buffer/setback exception requested for a 6' masonry wall along our property line.

If you have any questions or need any additional information, please do not hesitate to contact me at 972/350-4797.

Sincerely,

Craig Martin
Executive Director of Purchasing

CM/cp

c: file

CONSTRUCTION NOTES

- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER, SEWER, ELECTRIC AND GAS CONNECTIONS IN WORKING ORDER AT ALL TIMES. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT AND ALL REQUIRED SHUT-DOWNS SHALL BE COORDINATED WITH OWNER.
- CONTRACTOR SHALL VERIFY THE ELEVATION, CONFIGURATION AND LOCATION OF EXISTING UTILITY LINES PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL REMOVE FROM THE PROJECT AREA ALL SURPLUS MATERIAL. SURPLUS MATERIALS FROM EXCAVATION INCLUDING DIRT, CONCRETE, TRASH, ETC., SHALL BE PROPERLY DISPOSED OF AT AN APPROVED SITE.
- THE CONTRACTOR SHALL PRESERVE AND PROTECT OR REMOVE AND REPLACE (WITH PRIOR APPROVAL OF OWNER) ANY TREES, SHRUBS, HEDGES, LANDSCAPING ETC., IN OR NEAR PROPOSED CONSTRUCTION AREA.
- ALL GRASS AREAS SHALL RECEIVE 4" OF TOPSOIL AND SOLID SODDING. CONTRACTOR SHALL REMOVE AND REPLACE EXISTING TOPSOIL WHENEVER POSSIBLE.
- THE CONTRACTOR SHALL REMOVE ALL FENCES INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH NEW FENCE OR UNDAMAGED ORIGINAL FENCING WITH PRIOR APPROVAL OF OWNER.
- THE CONTRACTOR SHALL MAKE NECESSARY PROVISION FOR THE SUPPORT AND PROTECTION OF ALL UTILITY POLES, GAS MAINS, TELEPHONE CABLES, SANITARY SEWER LINES, ELECTRIC CABLES, DRAINAGE PIPES, UTILITY SERVICES, ALL OTHER UTILITIES, AND THE STRUCTURES BOTH ABOVE AND BELOW GROUND DURING CONSTRUCTION. THE CONTRACTOR IS LIABLE FOR ALL DAMAGES DONE TO SUCH EXISTING FACILITIES AS A RESULT OF THE CONTRACTOR'S OPERATIONS.
- CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE OWNER FOR APPROVAL OF ALL AREAS TO BE USED FOR STAGING, MOBILIZATION, EQUIPMENT AND MATERIAL STORAGE AND GENERAL PROJECT CONSTRUCTION MANAGEMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
- ALL BARRICADES, WARNING SIGNS, LIGHT DEVICES, ETC., FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS MUST CONFORM TO THE INSTALLATION SHOWN ON THE CURRENT TEXAS DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR IS RESPONSIBLE FOR KEEPING STREETS AND SIDEWALKS ADJACENT TO THE PROJECT FREE OF MUD AND DEBRIS FROM THE CONSTRUCTION.
- TWO-WAY TRAFFIC MUST BE MAINTAINED AT ALL TIMES. ONE LANE OF TRAFFIC AROUND CONSTRUCTION OPERATIONS IN PROGRESS WITH ADEQUATE SAFEGUARDS WILL BE ACCEPTABLE, UNLESS OTHERWISE DIRECTED BY THE OWNER. CONTRACTOR SHALL SUBMIT AN ACCEPTABLE CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL HAVE UTILITY COMPANIES LOCATE AND MARK ALL UNDERGROUND FACILITIES BEFORE BEGINNING EXCAVATION.
- THE CONTRACTOR SHALL CLEAN UP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO THE PROJECT.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE EXISTING STORM DRAIN SYSTEM UNTIL THE PROPOSED SYSTEM IS IN SERVICE. IN NO CASE SHOULD THE CONTRACTOR LEAVE THE EXISTING STORM SEWER OUT OF SERVICE WHEREBY RUNOFF WOULD CAUSE DAMAGE.
- NO EQUIPMENT OR MATERIAL SHALL BE DEPOSITED ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNERS. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREA WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGES RESULTING FROM SUCH FILL AND HE SHALL REMOVE THE MATERIAL AT HIS OWN COST.

- THE CONTRACTOR'S PERSONNEL SHALL WEAR IDENTIFYING CLOTHING OR HATS AT ALL TIMES.
- CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 A.M. TO 7:00 P.M. MONDAY-FRIDAY, 9 A.M. TO 5 P.M. SATURDAY, INCLUDING CONCRETE POURS. TO REQUEST ANY INSPECTIONS OUTSIDE OF THOSE HOURS CONTACT BUILDING INSPECTIONS.
- ALL LINES, GRADES, CONSTRUCTION STAKING AND LAYOUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN EROSION AND SEDIMENTATION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. CONTROL MEASURES SHALL CONFORM TO NCTCOG'S PUBLICATION, "BEST MANAGEMENT PLAN (BMP) MANUAL", STORM WATER QUALITY BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES. SOIL/SEDIMENT THAT IS ERODED FROM THE SITE, AND DEPOSITED ONTO ADJACENT PROPERTIES, PUBLIC RIGHT-OF-WAYS, AND/OR STORM DRAINAGE SYSTEMS, SHALL BE REMOVED BY THE CONTRACTOR AND DISPOSED OF IN AN APPROVED MANNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING TRENCH CONSTRUCTION SAFETY MEASURES, CRITERIA AND TECHNIQUES IN ACCORDANCE WITH TEXAS STATE LAW, AND O.S.H.A. REQUIREMENTS. NO UTILITY TRENCHES SHALL BE LEFT OPEN OVERNIGHT.
- EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH MUNICIPAL AND FRANCHISE UTILITY COMPANIES AND LOCATING ALL UTILITIES IN THE FIELD.
- CONTRACTOR SHALL COORDINATE ALL UTILITY WORK TO BE DONE BY TOWN FORCES AND/OR FRANCHISE UTILITY COMPANIES.
- STREET CLOSURES WILL ONLY BE ALLOWED BETWEEN 9AM AND 3PM AND ONLY WITH PRIOR APPROVAL FROM THE TOWN. TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE TOWN AT LEAST ONE WEEK IN ADVANCE SO IT MAY BE REVIEWED BY THE TOWN TRAFFIC ENGINEER.

THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.



GENERAL NOTES

- ALL LINES, GRADES, CONSTRUCTION STAKING AND LAYOUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S AGENT.
- ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT, OR FACE OF CONCRETE BUILDING FOOTING.
- EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH MUNICIPAL AND FRANCHISE UTILITY COMPANIES AND LOCATING ALL UTILITIES IN THE FIELD.

LEGEND

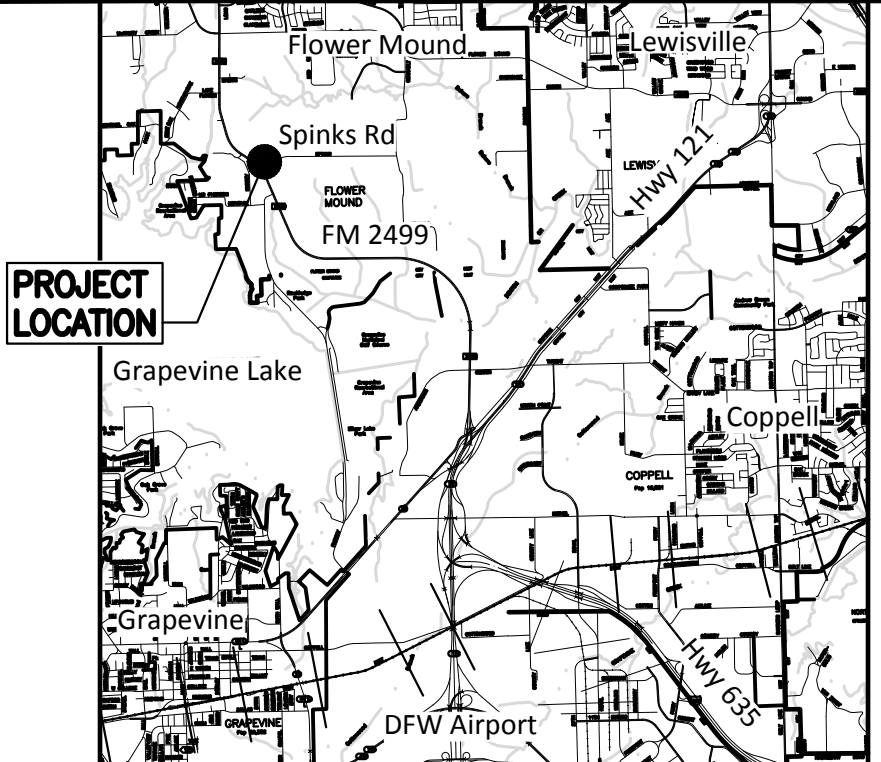
EXISTING	DESCRIPTION	NEW
---	PROPERTY LINE	---
---	CENTER LINE	---
---	EASEMENT LINE	---
---	LOT LINE	---
---	RIGHT-OF-WAY	---
---	BUILDING FOOTPRINT	---
X	WIRE FENCE	X
	GATE	
	BOLLARD	
	FLAG POLE	
	SIGN	
	WHEEL STOP	
	EDGE OF PAVEMENT	
	SIDEWALK	
	FIRE LANE	
	PARKING STRIPING	
	STORM DRAIN HEADWALL	
	GRATE INLET	
	STORM MANHOLE (SDMH)	
	STORM DRAIN VAULT	
	CURB INLET	
	STORM DRAIN PIPE	
	TOP/TOE OF SLOPE	
	LIGHT STANDARD	
	LIGHT POLE	
	GROUND LIGHT	
	UTILITY POLE	
OE	OVERHEAD ELECTRIC LINE	OE
	GUY LINE	
	ELECTRIC MANHOLE	
	ELECTRIC VAULT	
	TRANSFORMER	
	ELECTRIC CABINET BOX	
E	UNDERGROUND ELECTRIC	E
	GAS METER	
	GAS MANHOLE	
	GAS VALVE	
G	GAS LINE	G
PC	PHONE PEDESTAL	PC
P	PHONE MANHOLE	P
PV	PHONE RISER	PV
	PHONE VAULT	
T	OVERHEAD PHONE LINE	T
	UNDERGROUND PHONE LINE	
	SANITARY CLEAN OUT (CO)	
S	SANITARY MANHOLE (SSMH)	S
SS	SANITARY SEWER LINE	SS
TC	TRAFFIC CONTROL BOX	TC
	TRAFFIC MANHOLE	
	TRAFFIC PULLBOX	
	TRAFFIC SIGNAL	
TV	TRAFFIC VAULT	TV
TF	TRAFFIC CONTROL LINE	TF
	GATE VALVE	
	FIRE HYDRANT ASSEMBLY	
	WATER METER	
	WATER MANHOLE	
	WATER VAULT	
W	WATER LINE	W

PAVING LEGEND

	PROPOSED TYPE 1 - FIRE LANE PAVEMENT
	PROPOSED TYPE 2 - LIGHT DUTY (PARKING STALLS)
	PROPOSED TYPE 3 - THICKENED SLAB (DUMPSTERS AND LOADING ZONES)
	PROPOSED TYPE 4 - 4" CONCRETE (SIDEWALKS AND FLATWORK)
	PROPOSED TYPE 5 - 5-1/2" CONCRETE (MULTI-USE CONCRETE TRAIL)
	PROPOSED TYPE 6 - DRIVE APPROACH PAVEMENT

MASTER PLAN FEATURES	
LAND USE PLAN	COMMERCIAL/INDUSTRIAL (SERVICE) (ZONED: C-2)
SPECIFIC PLANS	N/A
URBAN DESIGN PLAN	LAKESIDE BUSINESS DISTRICT
PARKS AND TRAILS	FUTURE 8' MULTI-PURPOSE TRAIL TO BE INSTALLED ON THE NORTH SIDE OF SPINKS ROAD. FUTURE 8' MULTI-PURPOSE TRAIL TO BE INSTALLED ON THE EAST SIDE OF LONG PRAIRIE ROAD (FM 2499).
OPEN SPACE PLAN	NONE
THOROUGHFARE PLAN	LONG PRAIRIE ROAD (FM 2499) = MAJOR ARTERIAL SPINKS ROAD = URBAN MINOR ARTERIAL
WATER PLAN	12 INCH (OR 16 INCH, CONFLICTING INFORMATION) WATER LINE ALONG EAST SIDE OF FM 2499 6 INCH (POSSIBLY ABANDONED, CONFLICTING INFORMATION) WATER LINE ALONG AND SOUTH OF NORTH PROPERTY LINE.
WASTEWATER PLAN	EXISTING SS MAIN (SIZE UNKNOWN) ALONG LAKESIDE PARKWAY WITH MANHOLE AT FM2499 INTERSECTION. 12 INCH SS MAIN WILL BE CONSTRUCTED TO THE NORTH ALONG FM2499 TO THE NORTH SIDE OF SPINKS ROAD.

SITE DATA TABLE		
Physical Address		
Gross Site Area	2.205 ac, 96,042 s.f.	
Net Site Area	0.46 ac, 20,034 s.f.	
Zoning	PD-38 w/Commercial 2	
Current use	Undeveloped	
Lot Coverage Data		
• Building Coverage	5.7% / 4,899 s.f.	
• Impervious Area	61.2% / 52,729 s.f.	
• Pervious Area	33.2% 28,564 s.f.	
Parking Summary	Required	Provided
Surface Parking		
• Office	n/a	n/a
• Retail	n/a	n/a
• Other	7	7
(Maintenance Service)	1 space / 750 s.f.	
Total Parking	7	7
Building Data		
• Building	1-story	
• Peak Height	38'-6"	
• Mean Height	35'-0"	
• Total Square Footage	4957 s.f.	

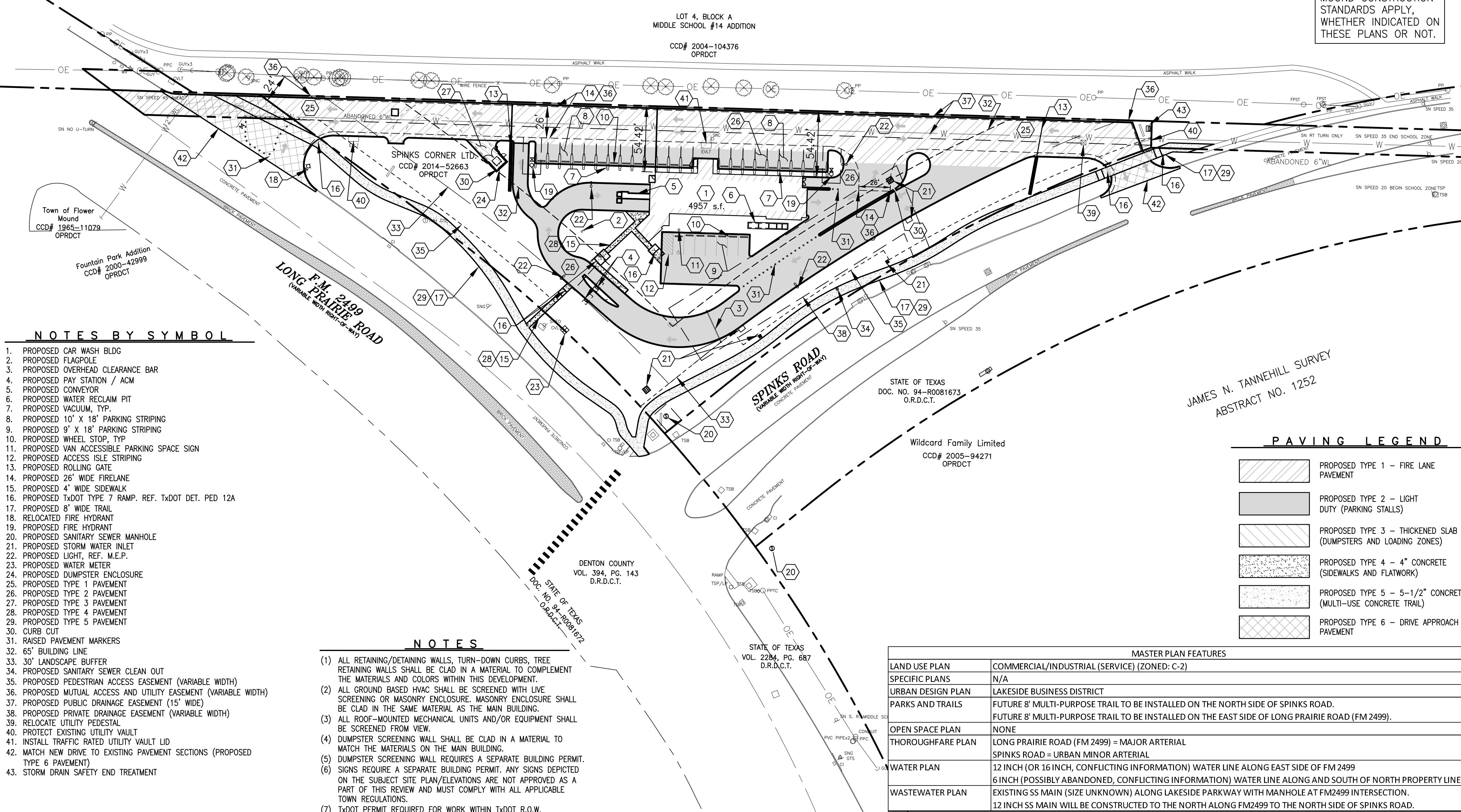


VICINITY MAP
NOT TO SCALE

Owner:
Jerry's Express Car Wash II, Ltd.
6300 Ridglea Place, Suite 1007
Fort Worth, TX 76116
(817) 953-6100

Preparer:
Nader Design Group
119 N. Main St., Suite 216
Weatherford, TX 76086
Attn: James R. Nader, FAIA
817-336-9010
james@naderdesign.com

2.21 acres in Denton County



NOTES BY SYMBOL

- PROPOSED CAR WASH BLDG
- PROPOSED FLAGPOLE
- PROPOSED OVERHEAD CLEARANCE BAR
- PROPOSED PAY STATION / ACM
- PROPOSED CONVEYOR
- PROPOSED WATER RECLAIM PIT
- PROPOSED VACUUM, TYP.
- PROPOSED 10' X 18' PARKING STRIPING
- PROPOSED 9' X 18' PARKING STRIPING
- PROPOSED WHEEL STOP, TYP
- PROPOSED VAN ACCESSIBLE PARKING SPACE SIGN
- PROPOSED ACCESS ISLE STRIPING
- PROPOSED ROLLING GATE
- PROPOSED 26' WIDE FIRELANE
- PROPOSED 4' WIDE SIDEWALK
- PROPOSED TxDOT TYPE 7 RAMP. REF. TxDOT DET. PED 12A
- PROPOSED 8' WIDE TRAIL
- RELOCATED FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED STORM WATER INLET
- PROPOSED LIGHT, REF. M.E.P.
- PROPOSED WATER METER
- PROPOSED DUMPSTER ENCLOSURE
- PROPOSED TYPE 1 PAVEMENT
- PROPOSED TYPE 2 PAVEMENT
- PROPOSED TYPE 3 PAVEMENT
- PROPOSED TYPE 4 PAVEMENT
- PROPOSED TYPE 5 PAVEMENT
- CURB CUT
- RAISED PAVEMENT MARKERS
- 65' BUILDING LINE
- 30' LANDSCAPE BUFFER
- PROPOSED SANITARY SEWER CLEAN OUT
- PROPOSED PEDESTRIAN ACCESS EASEMENT (VARIABLE WIDTH)
- PROPOSED MUTUAL ACCESS AND UTILITY EASEMENT (VARIABLE WIDTH)
- PROPOSED PUBLIC DRAINAGE EASEMENT (15' WIDE)
- PROPOSED PRIVATE DRAINAGE EASEMENT (VARIABLE WIDTH)
- RELOCATE UTILITY PEDESTAL
- PROTECT EXISTING UTILITY VAULT
- INSTALL TRAFFIC RATED UTILITY VAULT LID
- MATCH NEW DRIVE TO EXISTING PAVEMENT SECTIONS (PROPOSED TYPE 6 PAVEMENT)
- STORM DRAIN SAFETY END TREATMENT

NOTES

- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
- DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
- TxDOT PERMIT REQUIRED FOR WORK WITHIN TxDOT R.O.W.

JERRY'S EXPRESS CAR WASH
JERRY'S EXPRESS CAR WASH
STORE #7

DENTON COUNTY
2.21 acres
FM 2499 & SPINKS ROAD
FLOWER MOUND, TEXAS 75028

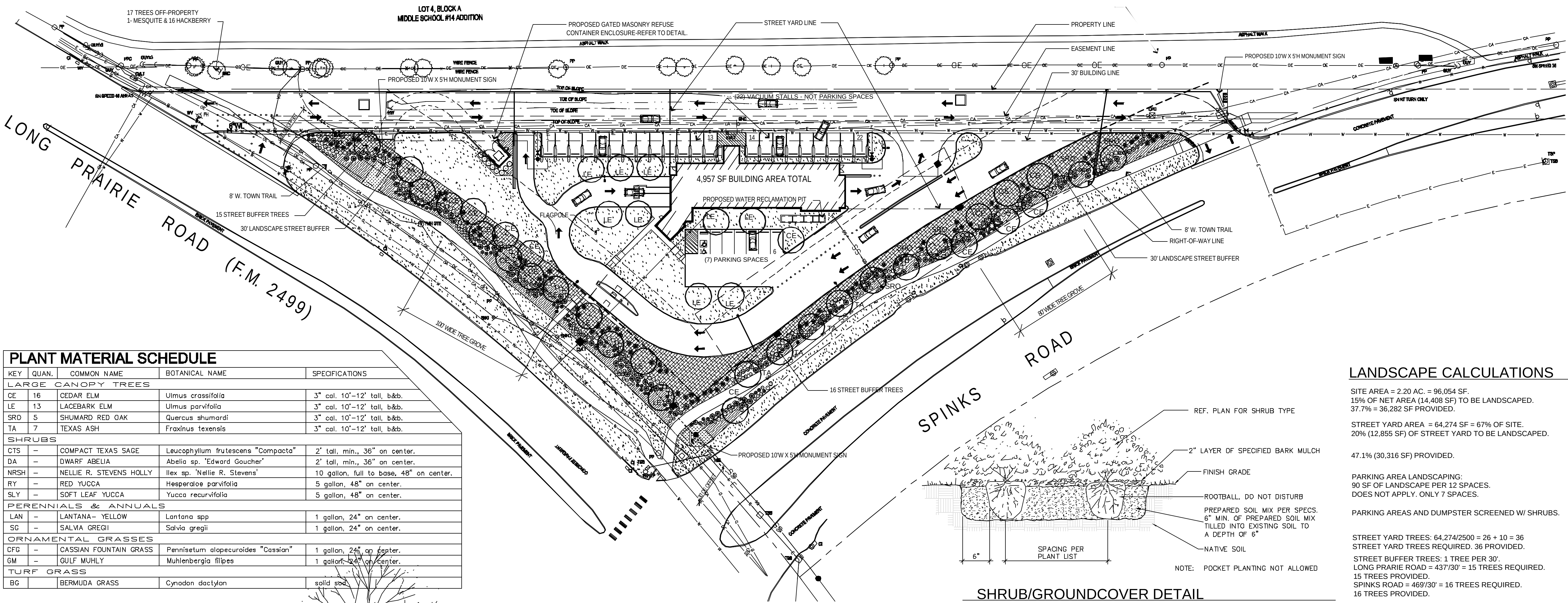
APPLICATION SITE PLAN

NO.	DESCRIPTION	DATE

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF TRACY E. STREVEY III
P.E. Tx No. 89487
IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
3/22/17

PROJECT NUMBER: 2016.175.000
DATE: 11/22/2016 DRAWN BY: LM
DESIGN BY: TS CHECKED BY: TS

SHEET
C2.01



PLANT MATERIAL SCHEDULE				
KEY	QUAN.	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS
LARGE CANOPY TREES				
CE	16	CEDAR ELM	Ulmus crassifolia	3" cal. 10'-12' tall, b&b.
LE	13	LACEBARK ELM	Ulmus parvifolia	3" cal. 10'-12' tall, b&b.
SRO	5	SHUMARD RED OAK	Quercus shumardi	3" cal. 10'-12' tall, b&b.
TA	7	TEXAS ASH	Fraxinus texensis	3" cal. 10'-12' tall, b&b.
SHRUBS				
CTS	-	COMPACT TEXAS SAGE	Leucophyllum frutescens "Compacta"	2' tall, min., 36" on center.
DA	-	DWARF ABELIA	Abelia sp. 'Edward Goucher'	2' tall, min., 36" on center.
NRSH	-	NELLIE R. STEVENS HOLLY	Ilex sp. 'Nellie R. Stevens'	10 gallon, full to base, 48" on center.
RY	-	RED YUCCA	Hesperaloe parvifolia	5 gallon, 48" on center.
SLY	-	SOFT LEAF YUCCA	Yucca recurvifolia	5 gallon, 48" on center.
PERENNIALS & ANNUALS				
LAN	-	LANTANA- YELLOW	Lantana spp	1 gallon, 24" on center.
SG	-	SALVIA GREGII	Salvia gregii	1 gallon, 24" on center.
ORNAMENTAL GRASSES				
CFG	-	CASSIAN FOUNTAIN GRASS	Pennisetum alopecuroides "Cassian"	1 gallon, 24" on center.
GM	-	GULF MUHLY	Muhlenbergia filipes	1 gallon, 24" on center.
TURF GRASS				
BG	-	BERMUDA GRASS	Cynodon dactylon	solid sod

PLANT MATERIAL LEGEND

- CE CEDAR ELM
- LE LACEBARK ELM
- SRO SHUMARD RED OAK
- TA TEXAS ASH
- COMPACT TEXAS SAGE
- DWARF ABELIA
- NELLIE R. STEVENS HOLLY
- RED YUCCA
- SOFT LEAF YUCCA
- LANTANA- YELLOW
- SALVIA GREGII
- ANNUALS
- GULF MUHLY
- CASSIAN FOUNTAIN GRASS
- BERMUDA GRASS

DO NOT CUT CENTRAL LEADER

DO NOT COVER ROOT FLARE!

SAFTY STAKE SIZING CHART

ITEM #	DESCRIPTION
5-BG/NS	5 GAL. OR 10" ROOTBALL
15-BG/NS	10/15 GAL. OR 17" ROOTBALL
30-BG/NS	20/30 GAL. OR 22" ROOTBALL
45-BG/NS	45 GAL. OR 27" ROOTBALL
65-BG/NS	65 GAL. OR 30" ROOTBALL
100-BG/NS	95/100 GAL. OR 36" ROOTBALL
150-BG/NS	150 GAL. OR 42" ROOTBALL
200-BG/NS	200 GAL. OR 48" ROOTBALL
300-BG/NS	300 GAL. OR 58" ROOTBALL

"SAFTY STAKE" - REFER TO SIZING CHART FOR SIZE.
AVAILABLE FROM:
TREESTAKESOLUTIONS.COM
(903) 676-6143

2" LAYER MULCH, REF. SPECIFICATIONS
TEMPORARY-2" HIGH WATERING RING. REMOVE WHEN IRRIGATION IS COMPLETED.

SCARIFY SIDES OF SQUARE HOLE.

REMOVE TOP 1/3 OF BURLAP. SCRAPE OFF TOP OF ROOTBALL SOIL UNTIL ROOT FLARE IS EXPOSED. TOP OF ROOT FLARE TO BE SET 1 INCH ABOVE FINISHED GRADE.

NATIVE SOIL, REF. SPECIFICATIONS

CRUSHED ROCK (IF PERK TEST FAILS)

NOTE: LOCATE STAKE'S OUTSIDE OF TREE WELL. POSITION STAKES TO SECURE TREE AGAINST SEASONAL PREVAILING WINDS.

TREE PLANTING/STAKING DETAIL

NOT TO SCALE

LANDSCAPE NOTES:

- ALL LANDSCAPE REQUIREMENTS AND UNDERGROUND IRRIGATION SYSTEM WILL CONFORM TO THE LOCAL CITY ORDINANCE AND DESIGN STANDARDS AND ANY REQUIREMENTS OF THE STATE, IF APPLICABLE.
- NO PLANT MATERIAL SHALL BE PLANTED UNTIL THE LANDSCAPE IRRIGATION SYSTEM HAS BEEN INSTALLED AND IS OPERATING WITH 100% COVERAGE OF PROPOSED LANDSCAPE AREAS.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, CABLES, STRUCTURES AND LINE RUNS.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES BASED ON THE DRAWING(S) AND ACTUAL FIELD DIMENSIONS. PLANT QUANTITIES HAVE BEEN PROVIDED AS A CONVENIENCE ONLY TO THE OWNER(S) AND SHALL NOT BE CONSIDERED ABSOLUTE. CONTRACTOR SHALL FOLLOW DESIGN INTENT.
- NOTIFY THE OWNER OF ANY DISCREPANCIES THAT ARISE DURING THE CONSTRUCTION PERIOD. FAILURE TO MAKE SUCH DISCREPANCIES KNOWN TO OWNER WILL RESULT IN THE CONTRACTOR'S LIABILITY TO REDO WORK AS NECESSARY TO ACHIEVE THE DESIGN INTENT.
- PROTECT EXISTING VEGETATION, EQUIPMENT, STRUCTURES, UTILITIES, AND OTHER IMPROVEMENTS AT THE PROJECT SITE AND ON ADJACENT PROPERTIES, EXCEPT THOSE INDICATED TO BE REMOVED OR ALTERED. ALL AREAS DISTURBED BY DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AND RESTORED TO THEIR PRE-CONSTRUCTION CONDITION INCLUDING: PAVEMENTS, LANDSCAPE AREAS, IRRIGATION AND LIGHTING.
- PROVIDE MEASURES AS REQUIRED TO PREVENT EROSION AND DISCHARGE OF SOIL-BEARING RUNOFF AND AIRBORNE DUST TO UNDISTURBED AREAS AND ADJACENT PROPERTIES, SIDEWALKS, STREETS, AND OTHER PAVED SURFACES.
- ALL PROPOSED SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR INSTALLATION.
- NOTIFY THE LANDSCAPE ARCHITECT IF LAYOUT OF TREES, BEDS AND/OR PLANTS REQUIRE ALTERATION FROM THE LANDSCAPE PLAN. NOTIFICATION WILL BE REQUIRED PRIOR TO ALTERING THE LAYOUT.
- TREES SHALL BE HANDLED BY ROOT BALLS ONLY. DO NOT DAMAGE BALL, TRUNK, OR LOOSEN TRUNK FROM BALL. TREE TRUNKS ARE TO BE PLANTED STRAIGHT AND MAY BE REQUIRED BY THE OWNER AND/OR THE LANDSCAPE ARCHITECT TO BE STAKED.
- WHERE NEWLY PLANTED TREES ARE NOT ABLE TO STAND ON THEIR OWN, TREES SHALL BE STAKED WITH AN AT-GRADE ROOT BALL SECURING SYSTEM. THE SYSTEM SHALL SECURELY ANCHOR THE ROOT BALL WHILE ALLOWING THE TRUNK AND CROWN TO MOVE NATURALLY. THE SYSTEM SHALL NOT USE MATERIALS AND METHODS THAT PENETRATE OR DAMAGE THE ROOT BALL. ABOVE GRADE STAKING SYSTEMS SUCH AS 'T' POSTS WITH WIRES, HOSES, STRAPS, OR GUY WIRES WRAPPED AROUND THE TREE TRUNK SHALL NOT BE ALLOWED UNLESS AUTHORIZED BY THE LANDSCAPE ARCHITECT.
- ALL TREES TO BE UNIFORM BY SPECIES WITH STRAIGHT TRUNKS AND MATCHING CHARACTER AND BRANCHING STRUCTURE.
- ALL TREE LOCATIONS SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
- FINAL LOCATIONS OF PLANT MATERIAL IS SUBJECT FOR REVIEW AND APPROVAL BY OWNER PRIOR TO PLANTING.
- PROVIDE POSITIVE DRAINAGE THROUGHOUT THE PROJECT AREA. NO PONDING OR STANDING WATER IS ACCEPTABLE.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL BUILDINGS.
- AT NO TIME WILL ANY PLANT MATERIAL BE ALLOWED TO SETTLE BEYOND THE TOP OF THE ROOT FLARE OR POTTED SOIL LINE. SHOULD PLANT MATERIAL SETTLE, THE PLANT(S) WILL BE REPLANTED AT THE PROPER HEIGHT AND/OR REPLACED IF NECESSARY AT THE CONTRACTOR'S COST.
- ALL PROPOSED BED AREAS SHALL BE TILLED TO A DEPTH OF SIX INCHES (6"), ADDING A THREE INCH (3") MINIMUM LAYER OF ORGANIC COMPOST DURING THE PROCESS. THE LEVEL OF THE BED AREAS SHOULD BE LEFT THREE INCHES (3") ABOVE THE PROPOSED FINISHED GRADE TO ALLOW FOR COMPACTION AND SETTLEMENT.
- ALL BED AREAS SHALL BE SEPARATED FROM TURF AREAS USING 1/8" X 4" STEEL EDGING, PAINTED GREEN. ALL ENDS OF STEEL EDGE RUNS SHALL HAVE A RADIUS OR 45 DEGREE ANGLE TO ELIMINATE SHARP EDGES. HAND FILING MAY BE REQUIRED TO ACHIEVE A SMOOTH EDGE.
- TRIM STEEL EDGING AT A 45 DEGREE ANGLE WHEN EDGING INTERSECTS WITH A WALK OR CURB. DO NOT INSTALL EDGING ALONG CURBS OR WALKS.
- ALL LANDSCAPE BEDS SHALL RECEIVE A TWO INCH (2") TOP DRESS LAYER OF HARDWOOD MULCH AND ALL TREE WELLS SHALL RECEIVE A THREE INCH (3") LAYER OF SHREDDED HARDWOOD MULCH. DO NOT COVER ROOT FLARE.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- TURF AREAS SHALL BE CLEAN OF DEBRIS AND RAKED (GRADED) SMOOTH PRIOR TO HYDROMULCH OR SOD INSTALLATION. LANDSCAPE CONTRACTOR TO RECEIVE GRADE WITHIN APPROX. 1/100 OF FINAL GRADE.
- OWNER RESPONSIBLE TO PROVIDE ELECTRICAL SERVICE FOR THE IRRIGATION SYSTEM, WHICH INCLUDES A HARDWIRE OF 110 VOLTS AT MINIMUM FOR THE CONTROLLER.
- ALL LANDSCAPING LOCATED WITHIN THE VISIBILITY TRIANGLES SHALL COMPLY WITH THE VISIBILITY TRIANGLE REQUIREMENTS AS PER THE CITY STANDARDS.
- ALL LIGHT POLES MAY NOT BE SHOWN ON THE PROJECT SITE OR ADJACENT PROPERTIES. IF A PROPOSED TREE IS IN CONFLICT WITH ANY LIGHT OR UTILITY POLE, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT, TO DETERMINE OPTIONS, PRIOR TO PLANTING.
- ALL PLANTS AND TREES ARE TO CONFORM TO AMERICAN ASSOCIATION OF NURSERYMEN AND TEXAS ASSOCIATION OF NURSERYMEN STANDARDS.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE ANY LANDSCAPE MATERIAL ON SITE.

LANDSCAPE CALCULATIONS

SITE AREA = 2.20 AC. = 96,054 SF.
15% OF NET AREA (14,408 SF) TO BE LANDSCAPED.
37.7% = 36,282 SF PROVIDED.

STREET YARD AREA = 64,274 SF = 67% OF SITE.
20% (12,855 SF) OF STREET YARD TO BE LANDSCAPED.

47.1% (30,316 SF) PROVIDED.

PARKING AREA LANDSCAPING:
90 SF OF LANDSCAPE PER 12 SPACES.
DOES NOT APPLY. ONLY 7 SPACES.

PARKING AREAS AND DUMPSTER SCREENED W/ SHRUBS.

STREET YARD TREES: 64,274/2500 = 26 + 10 = 36
STREET YARD TREES REQUIRED. 36 PROVIDED.
STREET BUFFER TREES: 1 TREE PER 30'.
LONG PRAIRIE ROAD = 437/30 = 15 TREES REQUIRED.
15 TREES PROVIDED.
SPINKS ROAD = 469/30 = 16 TREES REQUIRED.
16 TREES PROVIDED.

PARKING AREA TREES: 1 TRE FOR 10 SPACES. ALL SPACES WITHIN 50' OF TREE. 2 TREES PROVIDED.

NOTES:
ALL TREES TO BE 3" CALIPER MINIMUM AND BE OF APPROVED TYPE BY ORDINANCE.

PARKING AREA SCREENING SHRUBS TO BE A MINIMUM 2' TALL AT PLANTING.

SCREENING SHRUBS FOR DUMPSTER TO BE 4' TALL AT PLANTING. ALL LANDSCAPED AREAS TO BE WATERED BY AN AUTOMATIC

UNDERGROUND IRRIGATIONS SYSTEM THAT MEETS ORDINANCE REQUIREMENTS.

CONTACT JOSHUA BROWN, PARK SUPERVISOR AT (971) 874-6428 OR JOHN HABERN, PARKS, TRAILS AND LANDSCAPE SPECIALIST, AT (972) 874-6343 PRIOR TO BEGGING ANY WORK IN THE TOWN'S R.O.W.

CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL TOWN IRRIGATION SYSTEMS AND PLANT MATERIAL.

CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING TOWN IRRIGATION SYSTEMS. ANY EXISTING IRRIGATION (RAW WATER LINE/PURPLE PIPE) IN PUBLIC R.O.W. SHALL BE RESTORED TO ITS ORIGINAL CONDITION.

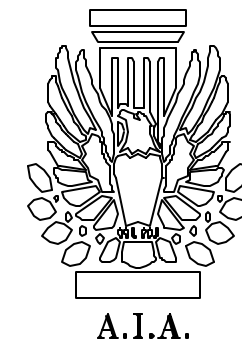
ANY NEW IRRIGATION IN PUBLIC R.O.W. SHALL BE PURPLE PIPE AND SHALL HAVE PURPLE VALVE BOX LIDS AND PURPLE CAPS ON ALL IRRIGATION HEADS. R.O.W. IRRIGATION SHALL BE ON A SEPARATE SYSTEM FROM THE REMAINDER OF THE SITE.

Don C. Wheeler
Landscape Architect - Planning - Irrigation Design

P.O. Box 470865
Office: 817.335.1405

Fort Worth, Texas 76147
Email: don@dcwla.com

FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR INTERIM REVIEW ONLY AND ARE NOT INTENDED FOR BIDDING, PERMIT, OR CONSTRUCTION PURPOSES.
DON C. WHEELER - TEXAS
LANDSCAPE ARCHITECT # 797



PROJECT NO:
● 16006
DATE ISSUED:
● 10.30.16
SITE PLAN SUBMITTAL DOCS
REVISION/DATE:
● 11.22.16
REVISED SUBMITTAL DOCS
REVISION/DATE:
● 02.16.17
REVISED SUBMITTAL DOCS
REVISION/DATE:
● 03.21.17
REVISED SUBMITTAL DOCS

PROPOSED STORE NUMBER SEVEN
JERRY'S EXPRESS CAR WASH
FLOWER MOUND, TEXAS
F.M. 2499 AT SPINKS ROAD



NADER DESIGN GROUP
ARCHITECTURE
INTERIORS
PLANNING
119 N. NORTH MAIN
SUITE 216
WEATHERFORD, TX
817/336-9010

SHEET NUMBER

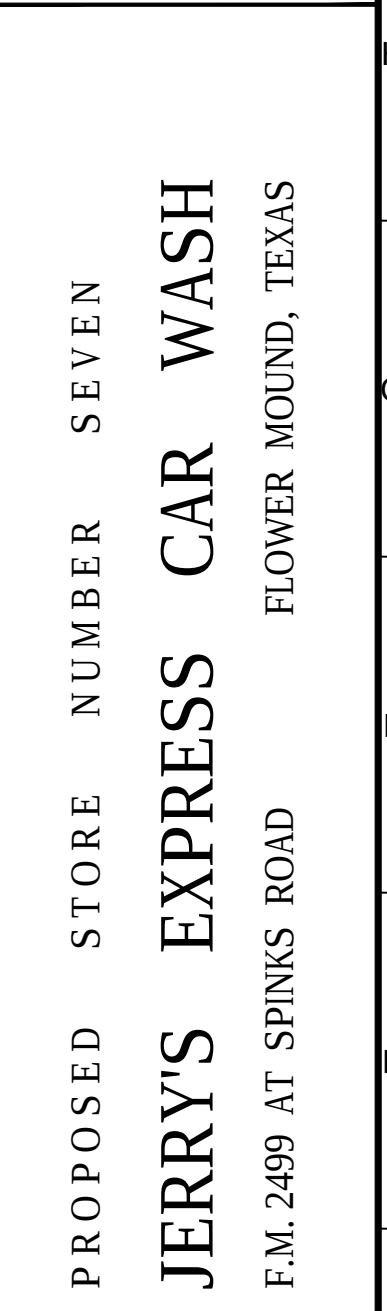
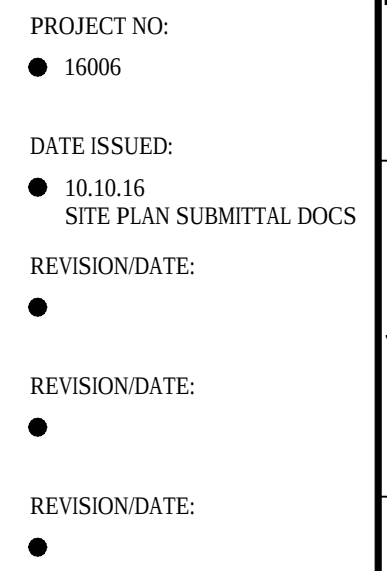
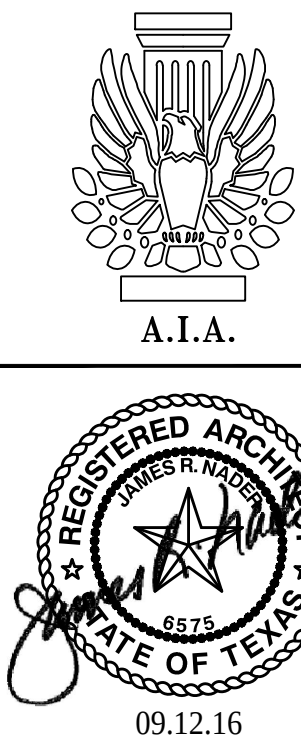
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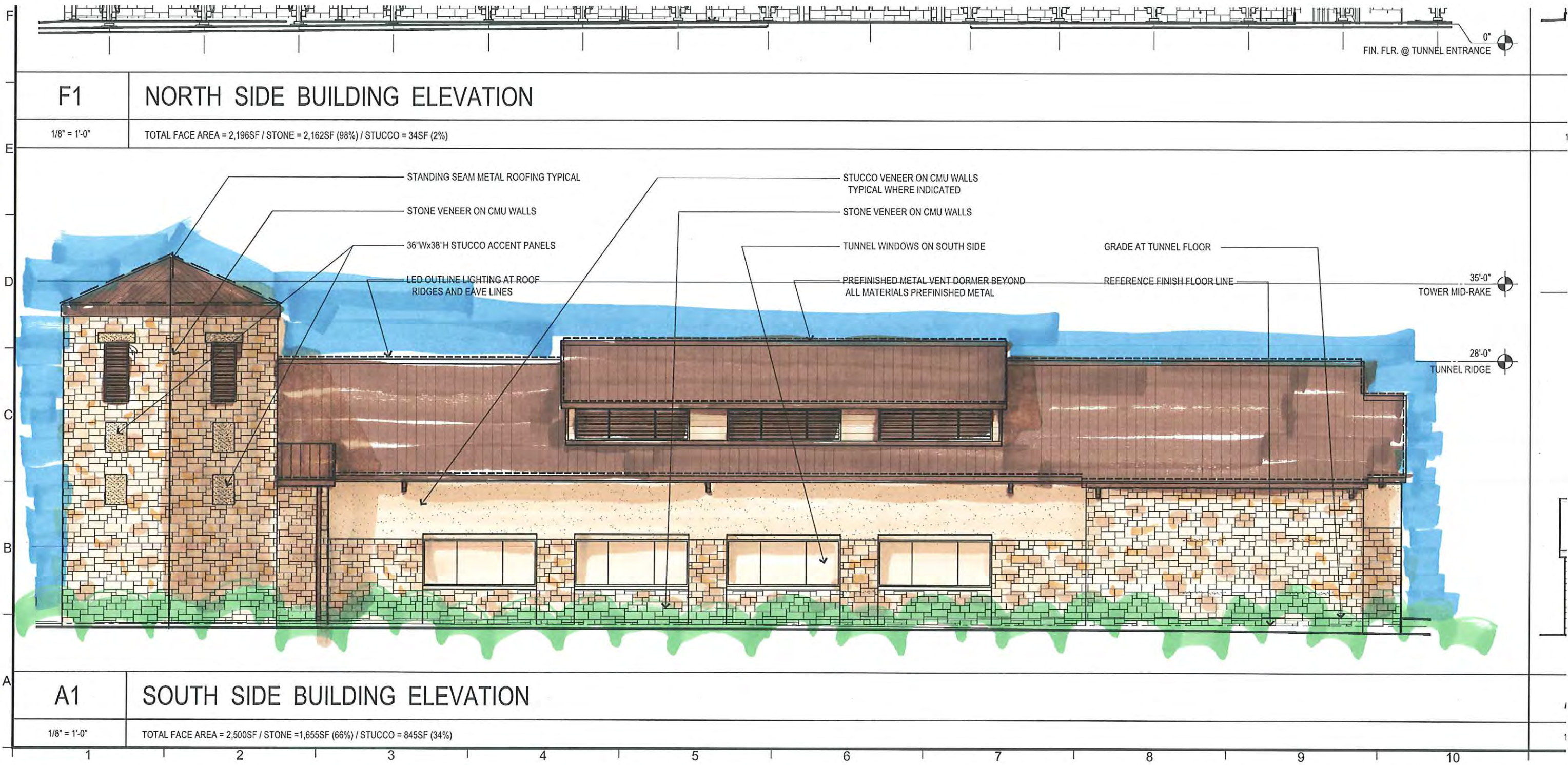
L1

PRELIMINARY LANDSCAPE PLAN

1" = 40.0'

ZONE C2 / TRACT R18004 - SHOWING ENTIRE DEVELOPMENT AREA - PROPOSED BUILDING AREA 4,850SF







TOWN COUNCIL AGENDA ITEM NO.10

REGULAR ITEM

DATE: April 3, 2017

FROM: Jimmy Stathatos, Town Manager

ITEM: Discuss and consider measures to facilitate public access to insurance assistance in light of recent severe weather events.

BACKGROUND INFORMATION: This item would enable staff to work with insurance companies to better serve our residents during weather/emergency events.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

RECOMMENDATION: Move to direct the Town Manager to cooperate with insurance companies to provide relief to citizens affected by recent weather events, and in this limited instance to exercise discretion and restraint in the enforcement of Town regulations that he, in good faith, believes are contrary to the best interest of the public health, safety and general welfare, and suspend specific performance of his contractual obligation to strictly enforce any such regulation.

Town Council Future Agenda Items



SCHEDULED	4/17/2017	Presentation	Graduation Day - Flower Mound Citizens Academy - Class of 2017
		Consent	Consider approval to purchase materials and installation for the renovation of the Police Department's Jail areas, for the Police and Courts Facility Upgrades project, from XXX, a State of Texas Co-Op Contract participant; in the amount of \$XXX.
		Consent	Consider approval of the purchase of Horton C4500 Medic for the Fire and Emergency Services Department through the Texas Local Government Purchasing Cooperative Program; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an Interlocal Cooperation Agreement for Library Services
		Consent	Consider approval to purchase materials and installation for the renovation of the Police Department's Locker and Shower areas, for the Police and Courts Facility Upgrades project, from XXX, a State of Texas Co-Op Contract participant; in the amount of \$XXX.
		Consent	Consider approval of the purchase and installation of play equipment for the 2016-17 Playground Replacements project for Grove Park, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$134,186.00.
		Consent	Consider approval of the purchase and installation of play equipment for the 2016-17 Playground Replacements for Glenwick Park, from Heartland Park & Recreation, LLC., through the Texas Local Government Purchasing Cooperative, in the amount of \$141,327.10.
		Consent	Consider approval to purchase materials and installation for the renovation of Fire Station No. 1's crew showers and mechanical areas, for the Fire Station No. 1 Facility Upgrades project, from XXXX, a State of Texas Co-Op Contract participant; in the amount of \$XXXX.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on April 3, 2017.
		Regular	Consider approval of an agreement with All City Management Services (ACMS).
	4/20/2017	Work Session	Presentation and discussion regarding the Town requirements and process for Traffic Impact Analyses
	5/1/2017	Consent	FM2499 12-Inch Water Line Ph III CO1 and Final Acceptance.

SCHEDULED	5/1/2017	Consent	Long Prairie 12-Inch Water Line CO1 and Final Acceptance.
		Consent	FM 2499 & FM 3040 Water Line Crossing Change Order 2 and Final Acceptance.
		Consent	Sagebrush Drive Change Order 5 and Final Acceptance.
		Consent	Consider approval of Change Order No. 5 in the amount of \$14,557.08 and final acceptance with Basic IDIQ Inc., for the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, authorization for final payment to Basic IDIQ Inc., in the amount of \$69,576.31; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	2016-2017 Playground Equipment Replacement - Oak Park.
		Consent	Heritage Park Phase III Construction Award.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on April 17, 2017.
	5/15/2017	Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
		Consent	Heritage Park Phase III - Testing Award
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 1, 2017.
		Regular	Bradford Park Development Agreement.
		Regular	Placeholder: Canvass May 6, 2017 Election
	6/5/2017	Consent	2015 Street Reconstruction (Canterbury Lane & Superior Place)
		Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
		Consent	FM 1171 @ FM 2499 Eastbound Right Turn Lane Construction Award.
		Consent	Shady Point Acres Water Main Replacement Construction Award.
		Consent	Town Hall GMP
		Consent	2016-17 CIP Amendment 5
		Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Consent	2016-17 Playground Replacement - Bluebonnet Park.

SCHEDULED	6/5/2017	Consent	2016-17 Playground Replacement - Spring Meadow Park.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 15, 2017.
		Consent	Consider approval of the minutes from a work session of the Town Council held on May 18, 2017.
	6/15/2017	Work Session	Presentation and discussion on the Town's floodplain standards
	6/19/2017	Consent	Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2017 and ending September 30, 2018, subject to renewal for an additional one-year term, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2017; and authorization for the Mayor to execute same on behalf of the Town.
	8/7/2017	Consent	Consider approval of an ordinance establishing the 2017 certified appraisal roll.
		Consent	Consider accepting the submission of the notice of an effective tax rate of \$_____ per \$100 assessed valuation and a rollback tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018.
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2017, and ending September 30, 2018.
		Consent	Consider proposing a maximum tax rate of \$0._____ per \$100 valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018; and scheduling August 21, 2017, public hearings on the budget and tax rate, September 5, 2017, public hearing on the tax rate, and scheduling the September 18, 2017, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 21, 2017, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 18, 2017, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

SCHEDULED	8/7/2017	Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 21, 2017, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 18, 2017, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
	8/17/2017	Work Session	Hold a discussion and provide direction regarding the FY 2017-2018 Proposed Budget, including Community Support funding.
	8/21/2017	Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Public Hearing to consider a tax rate of \$0.____ per \$100 assessed valuation.
	9/5/2017	Regular	Public Hearing to consider a tax rate of \$0.____ per \$100 assessed valuation.
	9/18/2017	Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, and making appropriations for each fund and department.
		Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2017.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.

SCHEDULED	9/18/2017	Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Consent	Consider approval for Waste Water Treatment Plant Administrative Building Renovation
		Consent	Fire Station #7 Design Award.