

AGENDA

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

August 7, 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. 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.

E. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

F. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects

G. 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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H. COORDINATION OF CALENDARS

1. The next Town Council meeting (work session) is scheduled for Thursday, August 17, 2017.
2. Discuss and consider date options (3) for board and commission applicant interviews.

I. 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 7/17-** Consider approval of the minutes from a regular meeting of the Town Council held on July 17, 2017.
2. **PARM Revision-** Consider approval of a revision to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 1, Section 1.11 Definitions.
3. **Certified Appraisal Roll-** Consider approval of an ordinance establishing the 2017 certified appraisal roll.
4. **Certified Collection Rate-** 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.
5. **Schedule Budget and Tax Rate-** Consider proposing a maximum tax rate of \$0.4390 per \$100 valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018; scheduling the 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 p.m., at Town Hall, located at 2121 Cross Timbers Road.
6. **Effective and Rollback Tax Rates-** Consider accepting the submission of the notice of an effective tax rate of \$0.426847 per \$100 assessed valuation and a rollback tax rate of \$0.448423 per \$100 assessed valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018.
7. **Schedule Crime District Public Hearing-** 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. **Schedule Fire District Public Hearing-** 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.
9. **CDBG Annual Plan-** Consider approval of a resolution authorizing the adoption of the Program Year 2017 Action Plan for the Community Development Block Grant and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

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10. **Oncor Rate Case Denial-** Consider approval of a resolution finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") application to change rates with the Town should be denied; finding that the Town's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the Company and legal counsel.
11. **Bluebonnet Playground Replacement-** Consider approval of the purchase and installation of play equipment for the 2016-17 Playground Replacements project, at Bluebonnet Park, from Play and Park Structures of North Texas, through the Texas Local Government Purchasing Cooperative, in the amount of \$214,377.85.
12. **Oak Park Playground-** Consider approval of the purchase and installation of the 2016-17 Playground Replacements project, for the Oak Park Playground, from Playwell Group, Inc., and PlayWorks, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$263,077.88.
13. **FS No.6 Fencing & Landscaping-** Consider approval of a Construction Agreement with Construction Rent-A-Fence, Inc., for Landscaping and Fencing at the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, in the amount of \$236,921.00; and authorization for the Mayor to execute same on behalf of the Town.
14. **Shady Point Acres Water Main-** Consider approval of a Construction Agreement with Wildstone Construction LLC, for the Shady Point Acres Water Line Replacement project, in the amount of \$916,507.00; and authorization for the Mayor to execute same on behalf of the Town.
15. **Street leveling Services-** Consider approval of the purchase of street leveling services from Nortex Concrete Lift & Stabilization, Inc., through a City of Grand Prairie contract, in the estimated annual amount of \$75,000.00
16. **LISD Speed Limit Time Change-** Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets for reduced school speed zones for the Lewisville Independent School District locations.

J. REGULAR ITEMS

17. **Storm damage vehicle repairs-** Consider approval of issuing a purchase order for repairs to Town vehicles that have external body and/or hail damage from the March and April 2017 storms, in the amount of \$290,407.26 (This item was postponed to 8/7/17 at the 7/17/17 town council meeting).
18. **Public Hearing-MPA-RES Flower Mound-** Public Hearing to consider a request for a Master Plan Amendment (MPA16-0012 – RES Flower Mound) to amend Section 9.0, Wastewater Plan, to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road and east of Flower Mound Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its July 10, 2017, meeting.)

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19. **Public Hearing-Tree Removal permit-** Public Hearing to consider an application for a tree removal permit for seven (7) specimen tree on property proposed for development as Responsive Education Solutions. The property is generally located at the southeast corner of Cross Timbers Road and Flower Mound Road. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its May 2, 2017, meeting).
20. **SP-RES Flower Mound-** Consider a request for a Site Plan (SP17-0001 – RES Flower Mound) to develop an elementary/secondary school, with an exception to the access management policy and criteria regarding deceleration lanes as set forth in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located at the southeast corner of Cross Timbers Road and Flower Mound Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its July 10, 2017, meeting.)

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

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals 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.

L. 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.

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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M. 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.

N. 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: August 4, 2017, at 1:56 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: August 7, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on July 17, 2017.

BACKGROUND INFORMATION: The Town Council held a regular meeting on July 17, 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 July 17, 2017.

FLOWER MOUND TOWN COUNCIL MEETING OF JULY 17, 2017**PAGE 485**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 17TH DAY OF JULY 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/07172017-1169> (subject to change)

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

Tom Hayden	Mayor
Don McDaniel	Mayor Pro Tem
Kevin Bryant	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Claudio Forest	Councilmember Place 5

With the following councilmembers absent:

Bryan Webb	Councilmember Place 2
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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
Andrea Roy	Director of Economic Development
Clay Riggs	Floodplain Manager

A. CALL REGULAR MEETING TO ORDER

Deputy Mayor Pro Tem Bryant 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 Mark Sherrill gave the invocation and Flower Mound High School's AFJROTC led the pledges.

D. PRESENTATIONS

1. Proclamation for Town of Flower Mound 'Purple Heart Town' designation.

Deputy Mayor Pro Tem Bryant recited the proclamation and presented it to Jon Lunkwicz, Jr., Vice Commander, Department of Texas Military Order of Purple Heart.

Mr. Jon Lunkwicz, Jr. presented the Town with a plaque recognizing the Town as a Purple Heart Town. It was noted that Flower Mound is the first "Town" to receive this designation, which honors those who serve in the military, veterans, those who have served in combat, and their families.

FLOWER MOUND TOWN COUNCIL MEETING OF JULY 17, 2017**PAGE 486****E. 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 (as written on the form)
1.	Kathy O'Keefe, 3004 Oxford Ct	Drugs & suicide
2.	Chrissy Clark, 4612 Saint Charles Ct	Tennis Center
3.	Alton Bowman, 6524 Orchard Dr	Local control/tree preservation
4.	Nancy Kleckner, 2608 Wisdom Creek Dr with donated time from: Katie Mayer, 3612 Burlington Dr Chrissy Clark, 4612 Saint Charles Ct Shelley Bingham, 2200 Condor St	Tennis Center
5.	Mike Brauer, Chairman of the Board – 22Kill, Dallas	Veteran Suicide
6.	Rob Wildman, 2117 Dana Ct	Purple Heart Designation
7.	Jeff Ramsey, 5100 Clear Creek Dr	Thank the Town on behalf of ATF
8.	Sandeep Sharma, 2504 Stillwater Ct	Support for local control
9.	Al Picardi, 1525 Lindby Dr	Sewage in Cross Timbers Conservation District

F. ANNOUNCEMENTS

Mayor Pro Tem McDaniel announced there is a 22 Kill event happening now at Fuzzy's Taco Shop.

Deputy Mayor Pro Tem Bryant expressed appreciation for the cadets that presented the colors and recited their names.

Councilmember Jason Webb indicated he used to work for the USTA in Austin.

In light of the comments made during public participation, Councilmember Jason Webb encouraged everyone to reach out and help meet the needs of those in our community who are begging for help by utilizing all available resources.

G. TOWN MANAGER'S REPORT

Mr. Stathatos gave an update on the following projects:

1. Capital improvement projects:
 - FM 1171 eastbound turn lane at FM 1171 and FM 2499
 - Pond dredging and bank stabilization projects
 - Bruton Orand storage tank
2. Economic Development projects:
 - The Market at Lakeside is now open
 - Edison Coffee will be opening soon
 - Mi Dia is scheduled to open in August
3. New town hall and library expansion:
 - For Town hall the permit has been issued and the fence is up
 - The TIRZ board approved the Library to move forward

H. FUTURE AGENDA ITEMS

1. a. Mayor Hayden suggested having a full review of the Town's Ordinances for the purpose of identifying outdated, unnecessarily stringent, or erroneous regulations to determine if they are still applicable and if they are meeting the community standard.

Mr. Stathatos noted that the best approach would be to hire a third party. He also indicated that staff could come up with some of those regulations based on common situations. He also asked Council to provide feedback at the next strategic planning session so it can be included in the scope, followed by bringing forward a decision package in the next budget cycle.

There was Council consensus to proceed with outsourcing this endeavor to a professional firm, and particularly one that holds a broad spectrum of knowledge, along with a lot of reference points so they can look at it with the ultimate goal of streamlining the Town's ordinances, removing ones that don't make sense, and rewording others as warranted.

In addition, it was suggested that this process include a series of charrettes (i.e. developers, homeowners, etc.) to make sure the Town is gathering input throughout the process, as well as multiple public hearings. Furthermore, there was discussion that there is not a desire to erode the Town's high quality standards, but to focus on things that simply don't make sense.

b. Mayor Hayden requested a future agenda item to talk about the Town's abilities and legalities associated with the tree ordinance.

2. Deputy Mayor Pro Tem Bryant announced that August 21st is National Senior Citizens Day and indicated he would like the Town to possibly initiate something.

Ms. Wallace pointed out that September is National Senior Citizen month and noted there are activities at the senior during the entire month. Deputy Mayor Pro Tem Bryant indicated increasing communication on those events should be sufficient.

I. COORDINATION OF CALENDARS

1. Mayor Hayden announced that the next Town Council regular meeting is scheduled for Monday, August 7, 2017.
2. Discuss and reschedule date options for the Strategic Planning Session.

There was Council discussion and consensus to schedule the strategic planning session for Friday, August 4, 2017, with a 4pm start time, and with a holdover date of Saturday, August 5, 2017, recognizing that one member (Councilmember J. Webb) is anticipated to be absent.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on June 19, 2017.

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RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on June 19, 2017.

2. Consider approval of Amendment No. 1 to the Service Agreement for Demand Response Transit Service, with SPAN, Inc., for an increase of \$6,289.92; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve Amendment No. 1 to the Service Agreement for Demand Response Transit Service, with SPAN, Inc., for an increase of \$6,289.92; and authorization for the Mayor to execute same on behalf of the Town.

3. 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 No. 70-16, 02-17, 10-17 and 17-17 for adjustments to the General Fund and the Utility Fund.

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 No. 70-16, 02-17, 10-17 and 17-17 for adjustments to the General Fund and the Utility Fund.

ORDINANCE NO. 22-17

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, 02-17, 10-17 and 17-17, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND AND THE UTILITY 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.

4. Item 4 was pulled from consent and moved to regular items for discussion.
5. Consider approval of the purchase Fed Submit (Criminal) Palm Scan Print Pack for Police Services from Mentalix, through the GSA Advantage cooperative purchasing program, in the amount of \$24,036.00.

RECOMMENDATION: Move to approve the purchase Fed Submit (Criminal) Palm Scan Print Pack for Police Services from Mentalix, through the GSA Advantage cooperative purchasing program, in the amount of \$24,036.00.

6. Consider approval of an agreement with Axon Enterprise, Inc., for the trial use of body worn camera products; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve an agreement with Axon Enterprise, Inc., for the trial use of body worn camera products; and authorization for the Mayor to execute same on behalf of the Town.

7. Consider approval of award of the engineering services to Alan Plummer Associates, Inc. for the Lakeside Business District – Water Reuse Master Plan project, in the amount of \$118,173.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve an award of the engineering services to Alan Plummer Associates, Inc. for the Lakeside Business District – Water Reuse Master Plan project, in the amount of \$118,173.00; and authorization for the Mayor to execute same on behalf of the Town.

8. Consider approval of the award of material testing services to Globe Engineers, Inc. for the FM 2499 Roadway, Drainage, and Traffic Signal Improvements project, in the amount of \$41,360.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve an award of material testing services to Globe Engineers, Inc. for the FM 2499 Roadway, Drainage, and Traffic Signal Improvements project, in the amount of \$41,360.00; and authorization for the Mayor to execute same on behalf of the Town.

9. Consider approval of a Professional Services Agreement for the design phase services of the Bakers Branch Collector Phase II project, with Kimley-Horn and Associates, Inc., for \$120,000.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Professional Services Agreement for the design phase services of the Bakers Branch Collector Phase II project, with Kimley-Horn and Associates, Inc., for \$120,000.00; and authorization for the Mayor to execute same on behalf of the Town.

10. Consider approval of the purchase of asphalt overlay services from Reynolds Asphalt & Construction Company, through a City of Grand Prairie contract #16112, in the estimated annual amount of \$225,000.00.

RECOMMENDATION: Move to approve the purchase of asphalt overlay services from Reynolds Asphalt & Construction Company, through a City of Grand Prairie contract #16112, in the estimated annual amount of \$225,000.00.

11. Consider approval of Change Order No. 2 and final acceptance of the FM 2499/FM3040 24-inch Water Line Crossing Replacement project, amending the contract with Mountain Cascade of Texas LLC, for a decrease to the contract in the amount of \$14,638.22, and authorization of final payment to Mountain Cascade of Texas LLC, in the amount of \$22,076.23; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve Change Order No. 2 and final acceptance of the FM 2499/FM3040 24-inch Water Line Crossing Replacement project, amending the contract with Mountain Cascade of Texas LLC, for a decrease to the contract in the amount of \$14,638.22, and authorization of final payment to Mountain Cascade of Texas LLC, in the amount of \$22,076.23; and authorization for the Mayor to execute same on behalf of the Town.

12. Consider approval to award Bid No. 2017-76 to Axis Contracting, Inc., for the FM 1171 at FM 2499 Eastbound Right Turn Lane project, in the amount of \$426,276.25; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve award Bid No. 2017-76 to Axis Contracting, Inc., for the FM 1171 at FM 2499 Eastbound Right Turn Lane project, in the amount of \$426,276.25; and authorization for the Mayor to execute same on behalf of the Town.

13. Consider a request to waive certain fees associated with the use of Twin Coves Park amenities and finding a public purpose for such waiver.

RECOMMENDATION: Move to approve to waive certain fees associated with the use of Twin Coves Park amenities and finding a public purpose for such waiver.

14. Consider approval a Professional Services Agreement for preservation planning and architectural services for the Gibson-Grant Cabin project to Quimby McCoy Preservation Architecture, LLP, in the amount of \$35,000; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Professional Services Agreement for preservation planning and architectural services for the Gibson-Grant Cabin project to Quimby McCoy Preservation Architecture, LLP, in the amount of \$35,000; and authorization for the Mayor to execute same on behalf of the Town.

15. Consider approval of the award of Bid No. 2017-87 Annual Sidewalk Replacement Program to (Contractor), at the unit prices bid, in the estimated annual amount of \$100,000.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve the award of Bid No. 2017-87 Annual Sidewalk Replacement Program to (Contractor), at the unit prices bid, in the estimated annual amount of \$100,000.00; and authorization for the Mayor to execute same on behalf of the Town.

Deputy Mayor Pro Tem Bryant moved to approve by consent Items 1 – 3; 5 - 15 and Councilmember Jason Webb 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:

AYES: FOREST, MCDANIEL, BRYANT, J WEBB

NAYS: NONE

ABSENT: B WEBB

Motion passed

K. REGULAR ITEMS

4. Consider approval of issuing a purchase order for repairs to Town vehicles that have external body and/or hail damage from the March and April 2017 storms, in the amount of \$290,407.26.

This item was pulled by Councilmember Forest as he had questions relative to the financial decision to make repairs on vehicles that are 10+ years old, and whether those repairs are for functional repair such as windshields/tail lights or simply cosmetic.

Ms. Wallace or Ms. Stathatos offered an explanation relative to how decisions are made relative to repairs of fleet vehicles, and the insurance company's involvement.

Councilmember Forest moved to postpone the purchase of repairs to Town vehicles that have external body and/or hail damage from the March and April 2017 storms, in the amount of \$290,407.26 to the August 7, 2017 Council meeting; providing additional backup information on how much of the cost is cosmetic versus functional repairs. Councilmember Jason Webb seconded the motion.

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

16. Consider approval of a resolution opposing the legislative curtailment of local control / tree preservation authority; reaffirming home rule control and local governance.

Deputy Mayor Pro Tem Bryant recited the Resolution in its entirety.

There was Council discussion as follows:

- How local control is under attack during the special legislative session in Austin
- Importance of the resolution and how Flower Mound as a community can come together and say we are the best place to make decisions that are important to its citizenry
- How the state is taking on the position that local governments are overreaching and it's minimizing the ability for cities and towns to enact ordinances

Councilmember Jason Webb moved to approve a resolution opposing the legislative curtailment of local control / tree preservation authority; reaffirming home rule control and local governance. Deputy Mayor Pro Tem Bryant seconded the motion.

RESOLUTION NO. 10-17

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, OPPOSING THE LEGISLATIVE CURTAILMENT OF LOCAL TREE PRESERVATION AUTHORITY; REAFFIRMING HOME RULE CONTROL AND LOCAL GOVERNANCE; AND PROVIDING AN EFFECTIVE DATE.

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

17. Public Hearing to consider a request for rezoning (ZPD17-0001 - Lakeside Crossing) from Agricultural District (A) and a portion of Planned Development District No. 31 (PD-31) to Planned Development District No. 153 (PD-153) for both residential and non-residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, with certain modifications and exceptions to the Code of Ordinances, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$189,504.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$20,820.00. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 8, 2017, meeting.)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Photos of the site
- Concept plan
- Open space plan
- Elevations
- Development and compatibility standards
- Urban design meritorious architecture (allowed versus proposed)
- Examples
- Environmental standards
- Comprehensive sign package
- P & Z recommendation
- Vehicular connectivity

Mr. Powell responded to questions that were either from Council or brought up during the public hearing regarding:

- Clarification regarding vehicular versus pedestrian connectivity
- How the loss of six parking stalls impacts the project
- Clarification regarding how the exemption is to add more parking
- Underground power lines
- If the street parking is part of the hotel parking calculations
- Were the changes discussed today included in the draft motion in the packet

Applicant Presentation

Randi Rivera, Land Planner, G & A Consultants

Ms. Rivera gave a presentation identifying or noting:

- Inspiration for the site (innovative, quality of life elements, connected design component, thriving)
- Property (12 acres)
- Site photos

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- Aerial picture, including tree preservation
- First concept
- Concept plan
- PD Development standards
- Open space plan
- Architectural imagery
- Hotel architecture
- Building 6 elevations
- Prodema material

Tim Nystrom, President, and Marcus Trimble, VP, Architectural and Design Services, Newstream Commercial, 4200 Heritage Trace Pkwy, Suite 100, Keller, Texas

- Unscripted hotel brand background information
- Design elements associated with the hotel

Mr. Nystrom, Ms. Rivera, or Mr. Trimble responded to questions from Council regarding:

- Marketing strategy for the hotel
- What is the lobby going to look like
- What are the rooms going to look like
- Average hotel room rate
- If approved, when would the hotel be built
- What portions of the development are pre sold
- How many jobs will be created
- If the town homes include shared walls
- What is the price point of the town homes
- What is the total square footage of all of the commercial buildings
- What is the percentage of open space
- How many parking spaces are allotted for the hotel and if parking calculations included the restaurant component
- How many rooms are allotted for the hotel
- How will someone enter the hotel from the rear
- Are there future plans for the 10 acres to the south of the site

Mayor Hayden opened the Public Hearing at 8:35 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
Jim Engel, 5710 Bayberry		Paul Stone, 4100 Broadway
Paul Stone, 4100 Broadway		
Sandeep Sharma, 2504 Stillwater Ct		
Eric Jacobsen, 729 Balmoral Castle Ct		

FLOWER MOUND TOWN COUNCIL MEETING OF JULY 17, 2017**PAGE 494**

There was Council discussion as follows:

- How this is the type of project that is desired for the remaining area within the Lakeside District
- Appreciation for the compromises made throughout the process
- Appreciation for the unique aspect of the hotel and how it stands out and ties to the surrounding development
- How the entire concept plan has been well thought out and blends with the area to keep the natural beauty of the land
- Appreciation for the materials with the look of wood
- Appreciation for the efforts to work around the specimen trees
- How Flower Mound has a history of bringing forward unique concepts, even though they are different

Mayor Hayden closed the Public Hearing at 8:52 p.m.

Mayor Pro Tem McDaniel moved to approve a request for rezoning (ZPD17-0001 - Lakeside Crossing) from Agricultural District (A) and a portion of Planned Development District No. 31 (PD-31) to Planned Development District No. 153 (PD-153) for both residential and non-residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, with certain modifications and exceptions to the Code of Ordinances, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$189,504.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$20,820.00, with the understanding modifications to Exhibit(s) C, D, and E will be made to reflect the vehicular cross connectivity between the subject site and the Lakeside DFW development located to the north of the subject site. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. Councilmember Forest seconded the motion.

ORDINANCE NO.25-17

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 CHANGING THE ZONING ON APPROXIMATELY 12.0 ACRES OF LAND SITUATED IN THE J. N. TANNEHILL SURVEY, ABSTRACT NUMBER 1252, FROM AGRICULTURAL DISTRICT (A) AND A PORTION OF PLANNED DEVELOPMENT DISTRICT NO. 31 (PD-31) TO PLANNED DEVELOPMENT DISTRICT NO. 153 (PD-153) WITH BOTH NON-RESIDENTIAL AND RESIDENTIAL USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING 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; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: J WEBB, BRYANT, MCDANIEL, FOREST

NAYS: NONE

ABSENT: B WEBB

18. Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Newstream Hotels & Resorts, LLC, and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Roy gave a presentation identifying or noting:

- Proposed unscripted hotel
- Project stats
- Incentive package (Town of Flower Mound and Newstream Commercial)
- Chapter 380 Deliverables
- Cost-benefit overview (hotel and commercial)

Ms. Roy, Mr. Stathatos, or Mr. Meredith responded to questions regarding:

- What happens to a business slated for the development in a situation of a down economy, where the benefit does not trickling down to the occupant
- Progress measurements
- What is the total cost to the Town of Flower Mound
- Explain what HOT tax is and what it can be used for

There was Council discussion regarding how the Town is not actually writing a check

Mayor Hayden opened the Public Hearing at 9:30 p.m. and no one spoke in support or opposition. Mayor Hayden closed the Public Hearing at 9:30 p.m.

Mayor Pro Tem McDaniel moved to approve a Chapter 380 Agreement between the Town of Flower Mound and Newstream Hotels & Resorts, LLC, and authorization for the Mayor to execute same on behalf of the Town. Deputy Mayor Pro Tem Bryant seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: J WEBB, BRYANT, MCDANIEL, FOREST

NAYS: NONE

ABSENT: B WEBB

Mayor Hayden opened items 19 and 20 at the same time.

19. Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2017A, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

Staff Presentation

Ms. Wallace gave a presentation for items 19 and 20 identifying or noting:

- History and purpose of the issuance and associated projects

FLOWER MOUND TOWN COUNCIL MEETING OF JULY 17, 2017

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John Martin, Hilltop Securities

Mayor Hayden asked Mr. Martin if there is anything he can add that would be beneficial. Mr. Martin responded that the market feels good, and offered congratulations to the Town for having the AAA rating affirmed.

Mayor Hayden pointed out there is savings to be gained by bundling the projects.

Councilmember Jason Webb moved to approve an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2017A, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto. Mayor Pro Tem McDaniel seconded the motion.

ORDINANCE NO. 23-17

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2017A"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE TOWN AND A LIMITED PLEDGE OF THE NET REVENUES DERIVED FROM THE OPERATION OF THE TOWN'S WATERWORKS AND SEWER SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SUCH CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY AND DELIVERY OF SAID CERTIFICATES OF OBLIGATION; DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF SAID CERTIFICATES TO AN AUTHORIZED TOWN OFFICIAL; AND PROVIDING AN EFFECTIVE DATE.

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

20. Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, Series 2017, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

Councilmember Jason Webb moved to approve an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, Series 2017, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto. Mayor Pro Tem McDaniel seconded the motion.

ORDINANCE NO. 24-17

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “TOWN OF FLOWER MOUND, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID BONDS; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF SAID BONDS; AND DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF SAID BONDS TO AN AUTHORIZED TOWN OFFICIAL.

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

21. Consider approval to award Bid No. 2017-81 to Shirley and Sons Construction Co., Inc. for the Rheudasil, Wilkerson, and Cortadera Park Pond Improvements project, in the amount of \$2,606,566.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Mr. Riggs gave a presentation identifying or noting:

- Background information for all three ponds
- Construction plans
- Rheudasil Park plans
- Wilkerson dredging plans
- Cortadera dredging and water service and fountain plan

And he responded to questions from Council as follows:

- How will Wilkerson pond be accessed without entering into the yards of residents
- Are there any inconveniences the residents in the nearby area will experience
- What is the timing
- What is the current situation when there are low water levels
- Is the contractor responsible for ground cover restoration
- Will the existing tot lot and basketball court area remain open during construction at Cortadera
- Was the bid process very competitive, and if not, how does the town know we're not over paying

There was Council discussion regarding:

- Interest in notifying the residents in the parameter of the ponds of the anticipated work
- Once the pond work at Cortadera is complete, there is interest in making improvements to this park that would include adding grass to some of the problem areas, along with repairs to the basketball court equipment.

FLOWER MOUND TOWN COUNCIL MEETING OF JULY 17, 2017**PAGE 498**

Deputy Mayor Pro Tem Bryant moved to approve award Bid No. 2017-81 to Shirley and Sons Construction Co., Inc. for the Rheudasil, Wilkerson, and Cortadera Park Pond Improvements project, in the amount of \$2,606,566.00; and authorization for the Mayor to execute same on behalf of the Town. Councilmember Forest seconded the motion.

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

22. Discuss and consider a process to use for board & commission appointments, including current members, and new/past applicants.

Mayor Hayden summarized the current format. There was Council discussion relative to utilizing the same meet and greet format or if other options should be explored.

Ms. Scott summarized that there is Council consensus to:

1. Continue with the Meet and Greet interview process with two date options
2. Have the option for an additional one-on-one interview date that would include applicants selected from a narrowed down list, and as derived from the Meet and Greet interviews
3. Include existing board members with end of September term expiration dates for the Meet and Greet interview process
4. Reach out to current applicants to determine continued interest
5. Initiate the promotional plan to advertise accepting applicants
6. Televisе the Meet and Greet interviews as previously done
7. For the Meet and Greet interviews, include the list of names, what board they are applying for, and a notes field (try and get the applicants to commit to a date they are coming) when possible

Mr. Meredith responded to questions from Council as follows:

1. Clarification regarding whether or not board interviews can take place in open or closed session

L. BOARDS/COMMISSIONS (Executive Conference Room)

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

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 10:07 p.m. on July 17, 2017, 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, and reconvened into an open meeting at 11:21 p.m. on July 17, 2017, to take action on the items 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.

No action taken.

- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

No action taken.

- 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.

No action taken.

- d. Consultation with Attorney as follows:

1. Ordinance 33-00, establishing Planned Development District No. 31

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 11:21 p.m. on Monday, July 17, 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. 2

CONSENT ITEM

DATE: August 7, 2017
FROM: Lynda B. Bolitho, Director of Human Resources
ITEM: Consider approval of a revision to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 1, Section 1.11 Definitions.

BACKGROUND INFORMATION: The Town's Personnel and Administrative Regulations Manual (PARM) governs the standards by which each employee is held accountable during their employment with the Town. According to the Town Charter, the Town Manager shall "prepare personnel rules subject to the approval of the Council." [Town Charter, Article IV, § 4.02.03(7)]

The proposed revision will add a work week definition which will allow for an 80 hour work schedule within a 14-day work cycle for non-exempt detention services officers pursuant to the Fair Labors Standards Act Section 207k. This schedule will improve morale, increase productivity, and provide scheduling flexibility in order to ensure adequate coverage of jail operations. This change will become effective the first day of the pay period following the reopening of jail operations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town Council may choose not to change the current policy. Town employees will continue to be subject to the existing policy.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Redlined Copy of Title I, Chapter 1, Section 1.11 Definitions
2. Clean Copy of Title I, Chapter 1, Section 1.11 Definitions

DRAFT MOTION: Move to approve revisions to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 1, Section 1.11 Definitions.

TOWN OF FLOWER MOUND**TITLE I****PERSONNEL REGULATIONS****CHAPTER 1 GENERAL PROVISIONS****1.01 Objectives**

The purpose of these personnel regulations is to create a high degree of understanding, cooperation, efficiency and unity, all of which come through the systematic application of established procedures in personnel management and administration; and to provide a uniform policy for all employees, with all the benefits such a program ensures.

This manual is designed to provide information regarding working conditions, employee benefits, and policies affecting employment. Employees should read, understand, and comply with all provisions of the manual. It describes many responsibilities as an employee and outlines the programs developed by the Town to benefit employees.

No employee manual can anticipate every circumstance or question about policy. As the Town continues to grow and as the need may arise, the Town reserves the right to revise, supplement, or rescind any policies or portion of the manual from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is the "at-will" employment policy permitting the employee or the Town to end the employment relationship for any reason at any time. Any future changes to the manual shall be communicated to employees through official notices.

The fundamental objectives of these rules and regulations are:

- A. To promote and increase efficiency, responsiveness to the public, and economy in the service of the Town;
- B. To develop a program of recruitment, advancement, and tenure which shall make service to the Town attractive as a career and shall encourage each

- employee to render his best services to the Town;
- C. To establish and maintain an equitable and uniform plan of evaluation and compensation based upon the relative duties and responsibilities of positions within the Town and to reward meritorious service;
 - D. To establish and promote high morale among Town employees by providing a good working environment, uniform personnel policies, and opportunity for advancement;
 - E. To endeavor to comply with all applicable statutes and regulations, including all confidentiality and security safeguards set forth in the Texas Public Information Act, as amended, and the federal Privacy Act of 1974, as amended.
 - F. To provide an attractive, efficient, and safe environment by maintaining good physical working conditions and a planned safety program;
 - G. To regard planned training, continuing education, and staff development activities as an investment for the mutual benefit of employees and the Town;
 - H. To communicate freely, and to encourage communication from and among all employees;
 - I. To provide a work environment that is conducive to both personal and professional growth; and
 - J. To safeguard any employee's right to be treated with respect, dignity, equity and fairness; where provided, the right to appeal any violation of these rights; and to assure the right of employees to present grievances through appropriate channels.

1.02 Statement of At-Will Employment

Employment with the Town of Flower Mound is on an "at-will" basis. The employee may quit and the Town may terminate the employee at any time, for any non-discriminatory reason or for no reason. The provisions of these Policies are not intended

to create a contract of employment, and no agreement or promise regarding an employee's terms or conditions of employment is binding on the Town. The Town has the right to change the policies at any time without prior notice. No contrary verbal representation or statement of an employee's terms and conditions of employment is binding upon the Town.

1.03 Equal Employment Opportunity Statement

As the governmental unit established to serve all of the citizens of the Town of Flower Mound, the Town of Flower Mound, Texas recognizes that it is in the best interest of efficiency, effectiveness, and equity within its municipal operations to ensure that all of its citizens and employees are allowed to make the greatest contribution of which they are capable to their municipal government. In striving toward this end, the Town recognizes and readily accepts its legal and moral responsibility to uphold the Constitution and laws of the United States of America and the State of Texas. It is with the expressed intent of fulfilling this responsibility that the Town of Flower Mound, Texas, hereby adopts the following Equal Employment Opportunity Policy Statement:

- A. Equal opportunity in employment shall be provided to all persons.
- B. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures, or any other aspect of employment or personnel management because of political or religious opinions or affiliations, or because of race, color, age, gender, national origin, disability, or other unlawful basis is prohibited.
- C. Unlawful discrimination on the basis of age, race, gender, color, national origin, religion, or disability is prohibited in the enforcement of these policies.
- D. Derogatory language against or about any person's age, race, gender, color, national origin, religion, or disability is prohibited.

- E. Retaliation, intimidation, coercion, or harassment against any applicant for employment or employee who may file a grievance under this policy and/or who may file a grievance in accordance with existing statutory rights of appeal to appropriate governmental authorities is prohibited.
- F. Any employee who violates the prohibitions, or the letter or spirit, of this policy shall be subject to disciplinary action, up to and including dismissal.

1.04 Motivation and Knowledge of Employees

Every employee in Town service should understand that he is working for the public. It is the goal of the Town to constantly develop more effective and efficient means to serve its citizens; as such, each employee should have a thorough knowledge of his job and should possess a respect for his work. He should have knowledge of the relation of his job to other employees and to the entire Town organization.

1.05 Applicability

These rules and regulations shall apply to all employees unless superseded by the state and federal constitutions, state and federal legislation and/or regulations, Town charter or Town code. Failure to comply with these Policies may result in appropriate disciplinary action. All Town employees are charged with the responsibility of being thoroughly familiar with all provisions of these Personnel Regulations.

Elected officials, the Town Attorney, any Judges of the Municipal Court, members of appointed boards and commissions, persons employed under contract, and personnel appointed to serve without pay shall not be considered Town employees for purposes of these Regulations.

1.06 Dissemination

All Town employees shall be provided a copy of these Regulations and each department shall keep at least one copy available for reference by its employees.

1.07 Departmental Rules/Policies

Because of the variety of services performed by the Town, it may be necessary for individual departments to establish codes of conduct, rules and regulations, and policies and procedures to accomplish departmental responsibilities. All such departmental rules/policies may be more restrictive, but not less restrictive than these Regulations. An employee who violates departmental code of conduct, rules, policy or procedure is subject to disciplinary action.

1.08 Authority and Responsibility

The Town Manager may revise or amend these Regulations, within the law, to the extent deemed necessary by the Town Manager in order to more effectively and efficiently promote the interest of the Town and its employees. The Human Resources Division, upon approval of the Town Manager, is authorized and directed to develop and implement necessary procedures for the efficient administration of these Regulations.

With the exception of matters reserved to the Town Council, the general and final authority for personnel administration rests with the Town Manager. Each Department Head is responsible for enforcing the provisions of these Regulations. Town employees are responsible for complying with and adhering to these Regulations and for conforming to the directions provided by departmental management in the fulfillment of these Regulations.

1.09 Reservation of Authority

The Town reserves the authority to modify, revoke, interpret, or terminate any or all of the rules and regulations specified in these Personnel Regulations, in whole or in part, at any time, with or without notice. The issuance of these Personnel Regulations does not constitute an express or implied contract between the Town and its employees. Town supervisory personnel shall not make any representation to employees or applicants concerning the terms or conditions of employment with the Town which are not consistent with these Personnel Regulations.

1.10 Date of Adoption

These Personnel Regulations are effective immediately upon approval by the Town Council.

1.11 Definitions

G. Any reference to any person in these Regulations by use of the masculine gender is for purposes of grammatical clarity only, and shall not be construed to exclude the feminine gender.

H. Titles utilized herein shall not govern, limit, modify, or affect the scope of meaning or intent of any provision.

I. As used in these Policies Regulations, time periods of eight (8) hours shall be equivalent to twelve (12) hours for Fire Department personnel.

J. Any provision contained herein that is found or determined to be illegal, incorrect, or inapplicable shall not affect the validity of the remaining contents.

K. The words and terms used in these Personnel Regulations shall have the meaning indicated as follows: (unless the context in which the word is used clearly indicates otherwise):

ADDRESS means the street and number, city, state, and zip code of a residence and/or the post office box mailing address, if applicable.

ADMINISTRATIVE LEAVE means an authorized absence with pay.

ANNIVERSARY DATE means the month and date at which one (1) year or additional years of employment with the Town is attained by a regular full-time or part-time employee.

BASE PAY means an employee's salary excluding longevity pay, incentive pay, premium pay, overtime pay and any other additional compensation.

CONTINUOUS SERVICE means employment with the Town uninterrupted by leave of absence without pay or separation from Town service.

CONTRACT EMPLOYEE means an employee who has contracted with the Town

to perform a specific task at a set rate of compensation.

DEMOTION means an assignment of an employee from a position in one classification to a position in another classification having a lower pay grade.

DEPARTMENT means a major functional unit of Town government.

DEPARTMENT HEAD means any person, appointed by the Town Manager or Town Council, who is responsible for the administration of a department, as identified on the Town organization chart adopted by the Town Council.

DIVISION means a functional unit of a department, as identified on the Town organization chart adopted by the Town Council.

DIVISION HEAD means any person appointed by a Department Head who is responsible for the administration of a division, as identified on the Town organization chart adopted by the Town Council.

EMPLOYEE means any person employed and paid a salary or wages by the Town, and includes a person employed on a temporary or part-time basis, but does not include an independent contractor, contract employee, the Municipal Court Judge, the Town Attorney, a member of an appointed Board or Commission, or a member of the Town Council.

EXEMPT EMPLOYEE means any employee who occupies an executive, administrative, or professional position as defined by the Fair Labor Standards Act.

FULL-TIME EMPLOYEE means any employee scheduled to work forty (40) hours or more per work week.

GRADE means a division of a salary and classification schedule with specified rates and/or ranges of pay into which a job or position is classified according to such factors as level of difficulty, responsibility, and others—criteria.

JOB means a collection of tasks, duties and responsibilities regularly assigned to and performed by an individual, or individuals when the magnitude of the job is such that it cannot be performed by one person.

JOB CLASSIFICATION means all positions, regardless of departmental location, that are sufficiently alike in duties and responsibilities to:

1. Be called by the same descriptive title;

2. Be accorded the same pay scale under like conditions; and/or
3. Require substantially the same education, experience, and skills.

LEAVE WITHOUT PAY means an authorized temporary absence without pay.

MANUAL means these Personnel Regulations.

MERIT means character or conduct deserving reward, honor, or esteem.

MILITARY LEAVE means any authorized absence of an employee for active or reserve duty or training in the United States armed forces.

MODIFIED DUTY ASSIGNMENT means a temporary reassignment of an employee with an illness, injury, or medical condition to duties that can be performed within the limitations of the employee's medical condition.

MONTH means one (1) calendar month.

MOTOR VEHICLE ACCIDENT means an incident involving a motor vehicle in which there is either a fatality, any property damage, an injury treated immediately and/or away from the scene, or a vehicle is required to be towed, due to disabling damage, from the scene.

NON-EXEMPT EMPLOYEE means any employee who does not occupy an executive, administrative, or professional position as defined by the Fair Labor Standards Act.

PART-TIME EMPLOYEE means any employee scheduled to work less than forty (40) hours per work period.

PHYSICIAN OR LICENSED PHYSICIAN means any physician licensed by the Texas State Board of Medical Examiners.

PROMOTION means an assignment of an employee from a position of one classification to a position in another classification having a higher pay grade.

REDUCTION IN FORCE means a separation from Town service because of a shortage of funds or materials, elimination of a position, or other reasons beyond the control of an employee and not reflecting discredit upon him.

REGULAR EMPLOYEE means an employee who is either full-time or part-time and is non-seasonal and non-temporary.

REGULATIONS mean these Personnel Regulations.

RESIDENCE means the actual place of abode of an employee.

RETIREMENT DATE means the first day an eligible employee becomes entitled to receive retirement benefits.

SECONDARY EMPLOYMENT means any business, trade, occupation, or profession performed for any entity other than the Town, including self-employment.

SEPARATION means a voluntary or involuntary cessation of employment with the Town.

SERIOUS HEALTH CONDITION means an illness, injury, impairment, or physical or mental condition involving inpatient care or continuing treatment by a health care provider.

SUPERVISOR means any person responsible to a superior for directing the work of others.

SUSPENSION means an involuntary discontinuance of pay for a specified period of time.

TEMPORARY EMPLOYEE means any employee appointed to any of the following:

1. An assignment or job scheduled to last less than six (6) months;
2. A position funded under a federal employment and training program as a participant meeting federal eligibility requirements, but not including administrative or staff positions;
3. A cooperative work-study program with an educational institution;
4. A seasonal position, even though the assignment may last more than six (6) months;
5. Any assignment of less than a full calendar year, which is repeated from year to year, even though the assignment may last more than six (6) months, or
6. A position which, by Town policy and practice, is intended to give introductory work experience to a person preparing for entry into the work force.

TERMINATION means a disciplinary cessation of employment with the Town.

TOWN means the Town of Flower Mound, Texas.

TRANSFER means any change of an employee from one position to another position in a classification having the same pay grade.

WORK DAY OR WORKING DAY means any one shift during which a department is open for business or on which an employee is scheduled to work.

WORK WEEK means a fixed, recurring period as follows:

1. 40 hours per week, which is defined as Sunday 12:01 a.m. to Saturday 11:59 p.m., for regular full-time employees;
2. 53 hours per week average, and 204 hours over a 27 day cycle for firefighter shift personnel; and
3. 80 hour work schedule within a 14-day work cycle for non-exempt police patrol personnel pursuant to Section 142.0015(j) of the Texas Local Government Code.
4. 80 hour work schedule within a 14-day work cycle for non-exempt detention services personnel pursuant to the Fair Labor Standards Act, Section 207k.

TOWN OF FLOWER MOUND

TITLE I

PERSONNEL REGULATIONS

CHAPTER 1 GENERAL PROVISIONS

1.01 Objectives

The purpose of these personnel regulations is to create a high degree of understanding, cooperation, efficiency and unity, all of which come through the systematic application of established procedures in personnel management and administration; and to provide a uniform policy for all employees, with all the benefits such a program ensures.

This manual is designed to provide information regarding working conditions, employee benefits, and policies affecting employment. Employees should read, understand, and comply with all provisions of the manual. It describes many responsibilities as an employee and outlines the programs developed by the Town to benefit employees.

No employee manual can anticipate every circumstance or question about policy. As the Town continues to grow and as the need may arise, the Town reserves the right to revise, supplement, or rescind any policies or portion of the manual from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is the "at-will" employment policy permitting the employee or the Town to end the employment relationship for any reason at any time. Any future changes to the manual shall be communicated to employees through official notices.

The fundamental objectives of these rules and regulations are:

- A. To promote and increase efficiency, responsiveness to the public, and economy in the service of the Town;
- B. To develop a program of recruitment, advancement, and tenure which shall make service to the Town attractive as a career and shall encourage each

- employee to render his best services to the Town;
- C. To establish and maintain an equitable and uniform plan of evaluation and compensation based upon the relative duties and responsibilities of positions within the Town and to reward meritorious service;
 - D. To establish and promote high morale among Town employees by providing a good working environment, uniform personnel policies, and opportunity for advancement;
 - E. To endeavor to comply with all applicable statutes and regulations, including all confidentiality and security safeguards set forth in the Texas Public Information Act, as amended, and the federal Privacy Act of 1974, as amended.
 - F. To provide an attractive, efficient, and safe environment by maintaining good physical working conditions and a planned safety program;
 - G. To regard planned training, continuing education, and staff development activities as an investment for the mutual benefit of employees and the Town;
 - H. To communicate freely, and to encourage communication from and among all employees;
 - I. To provide a work environment that is conducive to both personal and professional growth; and
 - J. To safeguard any employee's right to be treated with respect, dignity, equity and fairness; where provided, the right to appeal any violation of these rights; and to assure the right of employees to present grievances through appropriate channels.

1.02 Statement of At-Will Employment

Employment with the Town of Flower Mound is on an "at-will" basis. The employee may quit and the Town may terminate the employee at any time, for any non-discriminatory reason or for no reason. The provisions of these Policies are not intended

to create a contract of employment, and no agreement or promise regarding an employee's terms or conditions of employment is binding on the Town. The Town has the right to change the policies at any time without prior notice. No contrary verbal representation or statement of an employee's terms and conditions of employment is binding upon the Town.

1.03 Equal Employment Opportunity Statement

As the governmental unit established to serve all of the citizens of the Town of Flower Mound, the Town of Flower Mound, Texas recognizes that it is in the best interest of efficiency, effectiveness, and equity within its municipal operations to ensure that all of its citizens and employees are allowed to make the greatest contribution of which they are capable to their municipal government. In striving toward this end, the Town recognizes and readily accepts its legal and moral responsibility to uphold the Constitution and laws of the United States of America and the State of Texas. It is with the expressed intent of fulfilling this responsibility that the Town of Flower Mound, Texas, hereby adopts the following Equal Employment Opportunity Policy Statement:

- A. Equal opportunity in employment shall be provided to all persons.
- B. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures, or any other aspect of employment or personnel management because of political or religious opinions or affiliations, or because of race, color, age, gender, national origin, disability, or other unlawful basis is prohibited.
- C. Unlawful discrimination on the basis of age, race, gender, color, national origin, religion, or disability is prohibited in the enforcement of these policies.
- D. Derogatory language against or about any person's age, race, gender, color, national origin, religion, or disability is prohibited.

- E. Retaliation, intimidation, coercion, or harassment against any applicant for employment or employee who may file a grievance under this policy and/or who may file a grievance in accordance with existing statutory rights of appeal to appropriate governmental authorities is prohibited.
- F. Any employee who violates the prohibitions, or the letter or spirit, of this policy shall be subject to disciplinary action, up to and including dismissal.

1.04 Motivation and Knowledge of Employees

Every employee in Town service should understand that he is working for the public. It is the goal of the Town to constantly develop more effective and efficient means to serve its citizens; as such, each employee should have a thorough knowledge of his job and should possess a respect for his work. He should have knowledge of the relation of his job to other employees and to the entire Town organization.

1.05 Applicability

These rules and regulations shall apply to all employees unless superseded by the state and federal constitutions, state and federal legislation and/or regulations, Town charter or Town code. Failure to comply with these Policies may result in appropriate disciplinary action. All Town employees are charged with the responsibility of being thoroughly familiar with all provisions of these Personnel Regulations.

Elected officials, the Town Attorney, any Judges of the Municipal Court, members of appointed boards and commissions, persons employed under contract, and personnel appointed to serve without pay shall not be considered Town employees for purposes of these Regulations.

1.06 Dissemination

All Town employees shall be provided a copy of these Regulations and each department shall keep at least one copy available for reference by its employees.

1.07 Departmental Rules/Policies

Because of the variety of services performed by the Town, it may be necessary for individual departments to establish codes of conduct, rules and regulations, and policies and procedures to accomplish departmental responsibilities. All such departmental rules/policies may be more restrictive, but not less restrictive than these Regulations. An employee who violates departmental code of conduct, rules, policy or procedure is subject to disciplinary action.

1.08 Authority and Responsibility

The Town Manager may revise or amend these Regulations, within the law, to the extent deemed necessary by the Town Manager in order to more effectively and efficiently promote the interest of the Town and its employees. The Human Resources Division, upon approval of the Town Manager, is authorized and directed to develop and implement necessary procedures for the efficient administration of these Regulations.

With the exception of matters reserved to the Town Council, the general and final authority for personnel administration rests with the Town Manager. Each Department Head is responsible for enforcing the provisions of these Regulations. Town employees are responsible for complying with and adhering to these Regulations and for conforming to the directions provided by departmental management in the fulfillment of these Regulations.

1.09 Reservation of Authority

The Town reserves the authority to modify, revoke, interpret, or terminate any or all of the rules and regulations specified in these Personnel Regulations, in whole or in part, at any time, with or without notice. The issuance of these Personnel Regulations does not constitute an express or implied contract between the Town and its employees. Town supervisory personnel shall not make any representation to employees or applicants concerning the terms or conditions of employment with the Town which are not consistent with these Personnel Regulations.

1.10 Date of Adoption

These Personnel Regulations are effective immediately upon approval by the Town Council.

1.11 Definitions

G. Any reference to any person in these Regulations by use of the masculine gender is for purposes of grammatical clarity only, and shall not be construed to exclude the feminine gender.

H. Titles utilized herein shall not govern, limit, modify, or affect the scope of meaning or intent of any provision.

I. As used in these Policies Regulations, time periods of eight (8) hours shall be equivalent to twelve (12) hours for Fire Department personnel.

J. Any provision contained herein that is found or determined to be illegal, incorrect, or inapplicable shall not affect the validity of the remaining contents.

K. The words and terms used in these Personnel Regulations shall have the meaning indicated as follows: (unless the context in which the word is used clearly indicates otherwise):

ADDRESS means the street and number, city, state, and zip code of a residence and/or the post office box mailing address, if applicable.

ADMINISTRATIVE LEAVE means an authorized absence with pay.

ANNIVERSARY DATE means the month and date at which one (1) year or additional years of employment with the Town is attained by a regular full-time or part-time employee.

BASE PAY means an employee's salary excluding longevity pay, incentive pay, premium pay, overtime pay and any other additional compensation.

CONTINUOUS SERVICE means employment with the Town uninterrupted by leave of absence without pay or separation from Town service.

CONTRACT EMPLOYEE means an employee who has contracted with the Town

to perform a specific task at a set rate of compensation.

DEMOTION means an assignment of an employee from a position in one classification to a position in another classification having a lower pay grade.

DEPARTMENT means a major functional unit of Town government.

DEPARTMENT HEAD means any person, appointed by the Town Manager or Town Council, who is responsible for the administration of a department, as identified on the Town organization chart adopted by the Town Council.

DIVISION means a functional unit of a department, as identified on the Town organization chart adopted by the Town Council.

DIVISION HEAD means any person appointed by a Department Head who is responsible for the administration of a division, as identified on the Town organization chart adopted by the Town Council.

EMPLOYEE means any person employed and paid a salary or wages by the Town, and includes a person employed on a temporary or part-time basis, but does not include an independent contractor, contract employee, the Municipal Court Judge, the Town Attorney, a member of an appointed Board or Commission, or a member of the Town Council.

EXEMPT EMPLOYEE means any employee who occupies an executive, administrative, or professional position as defined by the Fair Labor Standards Act.

FULL-TIME EMPLOYEE means any employee scheduled to work forty (40) hours or more per work week.

GRADE means a division of a salary and classification schedule with specified rates and/or ranges of pay into which a job or position is classified according to such factors as level of difficulty, responsibility, and others—criteria.

JOB means a collection of tasks, duties and responsibilities regularly assigned to and performed by an individual, or individuals when the magnitude of the job is such that it cannot be performed by one person.

JOB CLASSIFICATION means all positions, regardless of departmental location, that are sufficiently alike in duties and responsibilities to:

1. Be called by the same descriptive title;

2. Be accorded the same pay scale under like conditions; and/or
3. Require substantially the same education, experience, and skills.

LEAVE WITHOUT PAY means an authorized temporary absence without pay.

MANUAL means these Personnel Regulations.

MERIT means character or conduct deserving reward, honor, or esteem.

MILITARY LEAVE means any authorized absence of an employee for active or reserve duty or training in the United States armed forces.

MODIFIED DUTY ASSIGNMENT means a temporary reassignment of an employee with an illness, injury, or medical condition to duties that can be performed within the limitations of the employee's medical condition.

MONTH means one (1) calendar month.

MOTOR VEHICLE ACCIDENT means an incident involving a motor vehicle in which there is either a fatality, any property damage, an injury treated immediately and/or away from the scene, or a vehicle is required to be towed, due to disabling damage, from the scene.

NON-EXEMPT EMPLOYEE means any employee who does not occupy an executive, administrative, or professional position as defined by the Fair Labor Standards Act.

PART-TIME EMPLOYEE means any employee scheduled to work less than forty (40) hours per work period.

PHYSICIAN OR LICENSED PHYSICIAN means any physician licensed by the Texas State Board of Medical Examiners.

PROMOTION means an assignment of an employee from a position of one classification to a position in another classification having a higher pay grade.

REDUCTION IN FORCE means a separation from Town service because of a shortage of funds or materials, elimination of a position, or other reasons beyond the control of an employee and not reflecting discredit upon him.

REGULAR EMPLOYEE means an employee who is either full-time or part-time and is non-seasonal and non-temporary.

REGULATIONS mean these Personnel Regulations.

RESIDENCE means the actual place of abode of an employee.

RETIREMENT DATE means the first day an eligible employee becomes entitled to receive retirement benefits.

SECONDARY EMPLOYMENT means any business, trade, occupation, or profession performed for any entity other than the Town, including self-employment.

SEPARATION means a voluntary or involuntary cessation of employment with the Town.

SERIOUS HEALTH CONDITION means an illness, injury, impairment, or physical or mental condition involving inpatient care or continuing treatment by a health care provider.

SUPERVISOR means any person responsible to a superior for directing the work of others.

SUSPENSION means an involuntary discontinuance of pay for a specified period of time.

TEMPORARY EMPLOYEE means any employee appointed to any of the following:

1. An assignment or job scheduled to last less than six (6) months;
2. A position funded under a federal employment and training program as a participant meeting federal eligibility requirements, but not including administrative or staff positions;
3. A cooperative work-study program with an educational institution;
4. A seasonal position, even though the assignment may last more than six (6) months;
5. Any assignment of less than a full calendar year, which is repeated from year to year, even though the assignment may last more than six (6) months, or
6. A position which, by Town policy and practice, is intended to give introductory work experience to a person preparing for entry into the work force.

TERMINATION means a disciplinary cessation of employment with the Town.

TOWN means the Town of Flower Mound, Texas.

TRANSFER means any change of an employee from one position to another position in a classification having the same pay grade.

WORK DAY OR WORKING DAY means any one shift during which a department is open for business or on which an employee is scheduled to work.

WORK WEEK means a fixed, recurring period as follows:

1. 40 hours per week, which is defined as Sunday 12:01 a.m. to Saturday 11:59 p.m., for regular full-time employees;
2. 53 hours per week average, and 204 hours over a 27 day cycle for firefighter shift personnel; and
3. 80 hour work schedule within a 14-day work cycle for non-exempt police patrol personnel pursuant to Section 142.0015(j) of the Texas Local Government Code.
4. 80 hour work schedule within a 14-day work cycle for non-exempt detention services personnel pursuant to the Fair Labor Standards Act, Section 207k.



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: August 7, 2017

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider approval of an ordinance establishing the 2017 certified appraisal roll.

BACKGROUND INFORMATION: Approval of the certified appraisal roll is an annual process required by the Texas Property Tax Code. The Town will also be required to approve the tax roll after the rate is set. The roll lists all the taxable property and values within the Town limits for 2017.

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

The preliminary appraisal was provided by the DCAD and the TAD in mid May and the certified appraisal roll was provided in late July. The Chief Appraisers certify the appraisal rolls that allows the Town to calculate and submit the effective and rollback tax rates.

The total taxable value on the 2017 appraisal roll including estimated values under protest is \$10,330,433,881. Once the tax rate is approved, the Town will be able to calculate its 2017 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service. On September 19, 2005, an ordinance was approved establishing a Tax Increment Reinvestment Zone (TIRZ). Approximately \$762,493,326 of the 2017 appraisal roll is the incremental difference between the 2005 and 2017 appraised value of properties in the TIRZ.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

DRAFT MOTION: Move to approve an ordinance establishing the 2017 certified appraisal roll.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE 2017 APPRAISAL ROLL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1

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

SECTION 2

The Town Council hereby approves the 2017 appraisal roll of the Town, in the amount of \$10,330,433,881 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Board of the DCAD and the TAD.

SECTION 3

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

ORDINANCE NO. _____

PAGE 2

SECTION 4

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL
OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____,
ON THIS 7th DAY OF AUGUST, 2017.**

APPROVED:

Thomas E. Hayden, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: August 7, 2017
FROM: Tammy Wilson, Executive Director of Financial Services
ITEM: **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.**

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

The purpose of this agenda item is to certify that the anticipated collection rate used for the General Fund, Debt Service Fund, and the TIRZ Fund is 100 percent for the 2017-2018 fiscal year, which is one of the steps required by state law to establish the 2017-2018 tax rate. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: Move to accept the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2017, and ending September 30, 2018.



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: August 7, 2017

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider proposing a maximum tax rate of \$0.4390 per \$100 valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018; scheduling the 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 p.m., at Town Hall, located at 2121 Cross Timbers Road.

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

The Town is required to hold two public hearings on the tax rate and publish a notice in the newspaper, on TV, and web site before adopting a tax rate that exceeds \$0.426847 (the lower of the rollback rate or the effective tax rate).

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$44,627,964

Proposed Revenue:	Account Number(s):
\$32,349,704	100-4105 Property Taxes
9,453,696	110-4105 Property Taxes
2,824,564	308-4105 Property Taxes

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

LEGAL REVIEW: N/A

ATTACHMENT: N/A

DRAFT MOTION: Move to propose a maximum tax rate of \$0.4390 per \$100 valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018; scheduling the 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 p.m., at Town Hall, located at 2121 Cross Timbers Road.



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: August 7, 2017

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: **Consider accepting the submission of the notice of an effective tax rate of \$0.426847 per \$100 assessed valuation and a rollback tax rate of \$0.448423 per \$100 assessed valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018.**

BACKGROUND INFORMATION: State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their effective and rollback tax rates and the notice-and-hearing limit for the upcoming fiscal year. The effective tax rate allows the public to evaluate the relationship between taxes for the current fiscal year and the upcoming fiscal year. This rate will produce the same amount of tax revenue if applied to the same properties in both years. The rollback rate is the highest tax rate the Town can set before taxpayers can start rollback procedures.

All taxing units that levied property taxes in 2016 and intend to levy them in 2017 must calculate an effective tax rate and a rollback tax rate. Although the actual calculation is more detailed, the Town's effective tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

The effective tax rate enables the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The rollback rate calculation is split into two separate components: an operating and maintenance rate and a debt rate. The rollback rate calculation allows municipalities to raise 108 percent of the operating and maintenance money raised in the prior year, plus the necessary debt rate.

State law also requires municipalities to publish the effective and rollback tax rates, and to hold two public hearings if the proposed tax rate exceeds the lower of the effective or rollback tax rate.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: Move to accept the submission of the notice of an effective tax rate of \$0.426847 per \$100 assessed valuation and a rollback tax rate of \$0.448423 per \$100 assessed valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018.



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: August 7, 2017

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: **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.**

BACKGROUND INFORMATION: The purpose of this agenda item is to schedule the August 21, 2017, public hearing on the Town of Flower Mound Crime Control and Prevention District (Crime District) budget and schedule the September 18, 2017, adoption of the FY 2017-2018 Crime District budget.

At the March 3, 2008, Town Council meeting, the Town Council acting as the Board of Directors for the Crime District, adopted alternative budget procedures for the Crime District to follow similar procedures and dates to the Town's annual budget.

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District move to schedule a public hearing for August 21, 2017, on the Flower Mound Crime Control and Prevention District budget, and 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.



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: August 7, 2017

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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.

BACKGROUND INFORMATION: The purpose of this agenda item is to schedule the August 21, 2017, public hearing on the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) budget and schedule the September 18, 2017, adoption of the FY 2017-2018 Fire District budget.

At the March 3, 2008, Town Council meeting, the Town Council acting as the Board of Directors for the Fire District, adopted alternative budget procedures for the Fire District to follow similar procedures and dates to the Town's annual budget.

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District move to schedule a public hearing for August 21, 2017, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget, and 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.



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: August 7, 2017

FROM: Brittnei Barnett, Grants and Financial Analyst

ITEM: Consider approval of a resolution authorizing the adoption of the Program Year 2017 Action Plan for Housing and Community Development Block Grant (CDBG) and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

BACKGROUND INFORMATION: This item is to consider approval of Flower Mound's Program Year 2017 Action Plan, which specifies that Community Development Block Grant funds will continue to be used for planning and administration, to subsidize Town-wide transit service for Town's elderly and severely disabled adults, and to continue funding the Residential Rehabilitation Program and the Minor Home Repair Program.

During 2002, the U.S. Department of Housing and Urban Development (HUD) recognized Flower Mound (the Town) as an Entitlement Community having a population exceeding 50,000 and awarded the Town a Community Development Block Grant (CDBG).

In June, HUD notified the Town that our jurisdiction's 2017 allocation is \$179,828. In order to receive funding, the law requires the Town to prepare and maintain a five-year Consolidated Plan and a yearly Action Plan declaring how CDBG funds will be used.

Each year, the Town sets out in detail which annual activities it will carry out and how much money will be spent on them in order to achieve the identified strategic goals. The Town's CDBG Executive Advisory Committee evaluates available information and considers citizen input prior to making a recommendation to the Town Council as to how CDBG funds can be used most effectively.

Flower Mound's Program Year 2015-2019 Strategic Plan for Housing and Community Development was approved by the Town Council on July 3, 2015 and accepted by HUD on October 1, 2015.

BOARD REVIEW/CITIZEN FEEDBACK: Grants staff held a public hearing on June 27, 2017 to discuss the Action Plan. The Action Plan was also available for public comment for 20 business days on the Town website, at the Library, and at Town Hall. Staff did not receive any comments during these opportunities for feedback.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$179,828

Proposed Expenditure:	Account Number(s):
\$179,828	CDBG Grant Fund

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

LEGAL REVIEW: Stacie S. White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and the proposed Program Year 2017 Action Plan for Housing and Community Development as to form and legality.

ATTACHMENTS:

1. Resolution
2. Proposed Program Year 2017 Annual Action Plan

RECOMMENDATION: Move to approve a resolution authorizing the adoption of the Program Year 2017 Action Plan for Housing and Community Development, which is required under Flower Mound's Community Development Block Grant; and authorize the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF THE PROGRAM YEAR 2017 ACTION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE THE ACTION PLAN ON BEHALF OF THE TOWN AND SUBMIT IT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Program Year 2017 Action Plan (the "Plan") must be adopted by the Town of Flower Mound (the "Town") in fulfillment of the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, and the Stewart B. McKinney Act of 1987, as amended; and

WHEREAS, the Plan has been made available for public review and comment for a twenty (20) business day period; and

WHEREAS, the Flower Mound Community Development Block Grant Advisory Committee (the "Committee") held a public hearing to allow for public comments regarding the Plan; and

WHEREAS, the Committee received no public comments during either of the aforementioned opportunities for feedback; and

WHEREAS, the Town Council has determined that it is in the best interest of the residents of the Town to adopt the Program Year 2017 Action Plan and to authorize the Mayor to execute the Plan on behalf of the Town and submit same to the U.S. Department of Housing and Urban Development.

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

SECTION 1

That all of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town of Flower Mound's Program Year 2017 Action Plan for Housing and Community Development attached hereto as "Attachment 2" is hereby adopted.

SECTION 3

The Mayor is authorized to execute the Program Year 2017 Action Plan for Housing and Community Development on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development.

SECTION 4

This Resolution shall become effective upon its adoption.

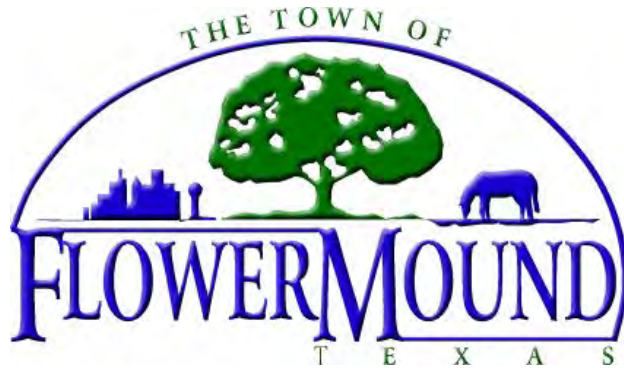
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 7th DAY OF AUGUST, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN OF FLOWER MOUND

PROGRAM YEAR 2017

ANNUAL ACTION PLAN

Prepared for the U. S. Dept. of Housing and Urban Development

EXECUTIVE SUMMARY

Introduction

The U.S. Department of Housing and Urban Development (HUD) requires that the Town of Flower Mound submit an Annual Action Plan every year in order to receive federal grant funds, which provide services and activities that benefit primarily low-to-moderate income individuals and households. The Town's 2017 Annual Action Plan outlines the activities that the Town will pursue with federal funds to meet the goals laid out in its 2015-2019 Consolidated Plan.

The Town of Flower Mound has demonstrated a commitment to serving its residents with the greatest needs. In addition to carrying out its Community Development Block Grant (CDBG) funded projects, the Town reaffirms this commitment by executing numerous other activities that benefit the entire community, including Flower Mound's low-and moderate-income residents. These activities include, improving and maintaining public facilities, parks, recreational facilities, streets and sidewalks, planting trees, maintaining the residential homestead exemption for those with disabilities and individuals sixty-five years and older, and fostering a balanced tax base and increased local employment by working to increase the number of businesses located in Flower Mound.

Summarize the Objectives and Outcomes Identified in the Plan

Based on the level of CDBG funding expected this fiscal year and the goals put forth in the 2015-2019 Consolidated Plan, the Town has laid out objectives and outcomes to address the two following identified needs:

1. Continuous challenges in the Town's aging infrastructure. The Town believes it is imperative to maintain the Town's housing stock.
2. The absence of public transportation hurts the Town's elderly and disabled residents.

These outcomes and objectives can be found in the section titled "Annual Goals and Objectives" and include preserving the Town's existing housing stock by continuing the Residential Rehabilitation Program and Minor Home Repair Program and supporting a town-wide transportation service for the Town's elderly and residents with disabilities.

Evaluation of Past Performance

Progress toward Annual Action Plan goals are reported every year through the Consolidated Annual Performance and Evaluation Report (CAPER). The 2015 CAPER reported the results achieved in the first year of the Town's 2015-2019 Consolidated Plan.

Currently, the Town has met or exceeded its housing and community development goals with the Residential Rehabilitation Program, the Minor Home Repair Program and the Town-wide Transportation Service.

The Town of Flower Mound's CDBG investments have been used to make long-lasting impacts on the Town's residents. The Town's CDBG accomplishments include completing twelve Residential Rehabilitation Program projects, completing three projects as part of its Minor Home Repair Program, and subsidizing the town-wide transportation service for the elderly and those with disabilities. It is important to note that the Town expended all of its CDBG funds for activities that principally benefitted low-and-moderate-income residents, with the exception of funds allocated toward Planning and Administration.

Summary of Citizen Participation Process and Consultation Process

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Town Manager and Assistant Town Manager. In addition to oversight and

input from the committee, the Town also hosts two public hearings each year and a 30-day public comment period for the Annual Action Plan. However, in accordance with a waiver issued by the Department of Housing and Urban Development, this year's citizen participation public comment period equaled 20 business days or 26 days total. The Town promotes the public meetings through local print media as well as postings at Town Hall, the Library and information published on social media and the Town's website.

During years in which the Town develops a Consolidated Plan, the Town includes an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on all of the Town's social media sites.

Summary of Public Comments

Public Comments are summarized in the citizen participation appendix.

Summary of comments or views not accepted and the reasons for not accepting them.

All public comments and views were accepted.

Summary

The Town of Flower Mound's 2017 Annual Action Plan sets forth objectives, strategies and goals for improving the quality of life of low-to-moderate-income residents of the Town during the planning year in accordance with the Town's 2015-2019 Consolidated Plan.

LEAD AND RESPONSIBLE AGENCIES

Narrative

Leadership responsibility for the success of this program ultimately rests with the Town of Flower Mound and, more specifically, with the Financial Services Division. Financial Services staff assists in coordinating the efforts of the entities involved, making periodic progress reports to federal, state and local governmental bodies and encouraging involvement from the business community.

Annual Action Plan Public Contact Information

Town of Flower Mound
c/o Brittnei Barnett
Grants and Financial Analyst
2121 Cross Timbers Rd.
Flower Mound, TX 75028
972-874-6040
Brittnei.Barnett@Flower-Mound.com

CONSULTATION

Introduction

The Town of Flower Mound's Financial Services Division is responsible for coordinating the consultation process for the Annual Action Plan. The Annual Action Plan is published on the Town's website and made available for review at Town Hall and the Flower Mound Public Library. The Citizen Participation Plan outlines the Town's policies and procedures for citizen input and participation in the grant process, such as providing the Town with information on housing and community development needs as part of

the preparation of the Annual Action Plan. Additionally, the Town conducts at least one public hearing during the development process before the Annual Action Plan is published and allows for a 30-day comment period to obtain residents' feedback and questions. However, in accordance with a waiver issued by the Department of Housing and Urban Development, this year's citizen participation public comment period equaled 20 business days or 26 days total. Public hearings are held at Town Hall, which is easily accessible to all residents. The Town also provides updates and information about the process as needed at meetings with local agencies such as the quarterly Agency Roundtable and the Denton County Homeless Coalition meetings.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies.

As needed, the Town's Financial Services Division provides technical assistance and information to private and public organizations that seek to provide affordable housing and support services to residents of Flower Mound. The Town will continue to promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized.

While preparing the Annual Action Plan, the Town consulted with and collected information from various Town departments and outside agencies that are responsible for administering programs covered or affected by the Annual Action Plan. Some of these outside agencies include the Denton Housing Authority and Denton County Homeless Coalition.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Town of Flower Mound is an active member of the Denton County Homeless Coalition, as well as the Denton County Homeless Coalition Steering Committee. Although there are no known homeless individuals in Flower Mound, staff participates in the meetings to ensure that services are available for those currently at risk of becoming homeless as well as those who are actually homeless, should the need arise.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

Although the Town does not receive an allocation of Emergency Solutions Grant funding, the Town coordinates with the local CoC through regular attendance, membership and participation in various committees within the Denton County Homeless Coalition. The Town also assists the Coalition with the annual Point in Time Count and coordinates with the CoC and the Coalition in finalizing results and utilizing data for the planning of services for homeless individuals in Denton County.

Identify any Agency Types not consulted and provide rationale for not consulting:

The Town made every effort to consult all relevant agency types and did not specifically or purposefully exclude any particular agency type.

Describe other local/regional/state/federal planning efforts considered when preparing the Plan.

Lead Organization: Denton County Homeless Coalition

How do the goals of your Strategic Plan overlap with the goals of each plan: The Strategic Plan incorporates strategies and efforts implemented by the CoC.

Narrative (Optional)

Please see above.

PARTICIPATION

Summarize citizen participation process and how it impacted goal-setting.

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Town Manager and Assistant Town Manager. In addition to oversight and input from the committee, the Town also hosts two public hearings each year and provides a 30-day public comment period for the Annual Action Plan. However, in accordance with a waiver issued by the Department of Housing and Urban Development, this year's citizen participation public comment period equaled 20 business days or 26 days total. The Town promotes the public meetings through local print media as well as postings at Town Hall and the Library. Information is also published on the Town's social media accounts and the Town website.

During years in which the Town develops a Consolidated Plan, the Town conducts an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on all of the Town's social media sites.

The Public Hearing for this year's Annual Action Plan was held at Town Hall, which is easily accessible to all Town residents, including those with disabilities. All meeting notices stated that translation services were available upon request and that people with disabilities would be accommodated upon request. Public notices of the meeting were posted at Town Hall and Flower Mound Public Library. Both of these buildings are accessible to those with limited mobility.

For the PY 2017 Annual Action Plan, the Town consulted with and acquired information from a number of individuals, including Community Development Advisory Committee members, Denton County, Denton County Homeless Coalition, public service agencies and staff in various Town departments. The goals and priorities for the Annual Action Plan were greatly impacted by feedback garnered from these various efforts as well as the Town's current Consolidated Plan.

EXPECTED RESOURCES

Introduction:

This section discusses the resources that will be used to meet the goals of the 2017 Annual Action Plan.

Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied:

The Town's Financial Services Division is the lead agency for the implementation of the Community Development Plan and the administration of CDBG funding. Internally, the Financial Services Division works in collaboration with all Town departments to deliver projects, services and other benefits to eligible clients. Externally, the Division works with clients and subrecipients of the program. To effectively implement the Community Development Plan, funding for the department comes from CDGB

funds as well as the Town Council. The Town Council makes available an estimated \$200,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound. There are no matching requirements for CDBG funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan:

The Town does not intend to use publically owned land or property to fulfill the goals of the 2017 Annual Action Plan.

Discussion:

Please see above.

ANNUAL GOALS AND OBJECTIVES

Goals:

- 1. Preserve Existing Housing Stock:** Continue to fund the Town's Residential Rehabilitation Program and Minor Home Repair Program. These programs are designed to expand the supply of decent, safe, sanitary and affordable housing, to correct health and safety hazards in deteriorated housing and to extend the useful life of existing housing units. Quantity: 4 (Homeowner Housing Rehabilitated)
- 2. Transportation Services:** Continue to fund the Town's town-wide transit service for the Town's elderly who are 65 years and older and adults with severe disabilities who are 21 years and older. This is a Town-wide project to be carried out within the boundaries of the Town of Flower Mound, Denton County, Texas. Quantity: 25 (Public service activities other than Low/Moderate Income Housing Benefit)
- 3. Planning and Administration:** Up to 20 percent of total CDBG grant expenditures will be used for planning and administration. Quantity: 1 (Other)

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b): 4

PROJECTS

Introduction:

This document serves as the Town of Flower Mound's 2017 Annual Action Plan for the Community Development Block Grant (CDBG) Program. In accordance with 24 CFR Part 91.220 of Title I of the Housing and Community Development Act of 1974, as amended, the Town of Flower Mound is required to submit a One-Year Action Plan to the U.S. Department of Housing and Urban Development. The plan outlines the specific projects and services that will be funded during the 2017 program year to address Flower Mound's strategies stated in the 2015-2019 Consolidated Plan for Housing and Community Development. The following five-year goals were identified in the 2015-2019 Consolidated Plan:

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program and Minor Home Repair Program.
- Planning and Administration
- Provide transportation services through a Town-wide program for adults who are 65 and older and adults with disabilities.

This section details the projects proposed for the 2017-2018 program year. Please note that funding allocations have not been announced for the upcoming program year. Therefore, the amounts listed below are estimates and will be adjusted accordingly once the official funding allocation has been made.

Projects:

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs:

- \$26,974- Town-wide transit service
- \$7,500- Planning and Administration
- \$30,000- Minor Home Repair
- \$115,354- Residential Rehabilitation Program

The Town, under advisement from the Community Development Advisory Committee, has allocated funds to its various projects based on past performance and anticipated need. The largest obstacle the Town faces in addressing the underserved needs is a lack of sufficient resources.

GEOGRAPHIC DISTRIBUTION

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed:

Because of the size of the Town's funding allocation, the Advisory Committee decided not to target a certain area of the Town for assistance. All of the activities are intended to have a town-wide benefit.

Geographic Distribution: Town of Flower Mound-100%

Rationale for the priorities for allocating investments geographically N/A

Discussion: Please see above.

AFFORDABLE HOUSING

Introduction:

This section summarizes the affordable housing goals for the 2017 Action Plan. The Town of Flower Mound is proposing to use about **81 percent** of its 2017 CDBG allocation to fund the rehabilitation of homes owned and occupied by low- to-moderate income households through the Residential Rehabilitation Program and the Minor Home Repair Program. The majority of the households applying for funds have members who are elderly and/or have a disability.

One Year Goals for the Number of Households to be Supported: 4 (Non-Homeless)

One Year Goals for the Number of Households Supported Through: 4 (Rehab of Existing Unit)

Discussion

The Town of Flower Mound is proposing to use **81 percent** of its annual CDBG allocation to fund the rehabilitation of low-to-moderate income owner-occupied houses. It is anticipated that two households will be served through the Residential Rehabilitation Program and two households will be served through the Minor Home Repair Program.

PUBLIC HOUSING

Introduction:

This section is not applicable. Flower Mound currently has no public housing, and there are no plans for public housing in the Town of Flower Mound at this time.

Actions planned during the next year to address the needs to public housing: N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership: N/A

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance: N/A

Discussion: Please see above.

HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES

Introduction

This section describes the activities planned during the 2017-2018 program year to address the needs of people who are homeless and other non-homeless special needs. The Town will not allocate funds this plan year to directly address the needs of the homeless.

Instead, the Town's strategy to address the needs of the homeless and the needs of persons who are not homeless but require supportive help is to identify and partner with community agencies that have the resources to provide necessary services, to maintain an awareness of the level of need and to address specific needs as they are identified. Flower Mound has made substantial efforts to identify and locate the chronically homeless. In January 2017, the Denton County Homeless Coalition conducted a count of homeless persons throughout Denton County. However, no homeless were identified in Flower Mound during the count or through other resources.

Potential obstacles to completing these action steps include limited funding available to the Denton County Homeless Coalition, the Salvation Army and the Christian Community Action Agency, each of which play a major role in advocating for and addressing the needs of the most vulnerable members of our community.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

-Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:

Outreach to persons experiencing homelessness is carried out through the Town's partners, primarily Christian Community Action. Flower Mound allocates a portion of general funds each year to support Christian Community Action and its efforts to prevent homelessness and provide needed services to the homeless population. The needs of persons who are homeless are assessed routinely as part of program provision.

The Town also collaborates with the Denton County Homeless Coalition (DCHC). DCHC conducts general monthly meetings and is attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton regularly attend and participate.

-Addressing the emergency shelter and transitional housing needs of homeless persons.

Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of becoming homeless in the Denton County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

-Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:

Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the Denton County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

-Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Town will serve as a referral source for individuals and families with children at imminent risk of becoming homeless. Town staff will identify and contact providers who offer the services needed by the individuals and families. Additionally, the Town Council makes available an estimated \$200,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

Discussion

Please see above.

BARRIERS TO AFFORDABLE HOUSING

Introduction

The Fair Housing Committee meets annually to update the Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis this year. However, the report did note that the Town will benefit from certain activities to help ensure that unanticipated barriers do not develop.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment:

The Fair Housing Committee discussed a few items that the Town should continue to address in order to ensure that unanticipated barriers to affordable housing do not develop. To address the identified issues and ensure that unanticipated barriers do not develop in the future, the Town will benefit from:

- The SMARTGrowth Commission continuing its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.
- The Fair Housing Committee continuing its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Department working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.
- The Financial Services Department continuing to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty level and ensuring services are targeted to those areas where larger percentages of low- and moderate-income families reside.
- The Community Services Department ensuring that residents living in those Census Tracts with a high percentage of poverty level incomes are made aware of job training and job search workshop opportunities available at the Town of Flower Mound Library.

Discussion

Please see above.

OTHER ACTIONS

Introduction

This section reports additional efforts the Town will undertake during the 2017-2018 program year to address residents' housing and community development needs.

Actions Planned to Address Obstacles to Meeting Underserved Needs

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. The Town will allocate approximately \$200,000 in general fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing and emergency housing assistance.

Actions Planned To Foster and Maintain Affordable Housing

Housing priorities and objectives Flower Mound hopes to achieve during the next year include continuing the Residential Rehabilitation Program and Minor Home Repair Program, leveraging funds to supplement scarce resources, facilitating the availability of affordable housing for disabled and senior citizens and fostering a balanced tax base:

- Residential Rehabilitation Program - Based on citizen input and direction from Town Council, Flower Mound started a Residential Rehabilitation Program in 2013. The program is designed to assist low- and moderate- income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The program will pay for the rehabilitation up to \$60,000.
- Minor Home Repair Program - Based on citizen input and direction from Town Council, Flower Mound started a Minor Home Repair Program in PY 2015. The program is designed to assist low- and moderate- income homeowners in Flower Mound with minor repairs of their single-family, owner-occupied houses. The program will pay for minor repairs up to \$15,000.

- Leveraging funds - The Town collaborates with the Denton County Homeless Coalition, the Denton Housing Authority, the Denton County Housing Finance Corporation and local lending agencies. This collaboration is dedicated to providing those services needed to increase the number of low-and moderate-income residents who become homeowners and to increase available rental assistance for Flower Mound residents.
- Affordable housing for the disabled and senior citizens – In 2006, the Town increased the exempted amount of appraised value of residence homesteads owned by those with disabilities and individuals 65 years of age or older to \$100,000. For the most recent year, this increase affected about 3,316 property accounts.
- Fostering a balanced tax base - The current ratio of assessed residential taxable values compared with assessed commercial taxable values is 76.73% residential to 20.52% commercial with the remaining land being undeveloped. The Town's Land Use Plan projects a build out percentage of assessed residential taxable value to assessed commercial taxable value that is 64% residential to 36% commercial.

During the next year, Town staff will continue working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. This will help ensure an increase in the number of businesses locating to Flower Mound resulting in a more balanced tax base and increased local employment opportunities.

Actions Planned to Reduce Lead-Based Paint Hazards

The Town of Flower Mound currently has two housing activities (The Residential Rehabilitation Program and the Minor Home Repair Program) that are carried out through the Community Development Block Grant. The Town of Flower Mound has no housing activities that are carried out through programs such as HOME, the Emergency Shelter Grant or Housing Opportunities for Persons with AIDS. In 2003, the Town formed a Lead-based Paint Task Force to determine what activities need to be undertaken to reduce any existing or potential lead-based paint hazards and ensure compliance with the Lead-based Paint Hazard Reduction Act of September 15, 2000. During the year, the Task Force (a) researched and analyzed Flower Mound's ordinances, laws, regulations, public policies, practices, procedures, records and reports for any references to lead-based paint; (b) identified the locations of the 859 houses in Flower Mound built before 1978; and (c) obtained and developed educational materials about the dangers of lead-based paint. These materials were made available for public access at Town Hall and posted on the Town's website. Based on Task Force recommendations, the Town's Environmental Services Division was identified as Flower Mound's point of contact for lead-based paint issues. This Division will continue to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website. For the Residential Rehabilitation Program and Minor Home Repair Program, occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards and all projects will be subject to implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on Lead-Based Paint.

Actions Planned to Reduce the Number of Poverty-Level Families

Flower Mound's actions to reduce the number of poverty level families during the next year include economic development, tax exemptions for senior citizens and those with disabilities, leveraging resources, and serving as a referral source:

- Economic development – 2.7% of Flower Mound families live below the poverty level, compared to 8.8% in Denton County, 17.3% in Texas and 15.5% in United States. Additionally, the Town's unemployment rate of 4.5% is lower than Denton County's rate of 5.7% the State's 7.0% rate, and the Nation's rate of 8.3%, according to the American Community Survey 5-Year

Estimates. Flower Mound's lower rate can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, within Town limits, only 20.52% of the tax base is commercial. While Flower Mound's property, county and school taxes are among the lowest in the surrounding area, 76.73% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the next year, Town staff will continue to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.

- Tax exemptions for senior citizens and those with disabilities - In 2016, the Town maintained the exempted amount of the appraised value of residence homesteads of those with disabilities and individuals 65 years of age or older at \$100,000. This affected about 3,316 property accounts. During the next year, our goal is to maintain the exemption.
- Leveraging resources - Town staff will continue to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services. These include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers homebuyer assistance. In addition, the Town will continue to participate in the Denton County Homeless Coalition.
- Serving as a referral source - To help ensure residents who need services are aware of available providers, Town staff will maintain established links to service providers on the Town website. In addition, the Town will continue to post information about available job training and job search workshop opportunities on the Town's website, at the library, and on the Town's cable television station.

These actions will assist in reducing the poverty level of Flower Mound families by increasing local employment opportunities, reducing homeowner costs for senior citizens and those with disabilities and providing a referral network for those families seeking rental and other assistance.

Actions Planned to Develop Institutional Structure

The Town will promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Cooperative efforts in applying for available funds will be initiated between public and private housing providers so as to maximize the potential for being awarded funds by the State and Federal Government. Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized. Additionally, the Town's continued involvement with the Denton County Homeless Coalition will help ensure open communication and networking opportunities between the Town and the various service providers in the area.

Actions planned to enhance coordination between public and private housing and social service agencies:

During the next year, Flower Mound will continue to share information and leverage funds with area public and private housing, health, and social service agencies. This will help to ensure that access to needed services is available. Town staff will continue to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation and area lenders. Town staff will serve as a referral source to families with low- and moderate- incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town will continue to maintain the links to housing rights, access groups, and other

service providers on the Flower Mound website. Town staff will continue to participate in the Denton County Homeless Coalition. This organization includes a network of public and private housing, health, and social service representatives throughout Denton County. Agencies within the Coalition also apply for and receive grants to serve Denton County's homeless and near-homeless population. Flower Mound will also continue to expand its Community Outreach Committee, to identify needs where gaps exist and areas where services overlap. In addition, Town staff will continue to attend and participate in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Discussion

Please see above.

PROGRAM SPECIFIC REQUIREMENTS**Introduction**

The Town will receive no program income during PY 2017 and will expend all of its PY 2017 funds directly on low- to-moderate income individuals, with the exception of funds put toward Planning and Administration. The Town will ensure that **100 percent** of the housing rehabilitation and public service allocations will be for low-to-moderate-income individuals.

Discussion

Please see above.



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: August 7, 2017

FROM: Brittni Barnett, Grants & Financial Analyst

ITEM: Consider approval of a resolution finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") application to change rates with the Town should be denied; finding that the Town's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the Company and legal counsel.

BACKGROUND INFORMATION:

The Town, along with 158 other cities served by Oncor Electric Delivery Company LLC ("Oncor" or "Company") is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

On March 17, 2017, Oncor filed an application to change rates with cities retaining original jurisdiction. In the filing, the Company seeks to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asks the Town to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month.

In March, the Steering Committee engaged the services of three consultants, Mr. Lane Kollen, Mr. Richard Baudino, and Mr. Karl Nalepa, to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request. Accordingly, the Steering Committee's attorneys recommend that all members adopt the Resolution denying the rate change. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing (i.e. PUC Docket No. 46957) currently pending at the Commission.

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. By the agreement of the parties, this deadline was suspended until August 19, 2017. As such, all cities with original jurisdiction will need to adopt the resolution no later than August 19.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

LEGAL REVIEW: Alicia K. Kreh of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed resolution as to form and legality.

ATTACHMENTS:

1. Resolution

RECOMMENDATION: Move to approve a resolution finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") application to change rates with the Town should be denied; finding that the Town's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the Company and legal counsel.

RESOLUTION NO.

RESOLUTION OF THE TOWN OF FLOWER MOUND FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE TOWN SHOULD BE DENIED; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the Town of Flower Mound, Texas ("Town") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and,

WHEREAS, the Town is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and,

WHEREAS, on or about March 17, 2017, Oncor filed with the Town an application to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asks the Town to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates; and,

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and,

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and,

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and,

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

SECTION 1.

That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the Town limits, are hereby found to be unreasonable and shall be denied.

SECTION 2.

That the Company shall continue to charge its existing rates to customers within the Town.

SECTION 3.

That the Town's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

SECTION 4.

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5.

That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the 7th day of August, 2017.

Thomas E. Hayden
Mayor, Town of Flower Mound

ATTEST:

Theresa Scott
Town Secretary, Town of Flower Mound



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: August 7, 2017

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of the purchase and installation of play equipment for the 2016-17 Playground Replacements project, at Bluebonnet Park, from Play and Park Structures of North Texas., through the Texas Local Government Purchasing Cooperative, in the amount of \$214,377.85.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2016-2017 after recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Bluebonnet Park playground is one of the playgrounds funded.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board supports the purchase of this play equipment.

FISCAL IMPACT: \$214,377.85

Proposed Expenditure:	Account Number(s):
\$214,377.85	317-110-90817

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal
2. Play Equipment picture

DRAFT MOTION: Move to approve the purchase and installation of play equipment for the 2016-17 Playground Replacements project, at Bluebonnet Park, from Play and Park Structures of North Texas, through the Texas Local Government Purchasing Cooperative, in the amount of \$214,377.85.



Play & Park Structures of North Texas
 11576 Clairmont Ct.
 Frisco, TX, 75035
 Phone: 469-219-7177
 Fax:
 Email:
 chris.moody@playandpark.com
 Contact: Chris Moody

Bluebonnet Park

Town of Flower Mound
 Attn: Kari Biddix, Park Development Manager
 2121 Cross Timbers Road
 Flower Mound, TX 75028
 Phone: 972-874-6278
 kari.biddix@flower-mound.com

Quote Number: 808-107719E

Quote Date: 7/26/2017

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	808-107719 PPS Equipment	1	8456.02	\$97,673.00	\$97,673.00
DISC	BuyBoard Discount- PPS Equipment	1	0	(\$43,952.85)	(\$43,952.85)
RDU	808-107719 Swing Seats and Frames	1	860	\$3,923.00	\$3,923.00
DISC	BuyBoard Discount- Swing Seats and Frames	1	0	(\$313.84)	(\$313.84)
Turf	4,192 SF of Turf - 4,192 Total Sq Ft, CP PL921 Turf, 4,192 Total Sq Ft, CP PL921 Turf, With Envirofill Includes 2 1/8" foam pad for 8' CFH NO DESIGN	1	0	\$57,347.40	\$57,347.40
GFRC	Bee Climber	1	0	\$8,970.00	\$8,970.00
DISC	BuyBoard Discount- Bee Climber	1	0	(\$448.50)	(\$448.50)
GFRC	Grasshopper Climber	1	0	\$8,970.00	\$8,970.00
DISC	BuyBoard Discount- Grasshopper Climber	1	0	(\$448.50)	(\$448.50)
GFRC	Flower Climber	1	0	\$19,665.00	\$19,665.00
DISC	BuyBoard Climber- Flower Climber	1	0	(\$983.25)	(\$983.25)
68230	RAIN WHEEL	3	93	\$440.00	\$1,320.00
DISC	BuyBoard Discount- Rain Wheels	1	0	(\$66.00)	(\$66.00)
Shade	26' x 21' Shade with 14' Eave Height	1	0	\$4,000.00	\$4,000.00
Drawings	Signed & Sealed Engineered Drawings	1	0	\$600.00	\$600.00
INSTALL	Equipment and Shade Install	1	0	\$41,157.50	\$41,157.50
INSTALL	Demo of Existing Equipment	1	0	\$1,300.00	\$1,300.00
INSTALL	Sub Base Prep - includes 4" of crushed stone	1	0	\$4,105.00	\$4,105.00
INSTALL	Nailerboard	1	0	\$1,335.00	\$1,335.00
INSTALL	Install Concrete Curb and Rock Removal	1	0	\$3,500.00	\$3,500.00

Total Weight: 9409.02

SubTotal: \$207,652.96

Buyboard Contract #512-16

Estimated Freight: \$6,724.89

Total Amount: \$214,377.85

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of North Texas.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

3% cash discount available on all prepaid play-related product (includes Marlin financed orders and EFT).

1% discount available on all play-related equipment orders prepaid with credit card.

Prepayment is required on all orders under \$1k (excluding municipalities).

Surfacing, Installation, Freight, and Tax are not eligible for discount.

Extending Terms: Credit will be reviewed by both Playcore and our partner, Marlin Finance, on all orders over \$1k requesting terms. When credit information is insufficient for Playcore to extend terms, and financing is deemed necessary to process the order, the customer will be notified and reserves the sole right to accept or decline the financing option.

Payment terms: payment in full, net 30 days subject to approval by Play & Park Structures Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts.



MAX-APEX NONE

CABLE NONE

ROOF NONE

SHADE ROYAL BLUE

HDPE BLUE-WHITE

HDPE BLUE

ROTO BLUE

DECK BLUE

ACCENT WHITE

UPRIGHT SPRING GREEN

**play&park
structures**
A PLAYCORE Company

401 Chestnut Street
Chattanooga, TN 37402
800.727.1907
playandpark.com

BLUE BONNET PLAYGROUND
FLOWER MOUND, TX

808-107719D



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: August 7, 2017

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of the purchase and installation of the 2016-17 Playground Replacements project, for the Oak Park Playground, from Playwell Group, Inc., and PlayWorks, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$263,077.88.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2016-2017 after recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Oak Park playground is one of the playgrounds funded.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board supports the purchase of this play equipment.

FISCAL IMPACT: \$263,077.88

Proposed Expenditure:	Account Number(s):
\$263,077.88	317-110-90817

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal
2. Play Equipment picture

RECOMMENDATION: Move to approve the purchase and installation of the 2016-17 Playground Replacements project, for the Oak Park Playground, from Playwell Group, Inc., and PlayWorks, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$263,077.88.



Athletic, Park, and Playground Equipment
Serving Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
8626

7/13/2017

BILL TO:

City of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Phone:

SHIP TO:

City of Flower Mound-Oak Park
Kari Bidix
Woodcreek Drive
Flower Mound, TX 75028

Phone: (972) 874-6278

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	EE	TARRANT		8/12/2017
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUYBOARD #512-16	BUYBOARD CONTRACT #512-16 EXPIRES 9/30/2017		0.00		0.00
	PLAYWORLD				
17-2422A	CUSTOM CHALLENGER	1	56012.00	53,211.40	53,211.40
ZZYY8404	AEROGLIDER WITH POLICE CAR DETAILS	1	26000.00	24,700.00	24,700.00
ZZYY6414	CHALLENGER ADA PANEL WITH PRISON DETAIL	1	731.00	694.45	694.45
ZZYY5734	POLICE CAR SPRING RIDER	1	2423.00	2,301.85	2,301.85
ZZXX0495	SPRING RIDER FOOTER FRAME	1	136.00	129.20	129.20
SWING-ARCH350	3.5" 2-UNIT ARCH SWING	1	1815.00	1,724.25	1,724.25
SWING-ARCH350A...	3.5" 2-UNIT ARCH SWING ADD-A-BAY		1235.00	1,173.25	1,173.25
ZZXX0265	INFANT SEAT W/GALVANIZED CHAIN FOR 8' TOP RAIL	2	175.00	166.25	332.50
ZZXX0065	SPIN CUP	1	689.00	654.55	654.55
ZZXX0165	2-5 YEARS OLD RISK MANAGEMENT SIGN	1	765.00	726.75	726.75
ZZXX0175	5-12 YEARS OLD RISK MANAGEMENT SIGN	1	765.00	726.75	726.75
ZZXX0155	CUSTOM SIGN	1	995.00	945.25	945.25
SHIP	SHIPPING AND HANDLING	1	8597.20	8,597.20	8,597.20
	VITRITURF				
PIP VITRITURF	2.5" POURED IN PLACE SURFACING OVER COMPACTED STONE 50% BLACK 50% STANDARD COLOR	4,000	14.20	13.47	53,880.00
QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO: THE PLAYWELL GROUP, INC. 9430 SAN MATEO BLVD., NE, UNIT G ALBUQUERQUE, NM 87113 Date _____ Signature _____			SUBTOTAL		
			SALES TAX (0.0%)		
			TOTAL		
			\$149,797.40		
			\$0.00		
			\$149,797.40		



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800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #

7/13/2017

3314

BILL TO:

City of Flower Mound
Accounts Payable
2121 Cross Timbers Road
Flower Mound, TX 75028

Phone:

INSTALLATION SITE:

City of Flower Mound-Oak Park
Kari Biddix
Woodcreek Drive
Flower Mound, TX 75028

Phone: (972) 874-6278

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	EWE	DENTON	8/12/2017
ITEM	DESCRIPTION	LIST PRICE	QTY	TOTAL
BUYBOARD #512...	BUYBOARD CONTRACT #512-16 EXPIRES 9/30/2017	0.00		0.00
17-2422A	DELIVER AND INSTALL BY WALK IN THE PARK			
ZZYY8404	CUSTOM CHALLENGER	17,201.11	1	17,201.11
ZZYY6414	AREOGLIDER WITH POLICE CAR DETAILS	7,984.52	1	7,984.52
ZZYY5734	CHALLENGER ADA PANEL WITH PRISON DETAIL	224.49	1	224.49
ZZXX0495	POLICE CAR SPRING RIDER	744.10	1	744.10
SWING-ARCH350	SPRING RIDER FOOTER FRAME	41.77	1	41.77
SWING-ARCH350...	3.5" 2-UNIT ARCH SWING	557.38	1	557.38
ZZXX0265	3.5" 2-UNIT ARCH SWING ADD-A-BAY	379.27	1	379.27
	INFANT SEAT W/SILVER SHIELD CHAIN FOR 8' TOP RAIL	53.74	2	107.48
	HEIGHT			
ZZXX0065	SPIN CUP	211.59	1	211.59
ZZXX0165	2-5 YEARS OLD RISK MANAGEMENT SIGN	234.93	1	234.93
ZZXX0175	5-12 YEARS OLD RISK MANAGEMENT SIGN	234.93	1	234.93
ZZXX0155	CUSTOM SIGN	305.56	1	305.56
REMOVAL	REMOVAL AND DISPOSAL OF EXISTING PLAYGROUND AND	6,080.52	1	6,080.52
	SWINGS			
REMOVAL SURF...	REMOVE AND DISPOSAL OF EXISTING SURFACING	2,728.78	1	2,728.78
REMOVAL	REMOVAL AND DISPOSAL OF (2) CONCRETE ACCESS	5,833.74	1	5,833.74
	RAMPS			
	CONCRETE BORDER TO REMAIN			
INSTALL WIP	INSTALL COMPACTED #57 STONE BASE FOR PLAYGROUND	12,195.03	1	12,195.03
	SURFACING			

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL

\$55,065.20

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
9430 SAN MATEO BLVD., NE, UNIT G
ALBUQUERQUE, NM 87113

Date _____

Signature _____



Athletic, Park, and Playground Equipment
Serving Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
8685

7/20/2017

BILL TO:

City of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Phone:

SHIP TO:

City of Flower Mound-Oak Park
Kari Bidix
Woodcreek Drive
Flower Mound, TX 75028

Phone: (972) 874-6278

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	EE	TARRANT		8/21/2017
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUYBOARD #512-16	BUYBOARD CONTRACT #512-16 EXPIRES 9/30/2017		0.00		0.00
	SHADE SYSTEMS				
R586516	58'X65'X16' ENTRY MEGA SPAN SHADE SYSTEM	1	36555.00	34,727.25	34,727.25
SED SHADE	SEALED ENGINEERED DRAWINGS	1	1200.00	1,140.00	1,140.00
SHIP	SHIPPING AND HANDLING	1	3702.87	3,702.87	3,702.87
QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO: THE PLAYWELL GROUP, INC. 9430 SAN MATEO BLVD., NE, UNIT G ALBUQUERQUE, NM 87113 Date _____ Signature _____			SUBTOTAL \$39,570.12		
			SALES TAX (0.0%) \$0.00		
			TOTAL \$39,570.12		



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www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #

7/20/2017

3334

BILL TO:

City of Flower Mound
Accounts Payable
2121 Cross Timbers Road
Flower Mound, TX 75028

Phone:

INSTALLATION SITE:

City of Flower Mound-Oak Park
Kari Biddix
Woodcreek Drive
Flower Mound, TX 75028

Phone: (972) 874-6278

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	EWE	DENTON	8/19/2017
ITEM	DESCRIPTION	LIST PRICE	QTY	TOTAL
BUYBOARD #512...	BUYBOARD CONTRACT #512-16 EXPIRES 9/30/2017	0.00		0.00
INSTALL WIP	DELIVER AND INSTALL BY WALK IN THE PARK INSTALL 58'X65'X16' ENTRY MEGA SPAN SHADE SYSTEM INCLUDES CONCRETE PIERS	18,645.16	1	18,645.16

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL

\$18,645.16

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
9430 SAN MATEO BLVD., NE, UNIT G
ALBUQUERQUE, NM 87113

Date _____

Signature _____



PlayWell

OAK PARK
Flower Mound, TX

PLAYWORLD
The world needs play.

ATTACHMENT 2



PlayWell

OAK PARK
Flower Mound, TX

 **PLAYWORLD**
The world needs play.



PlayWell

OAK PARK
Flower Mound, TX

PLAYWORLD
The world needs play.



PlayWell

OAK PARK
Flower Mound, TX

 **PLAYWORLD**
The world needs play.



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: August 7, 2017

FROM: Kari Biddix, Senior Park Development Manager

ITEM: Consider approval of a Construction Agreement with Construction Rent-A-Fence, Inc., for Landscaping and Fencing at the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, in the amount of \$236,921.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On July 13, 2017, bids were received and opened (Bid # 2017-77) for the Landscaping and Fencing at the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project. Construction Rent-A-Fence, Inc., submitted the lowest qualified bid of the two (2) responding bidders in the amount of \$236,921.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$236,921.00

Proposed Expenditure:	Account Number(s):
\$236,921.00	630-960-98130

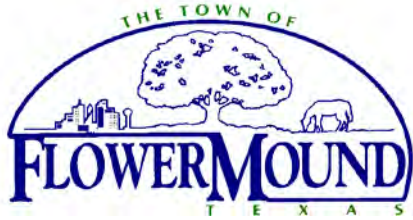
Finance Review by: Debra Wallace, Deputy Town Manager/CFO *DW*

LEGAL REVIEW: The Town's standard contract agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this Contract Agreement.

ATTACHMENTS:

1. Bid Tab
2. Construction Agreement

RECOMMENDATION: Move to approve a Construction Agreement with Construction Rent-A-Fence, Inc., for the Landscaping and Fencing at the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, in the amount of \$236,921.00; and authorize the Mayor to execute same on behalf of the Town.



Town of Flower
Mound
Bid Tabulation

Bid No: 2017-77 - Temporary Fire Station 6 Landscaping and Fencing

Bid Opening: July 13, 2017 at 11:00am

Company		Total Base Bid
Construction Rent-A-Fence		\$ 236,921.00
Wall Enterprises		\$ 272,523.25

******All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Certified By:	Sabrina R. Zadow	07/12/2017
	Purchasing Manager	
	Town of Flower Mound, Texas	

TOWN OF FLOWER MOUND**Temporary Fire Station 6 Landscaping and Fencing****Bid # 2017-77****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 20____, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Rent-A-Fence, Inc., a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

Temporary Fire Station 6 Landscaping and Fencing**Bid # 2017-77**

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called "Engineer", who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;

- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Two Hundred Thirty-Six Thousand, Nine Hundred Twenty-One Dollars and No cents (\$236,921.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of One Hundred Twenty (120) calendar days, and final completion of One Hundred Fifty (150) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage’s required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred

Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified

by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this

Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Twenty Five and Zero/One Hundredths Dollars (\$225.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind

so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the ____ day of _____, 20__.

TOWN OF FLOWER MOUND

CONTRACTOR

Thomas E. Hayden, MAYOR

_____ (Signature)

_____ (Printed Name)

_____ (Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

_____ (Position)



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: August 7, 2017

FROM: Brian Waltenburg, Senior Project Engineer Manager

ITEM: Consider approval of a Construction Agreement with Wildstone Construction LLC, for the Shady Point Acres Water Line Replacement project, in the amount of \$916,507.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On June 12, 2017, bids were received and opened (Bid # 2017-72) for the Shady Point Acres Water Line Replacement project. Wildstone Construction, LLC submitted the lowest qualified bid of the seven (7) responding bidders in the amount of \$916,507.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$916,507.00

Proposed Expenditure:	Account Number(s):
\$916,507.00	630-960-98843

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

LEGAL REVIEW: The Town's standard contract agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this Contract Agreement.

ATTACHMENTS:

1. Bid Tab
2. Construction Agreement

RECOMMENDATION: Move to approve a Construction Agreement with Wildstone Construction LLC, for the Shady Point Acres Water Line Replacement project, in the amount of \$916,507.00; and authorize the Mayor to execute same on behalf of the Town.



**Town of Flower
Mound
Bid Tabulation**

Bid No: 2017-72 - Shady Point Acres Water Main Replacement

Bid Opening: July 12, 2017 at 11:00am

Company		Total Base Bid
Wildstone Construction, LLC		\$ 916,507.00
Atkins Bros. Equipment Com., Inc		\$ 967,215.00
Camino Construction, LLC		\$ 1,013,085.00
John Burns Construction		\$ 1,058,862.00
Gra-Tex Utilities, Inc		\$ 1,090,248.00
A&M Construction & Utilities, Inc		\$ 1,337,468.00
Saber Development Corp		\$ 1,342,618.20

******All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Certified By: Sabrina R. Zadow

7/12/2017

Purchasing Manager

Town of Flower Mound, Texas

TOWN OF FLOWER MOUND
SHADY POINT ACRES WATER MAIN REPLACEMENT

Bid # 2017-72

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the “Agreement”), made and entered into this ____day of _____, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the “Town,” and Wildstone Construction, a Limited Liability Corporation, hereinafter referred to as the “Contractor.” For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

Shady Point Acres Water Main Replacement
Bid # 2017-72

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called “Engineer”, who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;

- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Nine Hundred Sixteen Thousand Five Hundred Seven Dollars and 00 cents (\$916,507.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of ninety (90) calendar days, and final completion of one hundred and twenty (120) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage’s required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred

Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified

by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and

proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time,

then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Five Hundred and Zero/One Hundredths Dollars (\$500.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon

which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two (2) copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the ____ day of _____, 20____.

TOWN OF FLOWER MOUND

CONTRACTOR

Thomas E. Hayden, MAYOR

(Signature)

(Printed Name)

(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____
(Signature)

(Position)



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: August 7, 2017

FROM: Doug Stevens, CPM, Assistant Director of Public Works

ITEM: **Consider approval of the purchase of street leveling services from Nortex Concrete Lift & Stabilization, Inc., through a City of Grand Prairie contract, in the estimated annual amount of \$75,000.00.**

BACKGROUND INFORMATION: This item is to approve the purchase of street leveling services for the Street Services division, using the City of Grand Prairie's contract with Nortex Concrete Lift & Stabilization, Inc.

Each fiscal year, funds are allocated through the Street Services division's budget for pavement lifting and stabilization, in areas where concrete has settled creating a water ponding issue. Public Works is interested in utilizing the City of Grand Prairie contract with Nortex to providing the street leveling services. Nortex Concrete Lift & Stabilization, Inc. has provided the Town with this service in the past, and staff is confident of their ability to perform these services satisfactorily.

The City of Grand Prairie contract provides for a one (1) year period and was awarded by their Council on November 16, 2016 and consists of four (4) optional one-year renewal periods. Staff is interested in utilizing the contract for the remainder of the first year, as well as the four year renewal periods.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and Grand Prairie entered into an interlocal agreement effective May 3, 2010. The initial term of the agreement was one year, and automatically renews annual, unless cancelled by either part.

FISCAL IMPACT: \$75,000.00 estimated annually

Proposed Expenditure:	Account Number(s):
\$75,000.00	100-690-92240-4303

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Grand Prairie Contract

DRAFT MOTION: Move to approve the purchase of street leveling services from Nortex Concrete Lift & Stabilization, Inc., through a City of Grand Prairie contract, in the estimated annual amount of \$75,000.00.

ID**6758****Department:**

Purchasing for Streets

Vendor Name:Nortex Concrete Lift & Stabilization *inc***Project Name:**

16137 Pavement Leveling Services - Nortex - initial contract

Work Order Number(s):**Account Number:**

0

Contract Amount:

\$632,730.00

Implementation Date:

11/16/2016

Termination Date:

10/31/2017

City Council Appr. Date:

11/15/2016

Insurer A Name:

State Farm Mutual Auto Ins

Insurer A Expiration:

7/1/2017

Insurer B Name:*Admiral Ins. Co.***Insurer B Expiration:***11/09/17***Insurer C Name:***American Home Assurance***Insurer C Expiration:***12/07/14***Insurer D Name:****Insurer D Expiration:****Insurer E Name:****Insurer E Expiration:****Return Executed Copy To:**

Purchasing Interoffice mail, Angi Mize

Department Manager Signature:*Dortheen C. Mize***Date:***November 18, 2016***City Attorney Signature:***Steph A***Date:***22 Nov 2016***City Manager/Deputy City Manager Signature:***Andrew***Date:***11.23.16***City Secretary Signature:***for [Signature]***Date:***11/23/16*

CONTRACT for SERVICES PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY"), and **NORTEX CONCRETE LIFT & STABILIZATION INC.** (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide pavement leveling services per bid award resulting from VENDOR'S response to RFB #16137, submitted by Gary Franklin, on August 8, 2016..

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR'S bid to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more or less depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$632,730.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of November 16, 2016. No new orders shall be accepted, against this Contract term, after midnight on October 31, 2017. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be done in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract a comprehensive liability insurance policy, with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY:

Angi Mize, Sr. Buyer ~ Purchasing Division
972-237-8262 Phone ~ 972/237-8265 Fax
amize@gptx.org
City of Grand Prairie
326 W. Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045

Dane Stovall ~ Street Department
972-237-8526 Phone
dstovall@gptx.org
City of Grand Prairie
1821 S. SH 161, Grand Prairie, TX 75052

VENDOR:

Gary Franklin

817/831-1240 Phone

Baso1011@yahoo.com

Nortex Concrete Lift & Stabilization, Inc.

201 NW 26th St., Fort Worth, TX, 76164

XXI. SEVERABILITY

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

XXII. RIGHT OF REVIEW

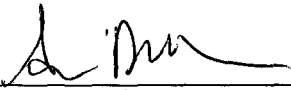
VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

XXIII. WAIVER OF ATTORNEYS FEES

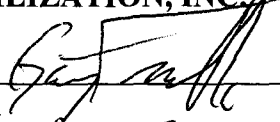
VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the 16th day of November, 2016.

CITY OF GRAND PRAIRIE, TEXAS

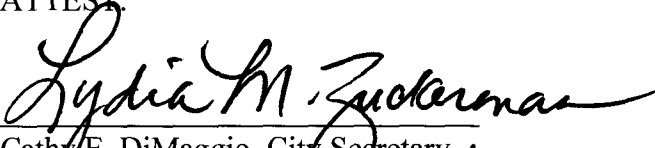
By: 
Tom Cox, Deputy City Manager

NORTEX CONCRETE LIFT & STABILIZATION, INC.

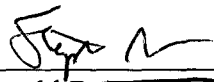
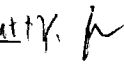
By: 
Printed _____
Name: Gary Franklin

ATTEST:

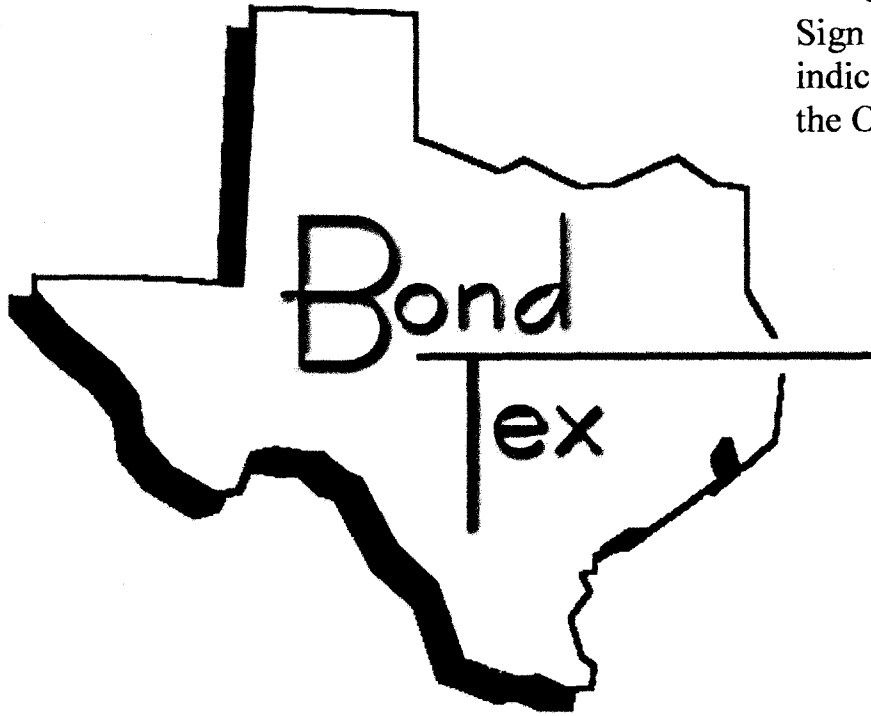
Title: GM / Secretary


for Cathi E. DiMaggio, City Secretary
11/23/2016

APPROVED AS TO FORM:

 ASST CITY ATT. 
Donald R. Postell, City Attorney
Stepha Aleorn

Original Bond:
Sign the bond where
indicated and forward to
the Obligee.



Serving your Insurance and Bonding Needs

BondTex Agency
147 W Main St
Azle, TX 76020

Phone:
817-747-BOND (2663)
800-998-8842

Fax:
817-747-6660

E-mail:
info@bondtexasagency.com

Website:
www.bondtexasagency.com

City of Grand Prairie
PERFORMANCE BOND

Bond # 4408360

Bid 16137

STATE OF TEXAS
 COUNTY OF Tarrant

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of Six Hundred Thirty-Two Thousand Seven Hundred Thirty and no/100 Dollars (\$ 632,730.00) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 2nd day of November, 2016, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully contract agreed and covenanted by the Principal to be observed and performed and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 1st day of September, 2016.

Nortex Concrete Lift & Stabilization, Inc.**PRINCIPAL**

By: _____

Title: _____

Address: 201 NW 26th St.Fort Worth, TX 76164Name and address of the Resident Agent of Surety is: Steve Nelson6835 Woodland Dr., Dallas, TX 75225SureTec Insurance Company**SURETY**By: Rachelle HaneTitle: Attorney-In-FactAddress: 5741 Legacy Dr., Suite 210PLano, TX 75024

City of Grand Prairie
PAYMENT BOND

Bid 16137

Bond # 4408360

STATE OF TEXAS
 COUNTY OF Tarrant

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the penal sum of Six Hundred Thirty-Two Thousand Seven Hundred Thirty and no/100 Dollars (\$ 632,730.00) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 2nd day of November, 2016, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 1st day of September, 2016.

Nortex Concrete Lift & Stabilization, Inc.**PRINCIPAL**

By: _____

Title: _____

Address: 201 NW 26th St.Fort Worth, TX 76164SureTec Insurance Company**SURETY**By: Rachelle HauerTitle: Attorney-In-FactAddress: 5741 Legacy Dr., Suite 210Plano, TX 75024Name and address of the Resident Agent of Surety is: Steve Nelson6835 Woodland Dr., Dallas, TX 75225

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8718DW

PAGE 06/07

City of Grand Prairie
MAINTENANCE BOND

Bid 16137

Bond # 4408360

STATE OF TEXAS
COUNTY OF Tarrant

KNOW ALL MEN BY THESE PRESENTS:

That Nortex Concrete Lift & Stabilization, Inc. of the City of Fort Worth, County of Tarrant, and State of Texas, as Principal, and SureTec Insurance Company a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of ~~Six Hundred Thirty-Two Thousand Seven Hundred Thirty and no/~~ Dollars (\$ 632,730.00), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 2nd day of November, 2016, to City of Grand Prairie which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications and contracts, it is provided that the Contractor will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said Contractor on account of any breaking of such improvements, caused by the said Contractor on constructing the same, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said Contractor, and in case the said Contractor shall fail to repair, reconstruct or make said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said Contractor and its surety on this obligation, and said Contractor and surety shall be subject to the damages in said contract for each day's failure on the part of said Contractor to comply with the terms and provisions of said Contract and this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect;

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF, the said Nortex Concrete Lift & Stabilization, Inc. as Contractor and Principal and the said SureTec Insurance Company Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the 1st day of September, 2016.

Nortex Concrete Lift & Stabilization, Inc.

PRINCIPAL

By: _____

Title: _____

Address: 201 NW 26th St.

Fort Worth, TX 76164

SureTec Insurance Company

SURETY

By: Rachelle Hanes

Title: Attorney-In-Fact

Address: 5741 Legacy Dr., Suite 210, Plano, TX 75024

Attorney-in-Fact

POA #: 4221082

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Rachelle Harris, Heath Harris

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

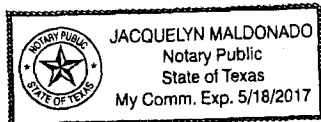
By: John Knox Jr., President

State of Texas
County of Harris

SS:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of September, 2016, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Solicitation 16137

PAVEMENT LEVELING SERVICE

Bid Designation: Public



City of Grand Prairie

Bid 16137 PAVEMENT LEVELING SERVICE

Bid Number **16137**
 Bid Title **PAVEMENT LEVELING SERVICE**

Bid Start Date **Aug 5, 2016 9:32:56 AM CDT**
 Bid End Date **Aug 19, 2016 2:00:00 PM CDT**
 Question &
 Answer End Date **Aug 12, 2016 4:30:00 PM CDT**

Bid Contact **Angi Mize**
Buyer
Purchasing
972-237-8262
amize@gptx.org

Contract Duration **1 year**
 Contract Renewal **4 annual renewals**
 Prices Good for **120 days**

Bid Comments **It is the intent of this specification to obtain an annual price agreement for the purchase of pavement leveling services for the City of Grand Prairie Streets Division. These services shall include but not limited to raising and undersealing of concrete slabs, sidewalks, and pavement. This contract will begin on or after November 2, 2016.**

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262

Registration for BidSync is free for notification of bids, addendums, and other information. If your company wants the convenience to download the bid documents from BidSync's website or to bid on-line through BidSync, BidSync offers these services, for bids posted by the City of Grand Prairie, for an annual fee of \$60.00. This is not a fee charged by the City, nor does the City receive any part of this fee. If your company registers under the complimentary registration and opts out of the additional paid services from BidSync, you may email a request to the responsible Buyer for a copy of the bid documents and submit a hard copy bid directly to the Purchasing office.

Item Response Form

Item **16137-01-01 - Attachment A, Bid Sheet**
 Quantity **161000 pound**
 Unit Price **\$3.93**
 Delivery Location **City of Grand Prairie**
No Location Specified
 Qty **161000**

Description

Pavement leveling services in accordance with the attached specification.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Specification



**REQUEST FOR BID
RFB #16137
PAVEMENT LEVELING SERVICE**

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement leveling services for the City of Grand Prairie Streets Division. These services shall include but not limited to raising and undersealing of concrete slabs, sidewalks, and pavement. This contract will begin on or after November 2, 2016.

2. SERVICE— All services shall include but not limited to the following:

- 2.1** Vendor shall furnish all equipment and supplies needed for raising and undersealing of concrete slabs, sidewalks, and pavement. All equipment and supplies used must be capable of performing all operations in accordance with the specification.
- 2.2** Vendor shall cut any exposed rebar or concrete joints that are preventing a level surface.
- 2.3** All debris in way of performing work shall be cleaned and picked up prior to and after work is completed.
- 2.4** Vendor shall provide written summary report containing location, area (sf), and quantity (lb.) to be signed off by a City representative at end of each work day.
- 2.5** Each location shall be marked and noted for warranty purposes.
- 2.6** Vendor shall ensure each location is level and no pooling of water will occur
- 2.6** Retainage will not be held for this project.
- 2.7** Material

2.7.1 The material shall be a hydrophobic, closed cell, high density polyurethane system with the following physical characteristics and properties:

Property	Requirement
Density, minimum, per ASTM D 1622	4.0 ± ½ lb/ft³ (64 ± 8 kg/m³)
Compressive Strength, minimum, per ASTM D 1621	80 psi (550 kPa)
Tensile Strength, minimum	90 psi (620 kPa)
Volume Change, maximum	+5.0 percent
Curing Rate	90 percent of compressive strength within 15 minutes after injection

Specification

- 2.7.2 The polyurethane foam system will have a free rise density of 4.0 +/- lb./cubic foot, with a minimum compressive strength of 80 psi. The expansion of the polyurethane foam under pressure increases the foam density above the original free rise density value. The compressive strength is a function of density of the tested material; therefore the foam produced during the lifting process will have a higher compressive strength than foam produced without restriction (free rise).
- 2.7.3 Final elevations shall be within ¼" (0.02 ft.) of the elevations proposed by profile. A tight string line or straight edge may be used to monitor elevations. Final elevations shall be verified. The Contractor shall be responsible for any blowouts or excessive lifting which may result from process and shall repair the damaged area to the satisfaction of the owner without additional cost.
- 2.7.4 The high-density polyurethane formulation shall reach 90% of full compressive strength within 15 minutes from injection. The method for verification of quantity used must be approved by the Owner prior to work being pre-formed.
- 2.7.5 Pumping units shall be equipped with a manufacturer's certified flow meter to measure the amount of high-density polyurethane injected at each location. The certified flow meter shall have a digital output in both pounds and gallons.
- 2.7.6 A picture shall be taken of the flow meter prior to starting a project and another picture of the meter shall be taken after completion on each project to verify quantities. Flow meter shall be cleared to zero before starting work at each project. Project inspector shall verify the quantities for each project. Pictures of each location will be submitted daily.
- 2.7.7 The polyurethane material shall be measured in pounds.

3. TRAFFIC CONTROL

- 3.1 The contractor shall provide construction and maintenance signs, construction lights, barricades, channelizing devices and flagmen as required to provide for the safety of the traveling public. These items shall be in accordance with the recommended practices of the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.) (<http://www.txdot.gov/government/enforcement/signage/tmutcd.html>) .
- 3.2 Traffic control will be broken into the following two categories:
 - 3.2.1 Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
 - 3.2.2 Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.
- 3.3 Construction signs shall not be removed from the project until approved by the city.

Specification

- 3.4 No street shall be closed except upon written authority from the city.
- 3.5 At the end of each day, the contractor shall prepare the work to the satisfaction of the city to ensure safe driving at night; and shall place temporary pavement markings and maintain it until the city has approved the final inspection.
- 3.6 Contractor shall submit a traffic control plan for approval four (4) days prior to starting work at any location. All barricades, detour signs for total closure of the street, and all maintenance of signs and removals upon completion of project shall be in accordance with Texas M.U.T.C.D.
- 3.7 All street work and closures will require a four (4) day notice to city so it may be publicized in the local paper as necessary.
- 3.8 Contractor shall provide all temporary pavement marking as needed and placed before removal of barricades for the safety of public until permanent markings are installed by owner.

4. CONTRACTOR QUALIFICATIONS

- 4.1 Bidder must be engaged in the business of providing pavement leveling services for a minimum of five years within the last seven years.
- 4.2 Bidder must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.
- 4.3 Bidder must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The bidder shall choose references that illustrate the Bidder's ability, capacity, and skill to perform the contract as specified.

5. SAFETY REQUIREMENTS

- 5.1 The Contractor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Contractor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
- 5.2 Vendor will provide all required safety signage, barricades, and flashers/strobes.

Specification

- 5.3 All employees shall follow all applicable safety procedures, have appropriate fuel safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.
- 5.4 All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.
- 5.5 Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.
- 5.6 Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.
- 5.7 Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, operating with one arm of a bat wing mower raised with blades exposed and spinning, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered and operating mowing equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

6. WARRANTY

A warranty of 10 years shall be required for each repair.

7. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Friday, August 5, 2016
Deadline for Questions	Friday, August 12, 2016
Responses to Questions	Monday, August 15, 2016
Deadline for Receipt of Bids	Friday, August 19, 2016
Council Date	Tuesday, October 11, 2016

8. CONTACT

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262 no later than **August 12, 2016, at 4:30 pm (CST)**. City of Grand Prairie's response to questions and requests for clarification will be posted to BidSync (www.bidsync.com) by **August 16, 2016 at 4:30 pm (CST)**.

Specification

9. BID EVALUATION

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject any and all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city. The following evaluation criteria will be utilized in the selection of a vendor:

Price	40%
Reputation	30%
Experience	20%
<u>Past Relationship with the City and/or other Municipalities</u>	<u>10%</u>
TOTAL	100%

10. SUBMITTAL – ITEMS TO BE SUBMITTED WITH BID

Interested parties **MUST** submit at least one hard copy in a sealed envelope or electronic copy (flash drive, CD, or through BidSync) of the following items for consideration. The submission should be in the order stated below:

- 10.1 Bid Pricing (Attachment A)
- 10.2 Questionnaire & References (Attachment B)
- 10.3 Conflict of Interest Questionnaire (Attachment C)
- 10.4 Submittal Affirmation Form (Attachment D)
- 10.5 **OR** Statement of No Response (Attachment G)

Bids must be submitted as requested above no later than the response deadline of August 19, 2016 by 2:00 p.m. to:

Angi Mize, Senior Buyer
Purchasing Division
326 W. Main Street
Grand Prairie, Texas 75050

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. **EMAIL BIDS WILL NOT BE ACCEPTED.**

The City reserves the right to reject any or all responses, to waive formalities, award a separate contract to separate vendors for each item/group, or to award one contract for the entire bid.

Specification

11. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful bidder will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

12. CONTRACT AWARD

Vendor selected for contract will be required to return an executed contract to the City, a certificate of insurance naming the City as an additional insured, and a notarized copy of Form 1295 Certificate of interested parties within 10 days of the notice of award.

13. BONDS

13.1 PERFORMANCE AND PAYMENT BONDS

The successful bidder shall furnish a Performance Bond and Payment Bond, on the forms which are attached hereto, in the amount of 100% of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the OWNER.

13.2 MAINTENANCE BOND

The successful bidder shall furnish a Maintenance Bond in the amount of fifty (50%) percent of the total bid price. This bond secures maintenance of the improvements by the City. It shall be executed by the CONTRACTOR as Principal and by a corporate surety such as an insurance company or a bonding company. No individual surety will be accepted. A Power of Attorney for the Attorney-in Fact who signs for the surety must be attached. All bonds shall be by a company acceptable to the City. The companies shall be adequately capitalized and is an insurance company admitted in Texas. If not an insurance company, it shall have sufficient assets bonded in Texas, as shown by affidavit, to satisfy any judgments which may be taken.

Request for Bid Questionnaire

All questions should be answered clearly and completely. **Marketing materials WILL NOT be accepted in lieu of this questionnaire.** This questionnaire will assist the City in understanding your proposal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your proposal.

General Information & References:

RESPONDENT NAME AND TITLE:	GARY FRANKLIN GM/SECRETARY
COMPANY:	NORTEX CONCRETE LIFT & STABILIZATION INC.
ADDRESS, CITY, STATE ZIP:	201 NW 26TH ST FORT WORTH TX 76164
TELEPHONE NUMBER:	817-831-1240
E-MAIL:	baso1011@yahoo.com
FEDERAL TAX ID:	20-0291992
Provide 3 References, please include contact name, agency name, title, phone number and email of those you have provided similar services in the past three years	
Reference 1:	
Name & Title -	DAVID MARK HODGES MANAGER OF STREETS DIVISION
Agency Name -	CITY OF MESQUITE
Phone -	972-216-6282
Email -	mhodges@cityofmesquite.com
Reference 2:	
Name & Title -	KEN PLAGGE PROJECT SUPERVISOR
Agency Name -	CITY OF PLANO PUBLIC WORKS
Phone -	972-769-4147
Email -	kenp@plano.gov
Reference 3:	
Name & Title -	GLYN STRICKLAND STREETS DIVISION SUPERVISOR
Agency Name -	LITTLE ELM
Phone -	972-377-5559
Email -	gstrickland@littleelm.org

Service Questions:

1.	How many years have you been in business?	13
2.	How many years have you been performing the type of work detailed in the specification?	13
3.	What is the total value of work you currently have under contract?	\$6.5 million
4.	What is the percentage of work that is self-performed? (approximate)	90-95%
5.	Has your firm ever failed to complete a contract?	No
6.	Has your firm ever filed for bankruptcy? If so, when?	No
7.	Please list any pending judgment claims or suits against your company and explain on an additional	

page.

N/A

8. Have you had an OSHA fine within the past three (3) years? (If yes, you MUST submit on an additional page the circumstances of the event)

No

9. Have you had any job related fatalities within the past five (5) years? (If yes, you MUST submit on an additional page the circumstances of the event)

No

10. In the event of a breakdown, where would your equipment be serviced? (Include name of business, address, phone number, and point of contact)

See Attached

11. List municipal/government agencies you have worked with, along with the contract amount, number of years contracted, agency contact, their email and phone number. Use separate sheet if needed.

Contract - \$ See Attached

Yrs. Contracted -

Name -

Phone -

Email -

Contract - \$

Yrs. Contracted -

Name - CITY OF PLANOContract - \$ 1,932,000.00Was the project finished on time - YESWas the project within budget - YESName - CITY OF MESQUITEContract - \$ 200,000.00Was the project finished on time - YESWas the project within budget - YESName - CITY OF LITTLE ELMContract - \$ 125,000.00Was the project finished on time - YESWas the project within budget - YESName - TOWN OF FLOWER MOUNDContract - \$ 75,000.00Was the project finished on time - YESWas the project within budget - YES

14. On the following page, list employees (last name only) along with their job title and number of years' experience in your line of work (add additional pages if necessary). Also list equipment, quantity and years in service.



201 NW 26th St.
Fort Worth, TX 76164
(817) 831-1240 office
(817) 831-1245 fax

Remit Payment To:
P.O. Box 4935
Fort Worth, TX 76164

NORTEX BREAKDOWN SERVICE LIST

INTERNATIONAL TRUCKS

617 North Freeway, Fort Worth TX 76164

817-336-4651

P.O.C. Jeremy

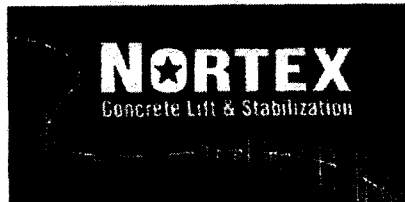
S & W POWER SYSTEMS & ENGINE SERVICE

4100 Eastern Ave, Oklahoma City OK 73129

405-677-6637

P.O.C. Sam

Most Breakdowns are handled in house with our maintenance department. Equipment failures occur out of town as well and we will typically have things fixed close to our working locations.



201 NW 26th St.
 Fort Worth, TX 76164
 (817) 831-1240 office
 (817) 831-1245 fax

MUNICIPAL CONTRACTS

CITY OF GRAND PRAIRIE, TX ANNUAL CONTRACT

LELAND MILLER

lmiller@gptx.org

972-207-6211

2007-2016

\$125,000-\$250,000

CITY OF PLANO, TX ANNUAL CONTRACT

KEN PLAGGE

kenp@plano.gov

214-729-7326

2006-2016

\$1,932,000.00

CITY OF MESQUITE, TX ANNUAL CONTRACT

MARK HODGES

mhodes@cityofmesquite.com

972-216-6282

2013-2016

\$150,000-770,000

THE TOWN OF FLOWER MOUND, TX ANNUAL CONTRACT

RICK ADDINGTON

rick.addington@flower-mound.com

817-454-8080

2005-2016

\$75,000.-125,000

JEFFERSON PARISH, LA ANNUAL CONTRACT

DAVE MACALUSO

dmacaluso@jeffparish.net

504-481-4140

2012-2016

\$340,000

CITY OF FORT WORTH, TX

INTERLOCAL CONTRACT

TARIQUL ISLAM

tariqul.islam@fortworthtexas.gov

817-392-2486

2013-2016

\$250,000

ROWLETT, TX

INTERLOCAL CONTRACT

ROBERT HARRIS

rharris@rowlett.com

469-853-9730

2007-2016

\$125,000

LITTLE ELM, TX
GLYN STRICKLAND
ggstrickland@littleelm.org
 972-377-5559

INTERLOCAL CONTRACT

2010-2016
 \$150,000

ARLINGTON, TX
BILL BATEMAN
bill.bateman@arlingtontx.gov
 817-903-1964

INTERLOCAL CONTRACT

2013-2016
 \$50,000-\$100,000

KELLER, TX
KELLY HOWELL
khowell@cityofkeller.com
 817-988-0432

INTERLOCAL CONTRACT

2012-2016
 \$80,000

COPPELL, TX
KEITH MARVIN
kmarvin@coppelltx.gov
 972-304-3681

INTERLOCAL CONTRACT

2010-2015
 \$50,000-125,000

FARMERS BRANCH, TX
PHILLIP THOMAS
phillip.thomas@farmersbranchtx.gov
 972-919-2597

INTERLOCAL CONTRACT

2005-2006
 2007-2011
 2014-2016
 \$50,000-\$250,000

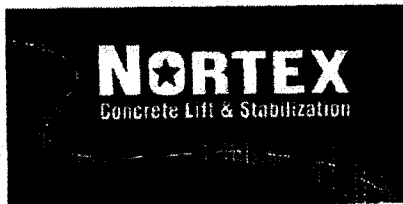
BURLESON
RAY GONZALES
rrgonzales@burlesontx.com
 817-917-8409

INTERLOCAL CONTRACT

2007-2016
 \$50,000

VARIOUS OTHER CITIES IN DFW

\$5,000-\$50,000



201 NW 26th St.
 Fort Worth, TX 76164
 (817) 831-1240 office
 (817) 831-1245 fax

COMPLETED DEPT OF TRANS JOBS/ REFERENCE LIST 2010-PRESENT

<u>PROJECT</u>	<u>DATE</u>	<u>AMOUNT</u>
PRAIRIE CONTRACTORS INC OPELOUSA, LA 70571-1530 DAMIEN DOUCET 337-658-9005	MARCH 2010	\$212,933.00
KANSAS DEPT OF TRANSPORTATION BRIDGE APPROACHES DIPS JEFF WOODWARD 785-527-2520	APRIL 2010	\$387,962.00
WIREGRASS CONSTRUCTION CO 5510-A Wares Ferry Rd Montgomery AL 36117 Steve Martin 334-850-0527	MAY 2010	\$512,409.00
GIBSON ASSOCIATES 11210 RYLIECREST BALCH SPRINGS TX 75180	MAY 2010	\$154,586.00
KANSAS DEPT OF TRANSPORTATION 3200 E 45TH ST WICHITA, KS 67220 BRIDGE APPROACHES DIPS SAMMI FORD	SEPT 2010	\$52,887.00
KNIFE RIVER PO BOX 1800 WACO TX 76703 UNDERSEALING	OCT 2010	\$457,292.00
OKLAHOMA DEPT OF TRANSPORTATION POB 53448 OKLAHOMA CITY, OK 73152 FAX 405/521-3789 OFFICE 405/521-2112 CONTACT: JOHN W. MORRISON	2006-2016 STATEWIDE CONTRACT AVG. ANNUAL AMOUNT	\$1,000,000.00

OKLAHOMA TURNPIKE AUTHORITY PO BOX 11357 OKLAHOMA CITY OK 73136 CONTACT MIKE COLE	2006-2016 STATEWIDE CONTRACT AVG. ANNUAL AMOUNT	\$250,000.00
ARKANSAS HIGHWAYS AND TRANSPORTATION LITTLE ROCK, AR DIPS/BRIDGE APPROACH SLABS CONTACT BRUCE STREET 870-251-2374	2011-2015 STATEWIDE CONTRACT AVG. ANNUAL AMOUNT	\$250,000.00
TEXAS DEPT OF TRANSPORTATION NAVARRO COUNTY CONTACT GEORGE COPPACK 903-874-9313 DIPS BRIDGE APPROACHES	JUNE 2011	\$220,712.00
GILCHRIST CONSTRUCTION - LADOTD ALEXANDRIA, LA CONTACT JUSTIN GASPARD 318-715-7340 UNDERSEALING	JUNE 2011	\$166,589.00
LAFARGE CONSTRUCTION - KDOT WITCHITA, KS CONTACT DEAN BOGRIGHT 316-734-3140 BRIDGE APPROACHES	JUNE 2011	\$94,109.00
SOUTH DAKOTA DEPT OF TRANSPORTATION RAPIDS CITY, SD CONTACT JOHN GERLACH 605-394-6968 BRIDGE APPROACHES	AUG 2011	\$149,054.00
TEXAS DEPT OF TRANSPORTATION DALLAS COUNTY MAINTENANCE CONTRACT CONTACT DANNY CLANTON 972-263-1387 DIPS BRIDGE APPROACHES	2011-2013	\$2,000,000.00
KANSAS DEPT OF TRANSPORTATION AREA ONE DISTRICT IV 101 GAGE BLVD TOPEKA KS 66606 MARY FILES 785-296-3986	OCT 2011	\$419,938.00
GOOD HOPE CONTRACTING - ALDOT FORT PAYNE, AL CONTACT JOHN BROWN 256-734-7735 UNDERSEALING	JAN 2012	\$695,540.00
JEFFERSON PARISH NEW ORLEANS, LA CONTACT DAVE MACALUSO 504-481-4140 RAISING/UNDERSEALING	2012-2014 2014-2016	\$439,000.00 \$442,000.00
GOOD HOPE CONTRACTING - ALDOT FORT PAYNE, AL CONTACT JOHN BROWN 256-734-7735 UNDERSEALING	MAR 2012	\$1,800,000.00

JACKSON PAVING ALDOT FORT PAYNE ALABAMA CONTACT RON JACKSON UNDERSEALING	2012-2013	\$6,823,849.00
TEXAS DEPT OF TRANSPORTATION TARRANT CO FORT WORTH, TX CONTACT MIKE SEPEDA 817-232-3280 BRIDGE APPROACHES, DIPS	JUNE 2012	\$364,159.00
NORTH TEXAS TOLLWAY AUTHORITY DALLAS CO DALLAS, TX CONTACT ABDUL QUIDDAS BRIDGE APPROACHES	AUG 2012	\$316,450.00
KANSAS DEPT OF TRANSPORTATION AREA ONE DISTRICT IV 101 GAGE BLVD TOPEKA KS CONTACT JOAN SMITH	JAN 2013	\$281,250.00
TEXAS DEPT OF TRANSPORTATION EAST HARRIS CO HOUSTON, TX CONTACT SCOTT FISHER 713-636-7400 BRIDGE APPROACHES, DIPS	JUNE 2013	\$560,818.00
TEXAS DEPT OF TRANSPORTATION NORTH HARRIS CO HOUSTON, TX CONTACT REGINALD PHIPPS 281-319-6450 BRIDGE APPROACHES, DIPS	JULY 2013	\$513,517.00
BASS CONSTRUCTION - LADOTD BOSSIER CITY, LA CONTACT JAMES BREWER 318-548-8429 BRIDGE APPROACHES	OCT 2013	\$64,490.00
TEXAS DEPT OF TRANSPORTATION TARRANT CO FORT WORTH, TX CONTACT RALPH GARZA 817-370-6500 DIPS	JAN 2014	\$72,300.00
TEXAS DEPT OF TRANSPORTATION DALLAS CO. CONTACT MICHEAL CHAVEZ 972-235-3314 DIPS HWY 161	MARCH 2014	\$159,000.00
PROGRESSIVE CONST. - LADOTD SHREVEPORT, LA CONTACT ROBERT BIRDWELL 318-446-2069 BRIDGE APPROACHES	MARCH 2014	\$81,366.00
KANSAS DEPT OF TRANSPORTATION DISTRICT 1 TOPEKA, KS CONTACT NATHAN ANSTEY 620-342-5402 BRIDGE APPROACHES, DIPS	MAY 2014	\$431,250.00

FORBY CONTRACTING - LADOTD ALEXANDRIA, LA BRIDGE APPROACHES/DIPS CONTACT RANDY RIMER 320-385-0042	JUNE 2014	\$217,303.00
ROY JORGENSEN ASSOCIATES DALLAS CO CONTACT JIMMIE MILES 469-475-9579 DIPS HWY 161 - FRONTAGE ROAD	JULY 2014	\$300,000.00
TEXAS DEPT OF TRANSPORTATION ORANGE CO BRIDGE APPROACH SLABS CONTACT WILLIE CELENSTINE SR 409-924-6525	SEPT 2014	\$409,197.00
DBI SERVICES HILL CO DIPS CONTACT JON-DAVID JENKINS 254-848-4139	NOV 2014	\$60,909.00
TEXAS DEPT OF TRANSPORTATION HARRIS CO BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT PAUL ELEY 281-536-3129	JAN 2015 - JUNE 2015	\$5,385,343.00
TEXAS DEPT OF TRANSPORTATION DALLAS CO DIPS AND UNDERSEALING CONTACT MICHAEL THOMAS 972-235-3314	AUG 2015	\$339,589.00
CTRMA (AUSTIN, TX TOLLWAY AUTHORITY) HWY 290 BRIDGE APPROACH SLABS/DIPS CONTACT MICHELLE STRACENER 512-342-3239	SEPT 2015	\$112,387.00
OK DEPT OF TRANSPORTATION VARIOUS DISTRICTS BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT VARIES	OCT 2015	\$368,878.00
TEXAS DEPT OF TRANSPORTATION MCCLENNON CO BRIDGE APPROACH SLABS CONTACT BRUCE JOHNSON 254-230-7296	JAN 2016	\$108,755.00
OKLAHOMA TURNPIKE AUTHORITY H.E. BAILEY TURNPIKE DIPS AND UNDERSEALING CONTACT KEVIN SIMPSON	APRIL 2016	\$169,688.00
ARKANSAS HIGHWAYS DEPARTMENT VARIOUS DISTRICTS BRIDGE APPROACH SLABS/DIPS/UNDERSEALING CONTACT VARIES	APRIL 2016	\$181,801.00

TJ CAMPBELL CONSTRUCTION
ODOT- DISTRICT #4
BRIDGE APPROACHES/JOINT SEALING
CONTACT: ADAM HODGES 405-620-1831

MAY 2016

\$127,810.00

TEXAS DEPT OF TRANSPORTATION
MONTGOMERY CO
BRIDGE APPROACH SLABS/DIPS
CONTACT: TBD

JUNE 2016-PENDING

\$766,000.00

Name -
Phone -
Email -

Contract - \$
Yrs. Contracted -
Name -
Phone -
Email -

12. Describe how you meet or exceed the minimum qualifications in the specification.

See Attached

13. Describe the experience in providing similar services within the last 2 years:

Name - CITY OF GRAND PRAIRIE

Contract - \$ 250,000.00

Was the project finished on time - YES

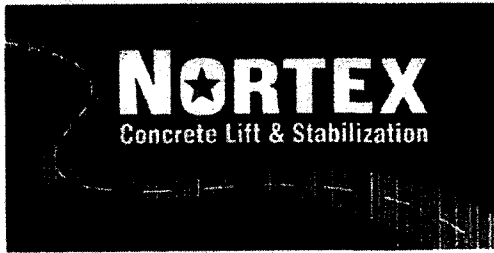
Was the project within budget - YES

Name - CITY OF FORT WORTH

Contract - \$ 250,000.00

Was the project finished on time - YES

Was the project within budget - YES



201 NW 26th St.
Fort Worth, TX 76164
(817) 831-1240 office
(817) 831-1245 fax

Remit Payment To:
P.O. Box 4935
Fort Worth, TX 76164

Exceeding Minimum Requirements

Size of fleet; we run 7 crews on a day to day basis, with 8 possible in busy cases allowing us to keep up with heavy workloads and not fall behind on projects. Also allows us to be flexible, can typically respond to emergency repairs or "hot spots" within 24-hour notice.

Traffic control; we have 5 arrow boards and enough signs and delineators to run multiple closures at any given time all over DFW. Again allowing quick response to making necessary repairs.

Traffic control certification; as a company we have 11 people certified as a Traffic Control Supervisor through ATSSA. Proper training and experience on the roadways to maintain the safest work zones possible.

Experience; wide range of infrastructure projects both large and small over the years. This experience is of great value to the city when making decisions on what applications will be successful and when there may be a better idea, as well as knowing the quality of work will be up to par.

Familiarity; we have been working under this contract for the previous 10 years and crews and inspectors have been working with each other a long time, and know what is expected.

Quality of material; for years we have used a higher quality material than specs called for allowing us to use less material to get the job done. Over a 10 year period the savings for the city is in the 10's of thousand if not 100's.

Warranty; we have always honored our 10 year warranty without any fighting or pushback.

Reputation; we have a strong reputation around the DFW area for work quality and working well and expeditiously with public works departments to get the job done.

Outstanding safety record, customer service record, and financial standing.

LIST OF EMPLOYEES

Employee Last Name	Job Title	Years of Experience
See Attached		

LIST OF MACHINERY AND EQUIPMENT

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 Bidder submitting this bid. It is important to state quantity and specifications of equipment available. **Example: (2 each Walker automatic paint spray machines).**

Equipment/Machinery	Years in Service	Qty
See Attached		

NORTEX LIST OF EMPLOYEES

EMPLOYEE LAST NAME	JOB TITLE	EXPERIENCE
FRANKLIN	VICE PRESIDENT	13
FRANKLIN	SECRETARY/GM	13
DEROSA	ASST GM	8
LINCOLN	PROJECT MANAGER	12
SIMPSON	PROJECT MANAGER	5
HOBSON	HEAD MECHANIC	4
BROWN	MECHANIC	8
WILBUR	TRUCK BOSS	12
CHAVEZ	TRUCK BOSS	10
SAVARY	TRUCK BOSS	10
JUAREZ	TRUCK BOSS	8
KLUGE	TRUCK BOSS	6
WALTON	TRUCK BOSS	6
TOLBERT	TRUCK BOSS	6
STEIRWALT	TRUCK BOSS	6
LYON	TECHNICIAN	5
LORD	TECHNICIAN	3
YOUNG	TECHNICIAN	3
TEEL	TECHNICIAN	3
PALACIOS	TECHNICIAN	2
MORA	TECHNICIAN	1
ALLUMNS	TECHNICIAN	1
BUITRON	TECHNICIAN	1
FLORES	TECHNICIAN	<1
ROBBINS	TECHNICIAN TRAINING	<1
SMITH	TECHNICIAN TRAINING	<1
CRONK	TECHNICIAN TRAINING	<1

NORTEX EQUIPMENT LIST
OWNED

QTY	DESCRIPTION & CAPACITY	AGE OF ITEMS	PURCHASE PRICE
1	2005 FORD F-450 TRUCK	10	\$40,581.25
1	1988 CHEVROLET 1 TON TRUCK	27	\$1,500.00
1	1995 WELLS FARGO TRAILER	20	\$10,500.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$17,484.00
1	DIESEL GENERATOR 100KW	12	\$13,893.31
1	AIR COMPRESSOR	12	\$405.00
2	HILTI EQUIP DRILLS	12	\$7,000.00
16	HILTI EQUIP DRILLS	NEW	RENTAL 3 YR
10	HILTI LASER	NEW	RENTAL 3 YR
2	TRANSFER PUMPS	12	\$2,081.00
4	E-Z DRILLS	12	\$26,280.00
1	DIESEL GENERATOR	12	\$13,893.31
1	INTERNATIONAL DIESEL TRUCK 2006	9	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2006	9	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2006	9	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2006	9	\$60,571.42
1	INTERNATIONAL DIESEL TRUCK 2010	5	\$83,909.00
1	INTERNATIONAL DIESEL TRUCK 2010	5	\$83,909.00
1	INTERNATIONAL DIESEL TRUCK 2013	3	\$73,000.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	12	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$14,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$16,000.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$6,400.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$15,600.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$8,000.00
1	H20/35 POLYURETHANE FOAM MACHINE	10	\$13,500.00
1	TARGET PRO 66 CONCRETE SAW	10	\$15,000.00
1	CONCRETE SAW TRAILER	8	\$3,100.00
1	2006 FORD F-550 TRUCK	9	\$44,483.32
1	DIESEL GENERATOR 100KW	10	\$15,802.06
1	DIESEL GENERATOR 40KW	10	\$10,708.76
4	GRACO TRANSFER PUMPS	9	\$3,600.00
1	INTERNATIONAL DIESEL BOBTAIL TRUCK	9	\$58,729.00
1	H20/35 PLOYURETHANE FOAM MACHINE	10	\$14,400.00
1	H20/35 PLOYURETHANE FOAM MACHINE	10	\$14,400.00
1	AIR COMPRESSOR	9	\$405.00
1	AIR COMPRESSOR	9	\$405.00
1	TARGET PRO 66 CONCRETE SAW	9	\$15,500.00

NORTEX EQUIPMENT LIST
OWNED

1	CONCRETE SAW TRAILER	12	\$3,100.00
1	HELI 5K FORKLIFT	15	\$10,000.00
1	ARROWBOARD	10	\$1,400.00
1	ARROWBOARD	10	\$3,200.00
1	ARROWBOARD	10	\$1,200.00
1	ARROWBOARD	7	\$2,700.00
1	ARROWBOARD	7	\$2,700.00
1	DIESEL GENERATOR 100KW	8	\$15,907.64
1	DIESEL GENERATOR 100KW	8	\$15,802.06
1	AIR COMPRESSOR INGERSOLL RAND	11	\$6,440.00
1	AIR COMPRESSOR INGERSOLL RAND	11	\$6,440.00
1	2001 DODGE PICKUP	14	\$4,000.00
1	2000 CHEVY PICKUP	15	\$3,000.00
1	2002 INGERSOLL RAND 375 COMPRESSOR	13	\$11,500.00
1	EZ DRILL G3 GANG DRILL 2007	9	\$36,000.00
1	EZ DRILL G3 GANG DRILL 2012	4	\$33,500.00
1	FOAM TRAILER RIG 2008	7	\$15,000.00
16	GM006A2R21-5 FLOW METERS	5	\$28,800.00
TOTALS			\$1,174,244.39

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1	Name of vendor who has a business relationship with local governmental entity.	
	N/A	
2	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information in this section is being disclosed. N/A Name of Officer This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section. N/A	
4	Signature of vendor doing business with the governmental entity	Date

CITY OF GRAND PRAIRIE SUBMITTAL AFFIRMATION FORM

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items as specified in section 10 and receipt of the following addenda which are part of the Solicitation Documents:

☒ All items identified in section 10 have been submitted

☒ Addendum No. 1, , , ,

INTERLOCAL PURCHASING

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes ☒

No ☐

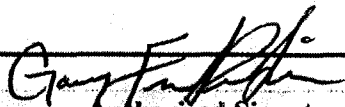
OTHER CONDITIONS

The undersigned agrees to the following:

- A. Agrees that the submittal is complete and all required information/forms were submitted.
- B. Agrees that the bid package was fully reviewed and fully understands the requirements.
- C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
- D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
- E. Will supply all required insurance, and execute contract within the time stated on the notice of award.
- F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

SUBMITTAL CERTIFICATION

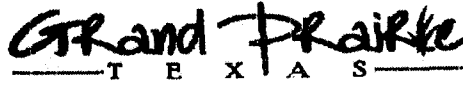
BY MY SIGNATURE I AFFIRM THAT I AM DULY AUTHORIZED TO EXECUTE THIS PROPOSAL AS AN OFFER TO CONTRACT AND IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED FIRM HAVING EXAMINED THE SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS A PROPOSAL FOR CONSIDERATION OF BEING SELECTED AS THE CITY'S PROVIDER FOR SAID SERVICES; AND AGREES TO ENTER INTO NEGOTIATIONS IF SELECTED AS A FINALIST FOR SAID SERVICES.


Authorized Signature

GM/SECRETARY
Title

GARY FRANKLIN
Print/Type Name

AUGUST 16, 2016
Date



**ADDENDUM #1
RFB # 16137
PAVEMENT LEVELING SERVICES**

August 15, 2016

1. Revised paragraphs 3.2.2 remove the following sentence in its entirety; price for traffic control will be included in your price per pound.

Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract.

2. Please see attached Revised Standard Terms; added paragraph 30 for Stormwater requirements.
3. Please see attached Q&A.

Angi Mize
Sr. Buyer
(972) 237-8262

G.F.
8/17/16

STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.
3. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
4. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
5. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. **TAX MUST NOT BE INCLUDED IN PRICING.** Tax exemption certificates will be executed by the City and furnished upon request.
6. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
7. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for Oct. 1 to Sept. 30. The City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
8. **ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.
9. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
10. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.

Standard Terms

Attachment E

11. **CONFLICT OF INTEREST:** The successful vendor hereby covenants and agrees that during the Contract period that vendor and any of vendor's associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by vendor pursuant to this Contract will be conducted by employees or associates of vendor. Vendor further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the City from having any financial interest, either direct or indirect, in any business transaction with the City. Any violation of this paragraph which occurred with the actual or constructive knowledge of vendor will render this contract voidable by the City.
12. **CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by vendor under this contract shall be kept confidential and may not be made available to any individual or organization by vendor without the prior written approval of the City except as may be required by law.
13. **WARRANTY, HOLD HARMLESS, AND INDEMNITY:** Vendor warrants that the commodities it delivers to the City shall be delivered in a good and workmanlike manner, and that any items delivered to the City under this contract will be fit for the particular purpose for which it was furnished. Vendor shall defend, indemnify, and hold the City whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of vendor's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of vendor or any representative, agent, employee, or servant of the City. If an item is covered by a manufacturer's warranty, it is the responsibility of the vendor to obtain the information for City and to get the manufacturer to honor the warranty.
14. **INSURANCE:** Prior to the commencement of work under this Contract, vendor shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that may be required pursuant to the specification.
15. **F.O.B.:** All shipping shall be F.O.B. delivered.
16. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

Standard Terms

Attachment E

17. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
18. **COOPERATIVE/INTERLOCAL PURCHASING:** If the Vendor checked yes on the submittal affirmation form to allow for Interlocal Purchasing the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.
19. **WAIVER OF ATTORNEYS FEES:** Vendor and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.
20. **PERFORMANCE OF WORK:** Vendor or vendor's associates and employees shall perform all the work called for in this Contract. Vendor hereby covenants and agrees that all of vendor's associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.
21. **OWNERSHIP OF DOCUMENTS:** VENDOR acknowledges that City owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. Vendor acknowledges that City shall have copyright privileges to those notes, reports, documents, processes and information. Vendor shall provide City a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at City expense upon written request.
22. **RIGHT OF REVIEW:** Vendor covenants and agrees that the City, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.
23. **PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.

Standard Terms

Attachment E

24. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to PO Box 534045, Grand Prairie, TX 75053. As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. DO NOT INCLUDE TAXES in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request.
25. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
26. **WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt without approval by the City.
27. **CHANGE ORDERS:** No Oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.
28. **ADDENDA:** Any interpretations, corrections, or changes to this solicitation will be made by the City of Grand Prairie through a written addendum.
29. **PRICE REDETERMINATION:** A price re-determination for the increase in cost for goods or services shall be considered by the City of Grand Prairie only at contract renewals. Requests for price re-determination shall be substantiated in writing and provided to the City no less than 30 days prior to contract renewal. The City reserves the right to negotiate with the vendor on any price re-determination requests and to reject any price re-determination requests that are deemed as not in the best interest of the City.

Insurance

Attachment F

INSURANCE and INDEMNITY

Insurance

The bidder, acting as an independent contractor, must provide the following insurance, which must be kept in force during the term of the contract. Performance under the contract will not start until this obligation has been met.

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability Premises Operations Products Operations Hazard Contractual Insurance	\$1,000,000 (Combined Single Limit)
4. Comprehensive Automobile Liability	\$1,000,000 (Combined Single Limit)

The successful contractor must provide insurance certificates satisfactory to the city of Grand Prairie within ten (10) working days after notification of award. Generally with a carrier authorized to do business in Texas and rated "A" or better in the current Best Key Rating Guide. Failure to supply such insurance shall be a breach of the contract. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.

Thirty (30) days prior written notice to the city of cancellation or material change endorsement shall be attached to all policies.

Insurance certificate to be submitted to: Purchasing Division, P.O. Box 534045, Grand Prairie, Texas 75053-4045. Bid number shall be included on certificate.

Indemnity

The successful contractor shall defend, indemnify and save harmless the city of Grand Prairie and all its officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the city of Grand Prairie and participating entities growing out of such injury or damages.



STATEMENT OF NO RESPONSE

RFB #16137
BID NAME

The City of Grand Prairie is very appreciative of the time and effort you expend in preparing and submitting qualifications to the city. If you are not submitting a response, please complete and return this form.

We, the undersigned, have declined to submit for the following reason(s):

- ☐ Specification too "tight", i.e. geared toward one firm only *(please explain reasons below)*
- ☐ Specification unclear. *(Please explain below)*
- ☐ Insufficient time to respond
- ☐ We do not offer the services(s) requested
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet requirements
- ☐ Job too large
- ☐ Job too small
- ☐ Cannot provide required insurance or bonding (if required)
- ☐ Do not wish to do business with the City of Grand Prairie. *(Please explain below)*
- ☐ Other *(Please explain below)*

REMARKS:

--

Company Name: Contact:

Phone: Email:

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of _____ Dollars (\$_____) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 2_____, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully contract agreed and covenanted by the Principal to be observed and performed and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 2_____.

PRINCIPAL_____
SURETY

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Name and address of the Resident Agent of Surety is: _____

PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the panel sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 2_____, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 2_____.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Name and address of the Resident Agent of Surety is: _____

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of _____ Dollars (\$_____), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 2_____, to _____ which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications and contracts, it is provided that the Contractor will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said Contractor on account of any breaking of such improvements, caused by the said Contractor on constructing the same, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said Contractor, and in case the said Contractor shall fail to repair, reconstruct or make said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said Contractor and its surety on this obligation, and said Contractor and surety shall be subject to the damages in said contract for each day's failure on the part of said Contractor to comply with the terms and provisions of said Contract and this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect;

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF, the said _____ as Contractor and Principal and the said _____, Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the _____ day of _____, 2_____.

PRINCIPAL

By: _____

Title: _____

Address: _____

SURETY

By: _____

Title: _____

Address: _____

Attorney-in-Fact

Question and Answers for Bid #16137 - PAVEMENT LEVELING SERVICE

Overall Bid Questions

There are no questions associated with this bid.

<b style="font-size: 1.2em;">CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/01/2016
PRODUCER HALEY CARTER STATE FARM 328 W MAIN ST., STE 1 AZLE, TX 76020		THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED NORTEX CONCRETE LIFT & STABILIZATION, INC. 201 NW 26TH ST FORT WORTH, TX 76164		
		INSURERS AFFORDING COVERAGE INSURER A: State Farm Mutual Auto Insurance Company 25178 INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	X	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	96 0737-A01-43	07/01/16	07/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Grand Prairie is listed as additional insured with waiver of subrogation

CERTIFICATE HOLDER
 City of Grand Prairie Purchasing Department
 PO Box 534045
 Grand Prairie, TX 75053-4045
CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

 AUTHORIZED REPRESENTATIVE
 JUDY BUTLER, SSA

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2016

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 BondTex Agency 147 W. Main St Azle TX 76020	CONTACT NAME: Rachelle Harris PHONE (A/C, No, Ext): (817) 747-2663 E-MAIL ADDRESS: rharris@bondtexagency.com FAX (A/C, No):														
INSURED Nortex Concrete Lift & Stabilization, Inc 201 NW.26th St Fort Worth TX 76164	<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: Admiral Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: American Home Assurance-AIG</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: Admiral Insurance Company		INSURER B: American Home Assurance-AIG		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:

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 SUBR	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY				CA000017138-05	11/09/2016	11/09/2017	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER								\$
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO							BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
A	☒ UMBRELLA LIAB				GX000000186-01	11/09/2016	11/09/2017	EACH OCCURRENCE	\$ 1,000,000
	☐ EXCESS LIAB	☐ OCCUR						AGGREGATE	\$ 1,000,000
	☐ DED ☐ RETENTION \$								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				9674583-13	12/07/2015	12/07/2016	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Grand Prairie Purchasing Division PO Box 534045 Grand Prairie, TX 75035	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Rachelle Harris</i>
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TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: August 7, 2017

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets for reduced school speed zones for the Lewisville Independent School District locations.

BACKGROUND INFORMATION: The Lewisville Independent School District (LISD) determined that they needed to change the start and end times of their schools. As a result of this change, the school zones associated with those schools also need to change. The following table indicates the new school hours and the proposed school zone times.

School Type	Hours	AM School Zone	PM School Zone
High School	8:20 AM – 3:35 PM	7:45 AM to 8:30 AM	3:15 PM to 4:15 PM
Middle School	9:00 AM – 4:15 PM	8:30 AM to 9:15 AM	4:00 PM to 4:45 PM
Elementary School	7:45 AM – 2:55 PM	7:15 AM to 8:00 AM	2:30 PM to 3:30 PM

The school zones that are combination of both Middle and Elementary Schools will cover both times without any breaks. The two exceptions to the list of school zones are the school zones on Duncan Lane and along Justin Road (FM 407). The Duncan Lane school zone is done in coordination with the City of Lewisville and runs in conjunction with their times. The school zone times for Duncan Lane are: 7:35 – 8:35 AM and 2:40 – 3:40 PM. The school zone on Justin Road (FM 407) is run by the Texas Department of Transportation (TxDOT). TxDOT has not indicated to staff if they intend to change the times of their school zone. If TxDOT determines they need to change the time on this school zone, an agenda item will be brought forward making those changes.

One location will be new for this upcoming school year. The Police Department has indicated to Public Works that they are staffing the midblock crossing along Foxborough Trail on the north side of Shadow Ridge Middle School located at the trail crossing. In order to make this school crossing as safe as possible and since it is being staffed by a crossing guard, this location is being added to the list of school zones. It will be a combination elementary and middle school crossing. Combination school zone crossings run from 7:15 – 9:15 AM and 2:30 – 4:45 PM.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Leave the locations as they currently exist.

FISCAL IMPACT: The cost of relocating the school zone signs will be covered by operations money.

LEGAL REVIEW: Jeremy Page of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Ordinance

RECOMMENDATION: Move to approve an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets for reduced school speed zones for the Lewisville Independent School District Locations.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" PROVIDING FOR THE MAXIMUM PRIMA FACIE SPEED LIMIT FOR CERTAIN STREETS AND PORTIONS OF CERTAIN STREETS WITHIN THE TOWN AT CERTAIN TIMES; PROVIDING A PENALTY NOT TO EXCEED \$200 FOR VIOLATIONS HEREOF; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code authorizes a municipality to establish prima facie maximum reasonable and prudent speeds for vehicles on streets and highways within its corporate boundaries; and,

WHEREAS, the Town Council recognizes that it is necessary to regulate traffic near schools to provide a reduced speed limit for a period of time that is of sufficient length to protect children going to and from school; and,

WHEREAS, the Town of Flower Mound has conducted an engineering and traffic investigation and study to determine a prima facie maximum speed limit which is reasonable and safe during certain times on the portions of certain roadways that are the subject of this ordinance; and,

WHEREAS, the Town Council hereby finds and determines based upon said engineering and traffic investigation and study that the existing speed limit times or distances on portions of streets associated with the Lewisville Independent School District are unreasonable and unsafe and the Town Council hereby declares that the speed limit times in those areas should be changed as set forth in this Ordinance; and,

WHEREAS, the Town Council hereby finds and determines upon the engineering and traffic investigation and study that the existing speed limits on portions of Foxborough Trail are unreasonable and unsafe and the Town Council hereby declares that the speed limits in those areas should be changed as set forth in this Ordinance; and

WHEREAS, the Town Council finds that an amendment to the speed limit times on portions of streets associated with the Lewisville Independent School District as set out herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public; and,

WHEREAS, the Town Council finds that an amendment to the speed limits on Foxborough Trail as set out herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public;

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

SECTION 1

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

SECTION 2

That Chapter 66, "Traffic and Vehicles," Article V, "Speed Limits," Section 66-214 "Enumeration for Specific Streets" of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by changing the time for the locations listed below and adding a portion of Foxborough Trail to establish the following maximum prima facie speed limit on the following streets in alphabetical order, leaving all other designation of speed limits in Section 66-214 unchanged:

Location	Speed (mph)
Aberdeen Drive from its intersection with Spinks Road to its intersection with Lake Forest Boulevard from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	30
Amhearst Lane from Forest Vista Drive to approximately 150 feet northwest of Warwick Avenue from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	30
Amhearst Lane from approximately 70 feet west of Remmington Drive to approximately 40 feet east of Bennington Avenue from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	30
Beacon Street from approximately 200 feet west of Bridlewood Boulevard to approximately 200 feet east of Bridlewood Boulevard from 8:30 a.m. to 9:15 a.m. and 4:00 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	30
Belstrum Drive from Bridlewood Boulevard to approximately 200 feet east of Bridlewood Boulevard from 8:30 a.m. to 9:15 a.m. and 4:00 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	30
Bridlewood Boulevard from Waketon Road to approximately 145 feet south of Beacon Street from 8:30 a.m. to 9:15 a.m. and 4:00 p.m. to 4:45 p.m. while school is in session.	20
Bridlewood Boulevard from approximately 460 feet north of West Windsor Drive to approximately 30 feet north of Mustang Drive from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	35

ORDINANCE NO.**PAGE 3**

Bruton Orand Boulevard from approximately 100 feet northwest of Brittany Drive/Sterling Parkway to approximately 270 feet south of Kenwood Drive from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	40
Bruton Orand Boulevard from approximately 310 feet north of Flower Mound Road to Flower Mound Road from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	40
Churchill Drive from approximately 200 feet south of Oxford Lane to Windsor Drive from 7:15 a.m. to 8:00 a.m. and from 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	30
College Parkway from approximately 200 feet west of Morriss Road to Morriss Road from 7:45 a.m. to 9:00 a.m. and 3:45 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	30
College Parkway from Morriss Road to approximately 200 feet east of Morriss Road from 8:30 a.m. to 9:15 a.m. and 4:00 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	35
College Parkway from approximately 200 feet west of Timber Creek Road to approximately 200 feet east of Timber Creek Road from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	35
College Parkway from approximately 345 feet east of Cambridge Drive to approximately 180 feet west of Lansdale Drive/Prescott Drive from 8:30 a.m. to 9:15 a.m. and 4:00 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	35
Dixon Lane from Morriss Road to approximately 75 feet west of Ridgemont Drive from 7:45 a.m. to 8:30 a.m. and 3:15 p.m. to 4:15 p.m. while school is in session.	20
All other times it shall be:	40
Eaton Street from approximately 130 feet west of Timber Creek Road to Timber Creek Road from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	30
Firewheel Drive from approximately 190 feet west of Shadow Wood Lane to approximately 250 feet east of Shadow Wood Lane from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	35
Firewheel Drive from approximately 200 feet southwest of Garden Road to approximately 270 feet northeast of Garden Road from 8:30 a.m. to 9:15 a.m. and 4:00 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	35
Flower Mound Road from approximately 250 feet west of Bruton Orand	20

ORDINANCE NO.**PAGE 4**

Boulevard/Simmons Road to approximately 215 feet east of Bruton Orand Boulevard/Simmons Road from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	
All other times it shall be:	40
Flower Mound Road from 700 feet west of Old Settlers Road to 335 feet west of Stanford Drive from 7:15 a.m. to 9:15 a.m. and from 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	40
Forest Vista Drive from approximately 540 feet east of Thrush Road to approximately 75 feet east of Brookwood Drive from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	35
Forest Vista Drive from approximately 200 feet west of Amhearst Lane to approximately 125 feet east of Lake Forest Boulevard from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	35
Forest Vista Drive from approximately 325 feet west of Morriss Road to approximately 200 feet east of Morriss Road from 8:30 a.m. to 9:15 a.m. and 4:00 p.m. and 4:45 p.m. while school is in session.	20
All other times it shall be:	35
Foxborough Trail from approximately 440 feet west of Roundrock Way to approximately 210 feet east of Meandering Creek Path from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	25
Garden Ridge Boulevard from approximately 200 feet north of St. Gallen Lane to approximately 200 feet south of St. Gallen Lane from 7:00 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	40
Garden Ridge Road from approximately 60 feet south of Newport Drive to approximately 35 feet north of Saddleback Lane from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	35
Garden Road from Firewheel Drive to approximately 225 feet southeast of Garden Road from 8:30 a.m. to 9:15 a.m. and 4:00 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	30
Garden Road from approximately 50 feet south of Springwood Road to Morriss Road from 8:30 a.m. to 9:15 a.m. and 4:00 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	30
Jennifer Drive from Quail Run Road to approximately 250 feet south of Quail Run Road from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20

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All other times it shall be:	25
Kenwood Drive from Bruton Orand Boulevard to approximately 60 feet northeast of Kimberly Drive from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	30
Kingston Lane from Timber Creek Road to approximately 125 feet east of Timber Creek Road from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be	25
Kirkpatrick Lane from approximately 920 feet west of Timber Creek Road to approximately 480 feet east of Timber Creek Road from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	40
Kirkpatrick Lane from Morriss Road to approximately 300 feet east of Morriss Road from 7:45 a.m. to 8:30 a.m. and 3:15 p.m. to 4:15 p.m. while school is in session.	20
All other times it shall be:	40
Kirkpatrick Lane from Garden Ridge Boulevard to approximately 900 feet west of Wager Road from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	
All other times it shall be:	30
Lake Forest Boulevard from Forest Vista Drive to approximately 200 feet south of Forest Vista Drive from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	30
Lake Forest Boulevard from approximately 200 feet north of Amhearst Lane to approximately 200 feet south of Amhearst Lane from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	
All other times it shall be:	30
Lakeshore Drive from approximately 165 feet north of Forest Vista Drive to approximately 100 feet north of Turtle Cove from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	30
Leanne Drive from Quail Run Road to approximately 225 feet south of Quail Run Road from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	30
Matterhorn Lane from Winding Oaks Drive to approximately 240 north of Winding Oaks Drive from 7:15 a.m. to 9:00 am and 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	25
McKamy Creek Road from approximately 275 feet east of Kipling Drive to approximately 30 feet east of Columbia Drive from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	40

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Moorefield Drive from Morriss Road to approximately 75 feet west of Morriss Road from 8:30 a.m. to 9:15 a.m. and 3:45 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	30
Morningstar Drive from Remington Park Drive to approximately 100 feet southwest of Remington Park Drive from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session	20
All other times it shall be:	25
Morriss Road from 140 feet south of Waketon Road to approximately 200 feet north of Dixon Lane/Valley Ridge Boulevard from 7:45 a.m. to 8:30 a.m. and 3:15 p.m. to 4:15 p.m. while school is in session.	20
All other times it shall be:	40
Morriss Road from Woodview Drive to Morriss Court from 8:30 a.m. to 9:15 a.m. and 4:00 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	40
Morriss Road from approximately 200 feet north of Garden Road to approximately 210 feet south of Moorefield Drive from 8:30 a.m. to 9:15 a.m. and 3:45 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	40
Morriss Road from approximately 235 feet north of Forest Vista Drive to approximately 700 feet south of Forest Vista Drive from 8:30 a.m. to 9:15 a.m. and 3:45 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	40
Old Settlers Road from approximately 600 feet north of Peters Colony Road to approximately 80 feet south of Walnut Grove Place from 7:45 a.m. to 8:30 a.m. and 3:15 p.m. to 4:15 p.m. while school is in session.	20
All other times it shall be:	40
Old Settlers Road from Fieldcrest, northward to Karnes Road.	40
Old Settlers Road from approximately 200 feet north of Flower Mound Road to 1,375 feet south of Flower Mound Road from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	40
Old Settlers Road from McKamy Creek Road to approximately 200 feet north of McKamy Creek Road from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	35
Paisley Drive from 200 feet west of Garden Ridge Road to Garden Ridge Road from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	25
Peters Colony Road from approximately 110 feet east of Kolenby Drive to approximately 530 feet east of Old Settlers Road from 7:45 a.m. to 8:30 a.m. and 3:15 p.m. to 4:15	20

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p.m. while school is in session.	
All other times it shall be:	30
Quail Run Road from approximately 260 feet east of Flower Mound Road to approximately 35 feet west of Andrea Drive from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	30
Remington Park Drive from approximately 20 feet east of Indale Way to approximately 30 feet southeast of Morningstar Drive from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	25
Sagebrush Drive from Old Settlers Road to approximately 475 feet east of Old Settlers Road from 7:45 a.m. to 8:30 a.m. and 3:15 p.m. to 4:15 p.m. while school is in session.	20
All other times it shall be:	30
Shadow Wood Lane from Firewheel Drive to approximately 70 feet north of Firewheel Drive from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	30
Simmons Road from Flower Mound Road to approximately 380 feet south of Flower Mound Road from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	40
Spinks Road from approximately 330 feet west of Aberdeen Drive to approximately 45 feet east of Tanglewood Lane from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
All other times it shall be:	35
Spring Meadow Lane from Timber Creek Road to approximately 200 feet south of Timber Creek Drive from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	30
St. Gallen Lane from Garden Ridge Boulevard to Wager Road from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	30
Sterling Parkway from Bruton Orand Boulevard to approximately 400 feet east of Dwyer Lane from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	25
Timber Creek Road from approximately 200 feet south of Colony Street to approximately 585 feet northeast of Kirkpatrick Lane from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
All other times it shall be:	30
Timber Creek Road from approximately 150 feet south of Glen Hollow Lane to Valley Ridge Boulevard from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is	20

ORDINANCE NO.

	in session.	
	All other times it shall be:	30
	Timber Creek Road from approximately 200 feet north of Eaton Street to approximately 200 feet east of Spring Meadow Lane from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
	All other times it shall be:	30
	Timber Creek Road, except:	
(a)	From 200 feet northeast of Kings Drive to approximately 535 feet southwest of Lori Court from 8:30 a.m. to 9:15 a.m. and 4:00 p.m. to 4:45 p.m. while school is in session.	20
(b)	From 190 feet southwest of College Parkway to approximately 200 feet northeast of College Parkway from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
	Valley Ridge Boulevard from Morriss Road to approximately 210 feet east of Morriss Road from 7:45 a.m. to 8:30 a.m. and 3:15 p.m. to 4:15 p.m. while school is in session.	20
	All other times it shall be:	40
	Valley Ridge Boulevard from Morriss Road to approximately 410 feet east of Timber Creek Road from 7:15 a.m. to 9:15 a.m. and 2:30 p.m. to 4:45 p.m. while school is in session.	20
	All other times it shall be:	40
	Wager Road from Kirkpatrick Lane to approximately 400 feet south of St. Gallen Lane from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
	All other times it shall be:	30
	Waketon Road from the west town limits to approximately 365 feet east of Bridlewood Boulevard from 8:30 a.m. to 9:15 a.m. and 3:45 p.m. to 4:45 p.m. while school is in session.	20
	All other times it shall be:	30
	Waketon Road from Chinn Chapel Road to Morriss Road	40
	Waketon Road from Morriss Road to approximately 30 feet east of Pebblebrook Lane from 7:45 a.m. to 8:30 a.m. and 3:15 p.m. to 4:15 p.m. while school is in session.	20
	All other times it shall be:	40
	West Windsor Drive from Bridlewood Boulevard to approximately 235 feet east of Bridlewood Boulevard from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	20
	All other times it shall be:	30
	Winding Oaks Drive from approximately 210 northwest of Matterhorn Lane to approximately 160 feet southeast of Matterhorn Lane from 7:15 a.m. to 9:15 am and 2:30 p.m. to 4:45 p.m. while school is in session.	20
	All other times it shall be:	25
	Windsor Drive from approximately 120 feet northwest of Avon Court to approximately	

ORDINANCE NO.

245 feet east of Churchill Drive from 7:15 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m. while school is in session.	
All other times it shall be:	30

SECTION 3

The speed limits set forth in Section 2 above, are effective when the Town Manager, or his designee, erects signs giving notice of the new speed limits and times. The Town Manager is directed to take such action necessary to ensure that such new speed limit signs are erected and installed.

SECTION 4

Any person, firm or corporation violating any term or provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed \$200.

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 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 shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 7

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

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

ORDINANCE NO.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 7TH DAY OF
AUGUST, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: August 7, 2017

FROM: Debra Wallace, Deputy Town Manager/CFO

ITEM: Consider approval of issuing a purchase order for repairs to Town vehicles that have external body and/or hail damage from the March and April 2017 storms, in the amount of \$290,407.26.

BACKGROUND INFORMATION: This item was originally on the July 17, 2017 meeting. Town Council asked for additional information. After the March and April 2017 storms, staff identified a total of 95 units with hail or body damage, which were then submitted as an insurance claim to Texas Municipal League Intergovernmental Risk Pool (TMLIRP). Fleet Services solicited bids from (3) vendors who came on site June 12-14, 2017. Low bidder is Magic Touch Up. The insurance claim reimbursement check was received and deposited. Units with conventional damage will be taken to the vendor's body shop for repairs; and the units with PDR (paint, dent, repairs) damage will be repaired on site at the Fleet Service Center. The purchase order is for 85 of the 95 vehicles. 10 vehicles are not being repaired for various reasons.

FISCAL IMPACT: The Town received an insurance check, net of deductible, in the amount of \$418,238.65 for the estimated damages. Cost to repair 85 of the 95 vehicles is \$290,407.26. This amount is lower than the insurance reimbursement due to a volume discount. The difference of \$127,831.39 in savings will go into the VERF (Vehicle Equipment Replacement Fund) fund balance. While the Town is not incurring any expense (rather a surplus), the purchase order in the amount of \$290,407.26 must be approved by Town Council.

Proposed Expenditure/(Revenue):	Account Number(s):
(\$418,238.65)	100-1117 Insurance reimbursement
<u>\$290,407.26</u>	100-1117 Purchase order
(\$127,831.39)	Fund Balance

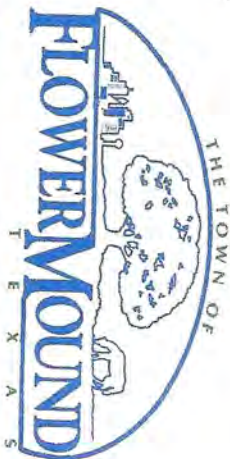
Finance Review by: Debra Wallace, Deputy Town Manager/CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Magic Touch Up Bid
2. Bid Award Recommendation
3. Detailed vehicle spreadsheet

DRAFT MOTION: Move to approve issuing a purchase order for repairs to Town vehicles that have external body and/or hail damage from the March and April 2017 storms, in the amount of \$290,407.26.



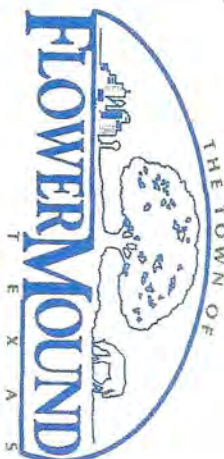
Town of Flower Mound
Hail Damage Repair Bid
 June 12-14, 2017 8:00 AM

Attachment 1

Vendor Name: Magic Touch Hail Strategies
 Contact Name: Shawn Mueller
 Contact Phone #: 314-518-1455

Unit #	Description	VIN	Mon 06/12/17	Tue 06/13/17	Wed 06/14/17	Vendor Notes
21000-01	2006 Ford F150	1FTRX12W06KKB90745	3749.60			
21000-03	2007 Ford F150	1FTRX12W07FB33155	3423.65			
21000-04	2012 Ford F150	1FTFX1CF6CKD83222	3243.60			
21000-06	2014 Ford F150	1FTFX1CF5EK608734	3930.85			
4200-08	2009 Chevrolet Silverado	1GCEC19029E153906	3644.03			
5220-10	2008 Jeep Wrangler	1J4FZ24198LS89570	1558.10			
5600-02	2003 Ford Crown Vic	2FABP71W43X186882	4256.75			
59200-03	2015 Ford F250	1FT7X2B65FED18568	3727.60			
5920-11	2011 Ford Econoline E250	1FTNE2EW6BDA70520	3292.06			
5920-12	2011 Ford Econoline E250	1FTNE2EWXBD70519	5271.13			
5920-13	2012 Chevrolet CG23405 Van	1GCMGFC44C1156764	4308.10			
65000-03	2013 Ford F150	1FTFX1CF6DKD61531	1345.05			
65000-04	2016 Chevrolet Tahoe	1GNSKFKC2GR348425	1923.50			
93000-01	2010 Ford F150	1FTEX1CWVAKA48277	3748.83			
95100-04	2015 Ford F450	1FDUF4GYGEA39246	1041.12			
96050-05	2000 Ford Taurus SE	1FAFP5329YA255984	2621.03			
96050-10	2001 Ford F150	1FTRF17W61NA34518	1941.87			
96050-14	2014 Ford Fusion	3FA6P0LU5ER114187	4841.18			

58502.49

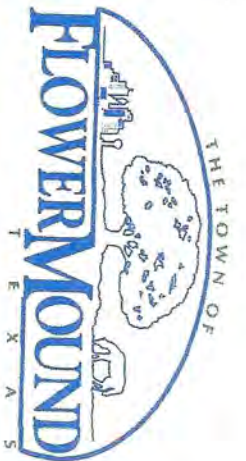


Town of Flower Mound
Hail Damage Repair Bid
June 12-14, 2017 8:00 AM

Vendor Name: Magic Touch / Hail Strategies
 Contact Name: Shawn Mueller
 Contact Phone #: 314-518-1455

Unit #	Description	VIN	Mon 06/12/17	Tue 06/13/17	Wed 06/14/17	Vendor Notes
21000-02	2006 Ford F150	1FTRX12W6KRB90736	3365.99			
2100-10	2005 Ford F150	1FTRF12W5NAA47625	2555.50			
2100-11	2010 Ford F150	1FTMF1CW7AKA16580	1609.56			
4200-07	2009 Chevrolet Silverado	1GCEC19039E153736	2786.77			
52200-01	2014 Ford F150	1GCEC19039E153736	2661.89			
52200-02	2014 Ford F150	1FTNF1CF7EKE45468	2669.58			
59200-01	2014 Chevrolet CG23405 Van	1GCMGFCAS5E1169428	3744.57			
59200-02	2014 Chevrolet CG23405 Van	1GCMGFCAS5E1201262	3510.84			
5920-10	2008 Chevrolet Express Van	1GCF6154381231570	4141.71			
6300-25	2009 Chevrolet Tahoe	1GNEC03069R202267	3259.06			
6300-29	2008 Pierce 105HD/ArrowXT	4P1CA01H29A009652	1000.00			
65000-05	2010 Chevrolet Tahoe	1GNMCAE00AR216698	3521.51			
90000-01	2014 Ford F150	1FTFX1CF0EKE58242	3321.55			
9242-07	2011 Ford F250	1FT7X2A61BEC36879	267.46			
95100-05	2016 Ford F150	1FTFW1CF9GKD96664	1234.16			
96010-11	2010 Ford F150	1FTVX1CV3AKE30044	2910.91			
96050-06	2000 Ford F150	1FTZF1722YNC23934	1832.26			
96050-09	2007 Ford F150	1FTVX12567KD31745	3411.21			

45,588.47

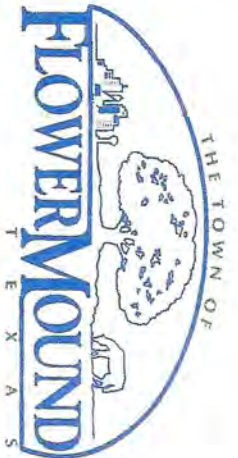


Town of Flower Mound
Hail Damage Repair Bid
 June 12-14, 2017 8:00 AM

Vendor Name: Magic Touch / Hail Structures
 Contact Name: Shawn Mueller
 Contact Phone #: 314-518-1455

Unit #	Description	VIN	Mon 06/12/17	Tue 06/13/17	Wed 06/14/17	Vendor Notes
21000-05	2010 Ford F150	1FTVX1CV6AKB36508	33223.46			
2100-07	2007 Ford F150	1FTPF12V37MA59634	2180.93			
2100-12	2010 Ford F150	1FTNF1CV7AKE34925	1783.14			
4200-09	2009 Chevrolet Silverado	1GCEC19059E154077	3939.41			
5220-11	2008 Jeep Wrangler	1J4FZ24168L560401	1637.95			
5220-12	2008 Jeep Wrangler	1J4FZ24128L570035	1382.41			
59200-04	2016 Ford Transit 250 Van	1FTYR1VM6GKB54216	4925.32			
5920-07	2007 Ford F150	1FTPF12V97KC72346	2119.64			
5920-08	2007 Ford Econoline E150	1FTNE14W97DA87007	3132.25			
5920-09	2008 Pace American Trailer	47ZFB12118X058335	Ø			
63000-05	2017 Pierce Wildland Pumper	3HAWESTR2HL722498	2584.00			Needs to be replaced
6300-13	2004 Pierce Contender	1HTWGADT94J090090	5649.00			
92420-02	2015 Ford F350	1FT8X3A68FEB63848	492.23			
93100-01	2012 Ford F150	1FTFX1CFACKD83221	3399.38			
96050-07	2003 Ford F250	3FTNX21L13MB28562	2262.19			
96050-12	2010 Ford F150	1FTVX1CV5AKD30045	2874.53			
96050-13	2011 Ford F150	1FTNF1CFXBKD38541	2530.63			

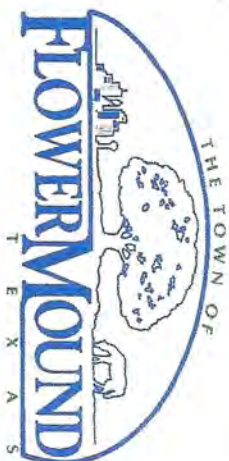
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Town of Flower Mound
Hail Damage Repair Bid
June 12-14, 2017 8:00 AM

Vendor Name: Magic Touch / Hail Strategies
 Contact Name: Shawn Meller
 Contact Phone #: 214-518-1455

Unit #	Description	VIN	Mon 06/12/17	Tue 06/13/17	Wed 06/14/17	Vendor Notes
43500-05	2013 Dodge Charger	2C3CDXAG3DH690077	7594.58			
43500-06	2013 Dodge Charger	2C3CDXAG5DH690078	7878.82			
43500-07	2013 Dodge Charger	2C3CDXAG7DH690079	3377.56			
43500-08	2013 Dodge Charger	2C3CDXAT3DH690080	5581.65			
43500-09	2013 Chevrolet Impala	2G1WF5E36D1265596	4032.65			
43500-11	2014 Chevrolet Tahoe	1GNLC2E05ER193166	4865.77			
43500-12	2014 Chevrolet Tahoe	1GNLC2E04ER162135	4714.27			
43500-14	2014 Chevrolet Tahoe	1GNLC2E01ER193407	4687.71			
43500-15	2014 Chevrolet Tahoe	1GNLC2E08ER193680	4714.27			
43500-16	2014 Chevrolet Tahoe	1GNLC2E07ER193024	4452.16			
43500-17	2014 Chevrolet Tahoe	1GNLC2E01ER193567	4714.27			
43500-18	2014 Chevrolet Tahoe	1GNLC2E01ER193682	1914.58			
43500-19	2014 Chevrolet Tahoe	1GNLC2E07ER193301	4714.27			
43500-20	2014 Chevrolet Tahoe	1GNLC2E00ER193446	1836.06			
43500-21	2014 Chevrolet Tahoe	1GNLC2E01ER194301	4714.27			
43500-22	2014 Chevrolet Tahoe	1GNLC2E01ER194931	4714.27			
43500-23	2014 Chevrolet Tahoe	1GNLC2E08ER193436	4714.27			
43500-24	2015 Chevrolet Tahoe	1GNLC2EC2FR649524	6218.39			
43500-25	2015 Ford Taurus	1FAHP2MK7FG159853	5636.60			
43500-26	2015 Ford Taurus	1FAHP2MK9FG159854	3513.74			
43500-27	2015 Ford Taurus	1FAHP2MK0FG159855	5636.60			
43500-28	2015 Ford Taurus	1FAHP2D84FG170250	965.59			
43500-29	2007 Chevrolet C4500 Ambulance	1GBE4V1247414918	1462.00			
43500-34	2016 Ford Taurus	1FAHP2MK6GG119751	5636.00			
43500-35	2016 Ford Taurus	1FAHP2MK8GG119752	5636.00			
43500-36	2015 Ford Mustang	1FA6P8THX5399636	5808.39			
43500-37	2016 Ford E450 Cutaway	1FDXE4F59GDC54787	456.00	1156.00		
43500-38	2016 Chevrolet Tahoe	1GNLCDEC2GR418362	4714.27			
43500-39	2016 Chevrolet Tahoe	1GNLCDEC5GR423166	4714.27			
4350-120	2008 Dodge Magnum XE	2D4FV47T88H261812	5581.65			
4350-121	2008 Dodge Magnum XE	2D4FV47T88H261813	5581.65			
4350-122	2008 Chrysler Sebring LX	1C3LC46R08N251976	1677.25			
4350-124	2008 Chevrolet Uplander	1GNDV23W98D183781	5627.20			



Town of Flower Mound
Hail Damage Repair Bid
 June 12-14, 2017 8:00 AM

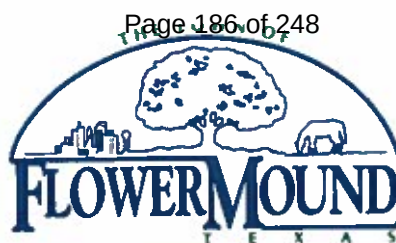
Vendor Name: Magic Touch / Hail Strategies
 Contact Name: Shawn Mueller
 Contact Phone #: 314-518-1455

Unit #	Description	VIN	Mon 06/12/17	Tue 06/13/17	Wed 06/14/17	Vendor Notes
4350-129	2008 Dodge Charger LXDH48	2B3KA43G38H279636	3356.82			
4350-134	2009 Dodge Charger LXDH48	2B3KA43D99H506366	5581.65			
4350-145	2010 Ford Fusion	3FAHP0HGOAR114779	606.39			
4350-147	2009 Ford F250	1FTNF20599EA90714	1634.72			
4350-171	2012 Chevrolet Tahoe	1GNLC2EOXCR191085	4714.27			
4350-183	2012 Dodge Charger	2C3CDXAG5CH240140	383.04			

GRAND TOTAL: \$0.00 = 314960.09

* PLEASE EMAIL COMPLETED BID SHEETS TO FLEET@FLOWER-MOUND.COM NO LATER THAN MONDAY, JUNE 19th*

167252.69



Bid Award Recommendation

Quote: 6-12/13/14-2017

Date: 06-27-2017

Description: **2017 Hail Storm Damage to TOFM Fleet, (85 total units)**

Replaces/Trade-in/New: N/A

Bidder #1: Magic Touch Paint & Body

Brodie 214-222-3466

bid: PDR (Paintless Dent Repair) and conventional body damage repair

Total Bid: \$290,407.00

Bidder #2: Farmers PDR

Ken Farmer 325-829-3365

Bid: PDR (Paintless Dent Repair) and conventional body damage repair

Total Bid: \$316,700.00

Bidder #3: DFW Dent Guys

John Trice 817-874-3424

Bid: PDR (Paintless Dent repair) and conventional body damage repair

Total Bid: \$321,108.00

All PDR work will be performed at the TOFM Fleet Services Facility. Proof of liability insurance will be required prior to any vendor employees being able to work on TOFM property. All conventional repairs will be performed at vendor's facility.

It is Fleet Services recommendation to award the bid to **Magic Touch Paint & Body** as the lowest responsible bidder in the amount of \$ **290,407.00**.

H. Deats Stewart
Fleet Services Manager

06-27-2017
Date

The amount the insurance company paid/estimated for the damage	The amount to repair the damage based on volume discount	PDR = Paint, Dent, Repair Conventional = severe damage/more costly	Average (per class type) value of vehicle at disposal
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Unit #	Description	Current Mileage	Insurance Estimate	Magic Touch Up	Type of Repair	Estimated Disposal \$ (Avg. per Class Type)	Units Not Repaired (Reason)
Building & Inspections							
2100-07	2007 Ford F150	97,570	\$3,942.65	\$2,180.93	PDR	\$3,620.00	
2100-10	2005 Ford F150	68,388	\$3,553.84	\$2,555.50	PDR	\$3,620.00	
2100-11	2010 Ford F150	80,363	\$3,901.14	\$1,609.56	PDR	\$4,022.74	
2100-12	2010 Ford F150	25,594	\$3,654.14	\$1,783.14	PDR	\$4,022.74	
21000-01	2006 Ford F150	105,786	\$5,236.87	\$3,799.60	PDR	\$3,620.00	
21000-02	2006 Ford F150	93,673	\$4,629.69	\$3,365.99	PDR	\$3,620.00	
21000-03	2007 Ford F150	87,297	\$4,625.15	\$3,923.65	PDR	\$3,620.00	
21000-04	2012 Ford F150	36,227	\$3,658.37	\$3,326.60	PDR	\$4,022.74	
21000-05	2010 Ford F150	81,902	\$3,614.20	\$3,323.46	PDR	\$4,022.74	
21000-06	2014 Ford F150	23,871	\$5,508.79	\$3,930.85	PDR	\$4,022.74	
	TOTAL:		\$42,324.84	\$29,799.28		\$38,213.69	
Animal Services							
4200-06	2006 Ford F250	120,394	\$5,165.49	\$0.00	PDR	\$6,055.22	No Bid-Unit Replaced
4200-07	2009 Chevrolet Silverado	108,752	\$4,884.20	\$2,780.77	PDR	\$4,022.74	
4200-08	2009 Chevrolet Silverado	95,788	\$6,250.75	\$3,646.03	Conventional	\$4,022.74	
4200-09	2009 Chevrolet Silverado	87,730	\$4,634.60	\$3,939.41	PDR	\$4,022.74	
	TOTAL:		\$20,935.04	\$10,366.21		\$18,123.44	
Police Services							
43500-05	2013 Dodge Charger	100,152	\$8,834.10	\$7,594.58	PDR	\$6,996.38	Replacement on Order
43500-06	2013 Dodge Charger	91,084	\$7,675.40	\$7,878.82	Conventional	\$6,996.38	
43500-07	2013 Dodge Charger	91,247	\$2,381.40	\$3,377.56	PDR	\$6,996.38	
43500-09	2013 Chevrolet Impala	37,723	\$5,060.55	\$4,032.65	PDR	\$6,996.38	
43500-14	2014 Chevrolet Tahoe	47,034	\$6,169.20	\$4,687.71	PDR	\$5,160.45	
43500-15	2014 Chevrolet Tahoe	58,588	\$5,614.00	\$4,714.27	PDR	\$5,160.45	
43500-16	2014 Chevrolet Tahoe	38,410	\$7,113.87	\$4,452.16	Conventional	\$5,160.45	
43500-17	2014 Chevrolet Tahoe	31,025	\$5,839.00	\$4,714.27	PDR	\$5,160.45	
43500-18	2014 Chevrolet Tahoe	29,868	\$3,581.40	\$1,914.58	PDR	\$5,160.45	
43500-19	2014 Chevrolet Tahoe	17,751	\$5,308.00	\$4,714.27	PDR	\$5,160.45	
43500-20	2014 Chevrolet Tahoe	18,539	\$2,103.60	\$1,836.00	PDR	\$5,160.45	
43500-21	2014 Chevrolet Tahoe	10,662	\$5,512.75	\$4,714.27	PDR	\$5,160.45	
43500-22	2014 Chevrolet Tahoe	7,284	\$5,418.00	\$4,714.27	PDR	\$5,160.45	
43500-23	2014 Chevrolet Tahoe	14,714	\$5,803.90	\$4,714.27	PDR	\$5,160.45	
43500-25	2015 Ford Taurus	12,375	\$8,094.80	\$5,636.00	PDR	\$6,996.38	
43500-26	2015 Ford Taurus	15,645	\$5,420.10	\$3,513.74	PDR	\$6,996.38	
43500-27	2015 Ford Taurus	20,761	\$8,811.47	\$5,636.00	PDR	\$6,996.38	
43500-28	2015 Ford Taurus	20,922	\$3,026.50	\$985.59	PDR	\$6,996.38	
43500-29	2007 Chevrolet C4500 Amb	87,832	\$2,249.60	\$1,462.00	PDR	\$14,420.00	
43500-34	2016 Ford Taurus	6,302	\$7,753.30	\$5,636.00	PDR	\$6,996.38	
43500-35	2016 Ford Taurus	6,724	\$8,233.60	\$5,636.00	PDR	\$6,996.38	
43500-36	2015 Ford Mustang	13,921	\$10,875.94	\$5,808.39	PDR	\$3,938.22	
43500-37	2016 Ford E450 Cutaway	1,181	\$4,621.60	\$1,156.00	PDR	N/A	
43500-38	2016 Chevrolet Tahoe	3,389	\$6,344.60	\$4,714.27	PDR	\$5,160.45	
43500-39	2016 Chevrolet Tahoe	9,716	\$6,488.30	\$4,714.27	PDR	\$5,160.45	
4350-117	2003 Dodge 3500 Dually	107,394	\$3,314.20	\$0.00	PDR	\$7,021.72	No Bid-Unit Replaced
4350-120	2008 Dodge Magnum XE	34,702	\$4,284.35	\$5,581.65	PDR	\$6,252.47	
4350-121	2008 Dodge Magnum XE	73,323	\$4,201.95	\$5,581.65	PDR	\$6,252.47	
4350-122	2008 Chrysler Sebring LX	72,985	\$3,488.10	\$1,077.25	PDR	\$6,996.38	
4350-124	2008 Chevrolet Uplander	57,512	\$4,028.60	\$5,027.20	PDR	\$2,935.50	
4350-129	2008 Dodge Charger LXDH48	84,051	\$5,317.50	\$3,356.82	PDR	\$6,996.38	Replacement on Order
4350-134	2009 Dodge Charger LXDH48	83,353	\$4,835.55	\$5,581.65	PDR	\$6,996.38	
4350-145	2010 Ford Fusion	76,658	\$3,515.20	\$606.39	PDR	\$6,996.38	
4350-147	2009 Ford F250	35,092	\$4,117.03	\$1,634.72	PDR	\$6,055.22	
4350-171	2012 Chevrolet Tahoe	112,692	\$5,433.00	\$4,714.27	PDR	\$4,300.38	Replacement on Order
	TOTAL:		\$190,870.46	\$142,119.54		\$211,050.79	

The amount the insurance company paid/estimated for the damage	The amount to repair the damage based on volume discount	PDR = Paint, Dent, Repair Conventional = severe damage/more costly	Average (per class type) value of vehicle at disposal
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Unit #	Description	Current Mileage	Insurance Estimate	Magic Touch Up	Type of Repair	Estimated Disposal \$ (Avg. per Class Type)	Units Not Repaired (Reason)
4350-183	2012 Dodge Charger	97,118	\$4,741.80	\$3,813.04	PDR	\$6,996.38	Replacement on Order
43500-08	2013 Dodge Charger	86,836	\$7,492.65	\$5,581.65	PDR	\$6,996.38	
43500-11	2014 Chevrolet Tahoe	43,659	\$5,314.00	\$4,805.77	PDR	\$5,160.45	
43500-12	2014 Chevrolet Tahoe	45,665	\$0.00	\$4,714.27	PDR	\$5,160.45	
43500-24	2015 Chevrolet Tahoe	4,399	<u>\$7,315.76</u>	<u>\$6,218.39</u>	PDR	<u>\$5,160.45</u>	
	TOTAL:		\$24,864.21	\$25,133.12		\$29,474.12	
Meter Services							
52200-01	2014 Ford F150	45,624	\$3,090.80	\$2,061.89	PDR	\$4,022.74	
52200-02	2014 Ford F150	37,880	\$2,979.20	\$2,069.58	PDR	\$4,022.74	
5220-10	2008 Jeep Wrangler	59,039	\$1,233.60	\$1,558.10	Conventional	\$3,347.50	
5220-11	2008 Jeep Wrangler	65,921	\$2,598.20	\$1,637.95	Conventional	\$3,347.50	
5220-12	2008 Jeep Wrangler	81,225	<u>\$2,753.40</u>	<u>\$1,382.41</u>	Conventional	<u>\$3,347.50</u>	
	TOTAL:		\$12,655.20	\$8,709.93		\$18,087.98	
Municipal Court							
5600-02	2003 Ford Crown Vic	129,703	<u>\$2,324.43</u>	<u>\$4,256.75</u>	PDR	<u>\$6,252.47</u>	
	TOTAL:		\$2,324.43	\$4,256.75		\$6,252.47	
Facilities Management							
5920-07	2007 Ford F150	86,452	\$4,367.65	\$2,119.64	PDR	\$3,620.00	Replacement on Order
5920-08	2007 Ford Econoline E150	139,916	\$4,701.64	\$3,132.25	PDR	\$3,656.50	
5920-09	2008 Pace American Trailer	N/A	\$3,050.00	\$0.00	PDR	\$750.00	
5920-10	2008 Chevrolet Express Van	115,995	\$4,292.00	\$4,141.71	Conventional	\$5,717.53	
5920-11	2011 Ford Econoline E250	46,757	\$4,110.22	\$3,292.00	PDR	\$3,656.50	
5920-12	2011 Ford Econoline E250	58,489	\$4,482.64	\$5,271.13	PDR	\$3,656.50	
5920-13	2012 Chevrolet CG23405 Van	49,398	\$3,559.40	\$4,308.10	PDR	\$3,656.50	
59200-01	2014 Chevrolet CG23405 Van	20,064	\$4,704.20	\$3,794.57	PDR	\$3,656.50	
59200-02	2014 Chevrolet CG23405 Van	43,006	\$4,207.80	\$3,510.84	PDR	\$3,656.50	

The amount the insurance company paid/estimated for the damage	The amount to repair the damage based on volume discount	PDR = Paint, Dent, Repair Conventional = severe damage/more costly	Average (per class type) value of vehicle at disposal
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Unit #	Description	Current Mileage	Insurance Estimate	Magic Touch Up	Type of Repair	Estimated Disposal \$ (Avg. per Class Type)	Units Not Repaired (Reason)
59200-03	2015 Ford F250	22,490	\$4,739.00	\$3,727.60	PDR	\$6,055.22	
59200-04	2016 Ford Transit 250 Van	5,124	\$5,236.20	<u>\$4,925.32</u>	PDR	<u>\$3,656.50</u>	
	TOTAL:		\$47,450.75	\$38,223.16		\$41,738.25	
Fire Services							
6300-13	2004 Pierce Contender	2,024/18,842	\$3,864.00	\$5,049.00	PDR	N/A	Replacement on Order
6300-29	2008 Pierce 105HD/ArrowXT	6,227/63,465	\$911.48	\$0.00	PDR	\$40,000.00	
63000-05	2017 Pierce Wildland Pumper	369/4,729	<u>\$2,414.00</u>	<u>\$2,584.00</u>	PDR	N/A	
	TOTAL:		\$7,189.48	\$7,633.00		\$40,000.00	
6300-25	2009 Chevrolet Tahoe	100,390	<u>\$5,167.00</u>	<u>\$3,259.06</u>	Conventional	<u>\$4,300.38</u>	
	TOTAL:		\$5,167.00	\$3,259.06		\$4,300.38	
65000-03	2013 Ford F150	32,633	\$4,343.80	\$1,345.05	PDR	\$4,022.74	
65000-04	2016 Chevrolet Tahoe	12,830	\$5,349.00	\$1,923.50	PDR	\$5,160.45	
65000-05	2010 Chevrolet Tahoe	90,280	<u>\$4,438.40</u>	<u>\$3,521.51</u>	Conventional	<u>\$4,300.38</u>	
	TOTAL:		\$14,131.20	\$6,790.06		\$13,483.57	
Utility Operations Maintenance							
9242-07	2011 Ford F250	67,041	\$3,354.03	\$207.40	PDR	\$6,055.22	
92420-02	2015 Ford F350	30,296	<u>\$2,181.80</u>	<u>\$492.23</u>	PDR	<u>\$3,970.32</u>	
	TOTAL:		\$5,535.83	\$699.63		\$10,025.55	
Construction Planning & Management							
90000-01	2014 Ford F150	6,901	<u>\$4,011.40</u>	<u>\$3,321.55</u>	PDR	<u>\$4,022.74</u>	
	TOTAL:		\$4,011.40	\$3,321.55		\$4,022.74	
Engineering							
9110-01	2003 Ford F150	38,044	<u>\$3,617.80</u>	<u>\$0.00</u>	PDR	<u>\$3,620.00</u>	No Bid-Unit Replaced
	TOTAL:		\$3,617.80	\$0.00		\$3,620.00	
Capital Projects							
93000-01	2010 Ford F150	51,936	<u>\$3,831.94</u>	<u>\$3,748.33</u>	PDR	<u>\$4,022.74</u>	
	TOTAL:		\$3,831.94	\$3,748.33		\$4,022.74	
Stormwater CIP Engineering							
93100-01	2012 Ford F150	81,808	<u>\$4,315.74</u>	<u>\$3,399.38</u>	PDR	<u>\$4,022.74</u>	
	TOTAL:		\$4,315.74	\$3,399.38		\$4,022.74	
Traffic Operations-Signs & Markings							
95100-04	2015 Ford F450	15,103	\$1,811.20	\$1,041.12	PDR	\$4,283.86	
95100-05	2016 Ford F150	19,474	<u>\$2,987.20</u>	<u>\$1,234.16</u>	PDR	<u>\$4,022.74</u>	
	TOTAL:		\$4,798.40	\$2,275.28		\$8,306.60	

The amount the insurance company paid/estimated for the damage	The amount to repair the damage based on volume discount	PDR = Paint, Dent, Repair Conventional = severe damage/more costly	Average (per class type) value of vehicle at disposal
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Unit #	Description	Current Mileage	Insurance Estimate	Magic Touch Up	Type of Repair	Estimated Disposal \$ (Avg. per Class Type)	Units Not Repaired (Reason)
Environmental Services							
96050-05	2000 Ford Taurus SE	43,325	\$1,680.60	\$2,621.03	Conventional	\$6,996.38	
96050-06	2000 Ford F150	79,040	\$2,592.20	\$1,832.26	PDR	\$3,620.00	
96050-07	2003 Ford F250	35,066	\$4,215.60	\$2,262.19	PDR	\$6,055.22	
96050-09	2007 Ford F150	42,966	\$4,358.34	\$3,411.21	PDR	\$3,620.00	
96050-10	2001 Ford F150	92,750	\$3,095.40	\$1,941.87	PDR	\$3,620.00	Replacement on Order
96010-11	2010 Ford F150	45,610	\$3,664.20	\$2,910.91	PDR	\$4,022.74	
96050-12	2010 Ford F150	38,663	\$3,995.17	\$2,874.53	PDR	\$4,022.74	
96050-13	2011 Ford F150	27,128	\$3,573.17	\$2,530.63	PDR	\$4,022.74	
96050-14	2014 Ford Fusion	15,608	\$7,040.25	\$4,841.18	PDR	\$6,996.38	
TOTAL:			\$34,214.93	\$25,225.81		\$42,976.21	
GRAND TOTALS:			\$428,238.65	\$314,960.09		\$497,721.26	
GRAND TOTALS (after removing units listed below):							
- Deductible			\$10,000.00				
ived from TMLIRP)			\$418,238.65				
GRAND TOTALS (after removing units listed below):			\$373,106.24	\$290,407.26		\$408,458.29	
Magic Touch Up Totals:			\$290,407.26				
(95 Units Total w/ Damage) Total Received from TMLIRP:			\$418,238.65				
(85 Units Total Requesting to be Repaired) Net Savings to Town:			\$127,831.39				

Units turned into TML but did not request a bid from vendors since the replacement units for these had since been delivered.

4200-06	2006 Ford F250	120,394	\$5,165.49	\$0.00
4350-117	2003 Dodge 3500 Dually-die	107,394	\$3,314.20	\$0.00
9110-01	2003 Ford F150	38,044	\$3,617.80	\$0.00
TOTAL:			\$12,097.49	\$0.00

Units turned into TML and received a bid from vendors but not having conventional or PDR repairs due to replacement unit currently on order in FY16-17 (some did require lights / window replacements which have already been completed).

43500-05	2013 Dodge Charger	100,152	\$8,834.10	\$7,594.58	PDR
4350-129	2008 Dodge Charger LXDH48	84,051	\$5,317.50	\$3,356.82	PDR
4350-171	2012 Chevrolet Tahoe	112,692	\$5,433.00	\$4,714.27	PDR
4350-183	2012 Dodge Charger	97,118	\$4,741.80	\$3,813.04	PDR
5920-08	2007 Ford Econoline E150	139,916	\$4,701.64	\$3,132.25	PDR
6300-29	2008 Pierce 105HD/ArrowXT	6,227/63,465	\$911.48	\$0.00	PDR
96050-10	2001 Ford F150	92,750	\$3,095.40	\$1,941.87	PDR
*TOTAL:			\$33,034.92	\$24,552.83	

***These totals were deducted from vendor bid totals due to the units not having conventional or PDR repairs.**



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: August 7, 2017

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA16-0012 – RES Flower Mound) to amend Section 9.0, Wastewater Plan, to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property, and to consider adopting an ordinance providing for said amendment. The property is generally located at the southeast corner of Cross Timbers Road and Flower Mound Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its July 10, 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. Additional correspondence received after the completion of the P&Z packet has been attached as Attachment 3.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Correspondence Received after the P&Z Packet was Completed

LEGAL REVIEW: Ashley Dierker of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

DRAFT MOTION: Move to approve a request for a Master Plan Amendment (MPA16-0012 – RES Flower Mound) to amend Section 9.0, Wastewater Plan, to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: July 10, 2017

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA16-0012 – RES Flower Mound) to amend Section 9.0, Wastewater Plan, to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property. The property is generally located at the southeast corner of Cross Timbers Road and Flower Mound Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

The project has a companion site plan application for consideration on the same agenda (SP17-0001). Approval of this site plan request as presented is contingent upon approval of the subject Master Plan Amendment. The project also has a companion Record Plat application (RC17-0002) 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 a Master Plan Amendment (MPA) to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject site. The site is undeveloped and located immediately south of the service area (Attachment B(1)). The site currently must utilize on-site sewage facilities (OSSF) for wastewater treatment as it is outside of the area of the Town that currently provides wastewater service.

The applicant is proposing to develop the first phase of a new elementary/secondary school campus on the site which contains approximately 18.85 acres of land (See Companion application SP17-0001). The property is currently zoned as Agricultural District (A) which allows the subject use by right. Please see attached Letter of Intent describing the reasons for the applicant's request (Attachment A(2)). The request will not change the land use designation of Cross Timbers Conservation Development District (CTCDD) Area Plan in the Town's Master Plan, nor will it change the existing zoning of the property.

Engineering staff has determined that there is sufficient capacity in the Town's sanitary sewer system to accommodate this request without expansion of the downstream system. The existing sewer line was constructed previously, and is located to the north of the site across Cross Timbers Road. The cost of connecting to the existing line by boring under Cross Timbers Road will be borne by the developer.

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 Master Plan amendment requests. At the time this report was written, staff had received three e-mails in support of the project.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Wastewater Service Area Map

B. Application Details

1. Master Plan Exhibit

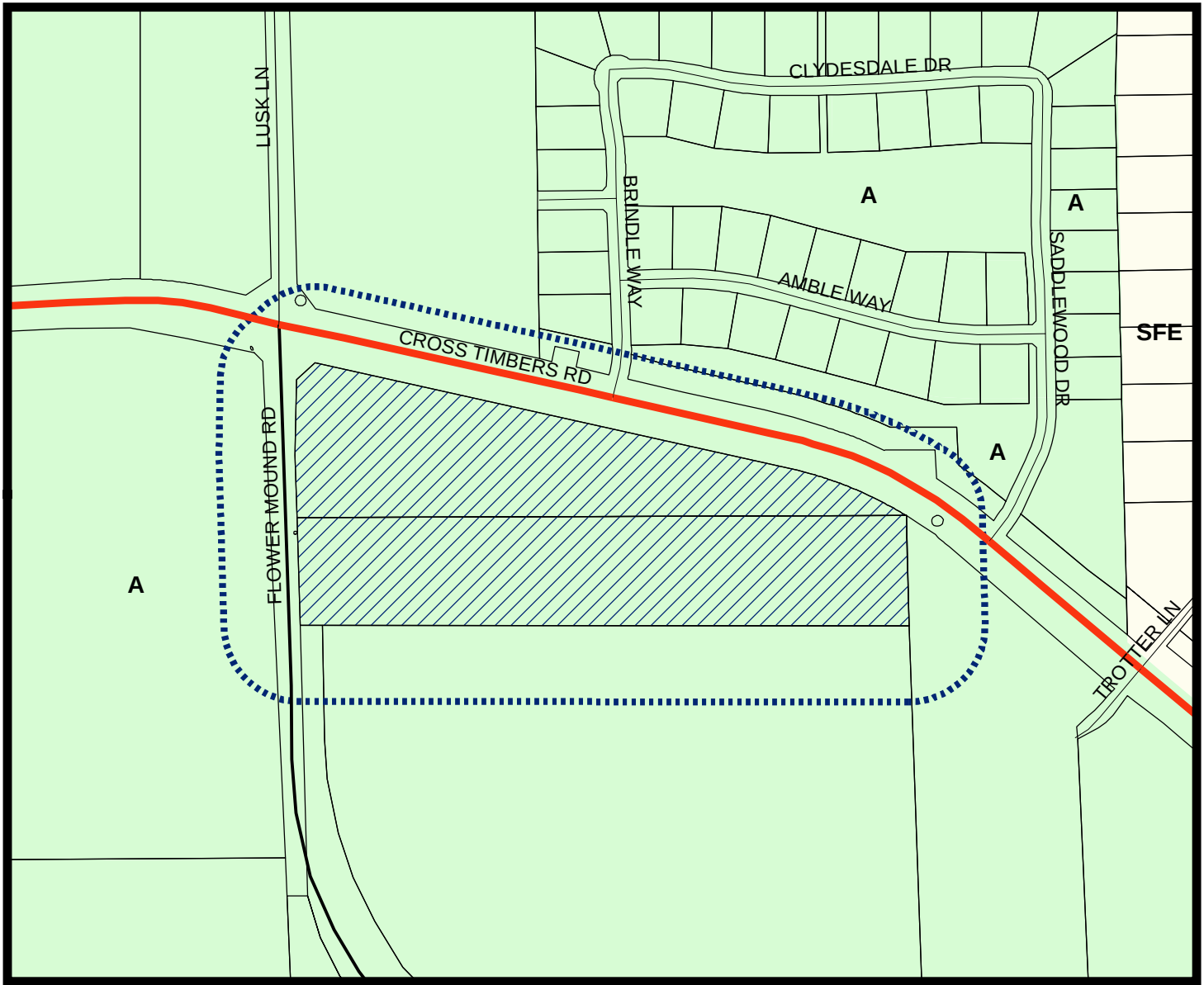
C. Correspondence

1. Correspondence in Favor



Vicinity Map

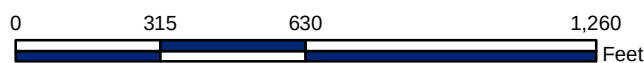
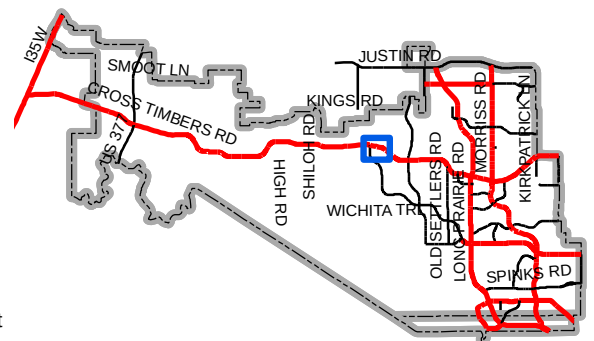
Reference Project: MPA16-0012



LEGEND

Agriculture Single Family Estate

Subject Property
 200 ft Notification Buffer around Property



Map Location



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm No. 1798

TBPLS Firm No. 10047700

April 13th, 2017

Mr. Doug Powell
 Executive Director of Development
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, TX 75028

**RE: RES Flower Mound
 Letter of Intent
 G&A Job No. 16248**

Dear Mr. Powell:

Please accept this letter, on behalf of our client, as an explanation of the proposed application. We are submitting for approval a Master Plan Amendment that proposes to change the wastewater sewer boundary for the property at the southeastern corner of Cross Timbers Road (FM 1171) and Flower Mound Road. This 18.898 acre property is currently zoned Agriculture. Our client is requesting this revision in the wastewater boundary, which if approved, would allow them to connect to the Town's existing sewer system at the Saddlewood subdivision. RES and Deacon Investments are requesting the Town to consider this alternative to an on-site treatment system, which they believe, will be mutually beneficial for them and the Town.

This request is very similar to the Master Plan change done with the Master Plan update whereby the wastewater sewer boundary for 1908 La Maison Place, 1901 La Maison Place, and 2016 La Salle was revised in order to allow these lots to tie into the Town's existing sewer system. The proposed development, a RES school campus, has a non-residential sanitary sewer peak. We are currently working with the Town Engineering Department to confirm that the capacity exists to allow this non-peak use to sewer through the existing sewer at the Saddlewood subdivision.

Please contact me with any questions or comments. Thank you in advance for your consideration of the presented request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Von Beougher'.

R. Von Beougher, P.E.

Z:\2016\16248\PDFs & Submittals\Master Plan Amendment\2017.04.13 2nd Submittal\2017.04.13_16248 LOI.docx



April 13th, 2017

Mr. Robert Pegg, P.E.
Engineer Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: RES Flower Mound
Sanitary Sewer Letter of Intent
G&A Job No. 16248**

Dear Mr. Pegg:

The proposed RES Flower Mound campus has two buildings proposed, an elementary/middle school and a high school. The elementary/middle school will have an estimated 590 students and the high school will have an estimated 260 students based off of information from the architect. This adds up to a maximum of 850 students. Ultimate sanitary sewer demand is calculated to be 17,000 gallons per day, based on estimated wastewater flow per the TCEQ, of 20 gallons per day per person. We believe that there is capacity in the existing wastewater system at the Saddlewood subdivision due to the off peak use of this facility.

We hope this information will help support RES Flower Mound's request for a Master Plan change. Please call if you need any additional information on this issue.

Sincerely,

R. Von Beougher, P.E.

Z:\2016\16248\PDFs & Submittals\Zoning\Master Plan Amendement\2016.10.17 1st Submittal\2016.10.24_16248 Sewer Calculation Letter.docx



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm No. 1798

TBPLS Firm No. 10047700

October 26, 2016

RES Flower Mound in the Town of Flower Mound
 G&A Job No. 16248
 Wastewater Flows (Approximate) For
 The Proposed RES Flower Mound Development

	Total K-8 Students	Total High School Students	Total
Final Build Out	590	260	850
* Estimated Wastewater Flow (GPD)	11,800	5,200	17,000

Estimated K-8 Students = 590

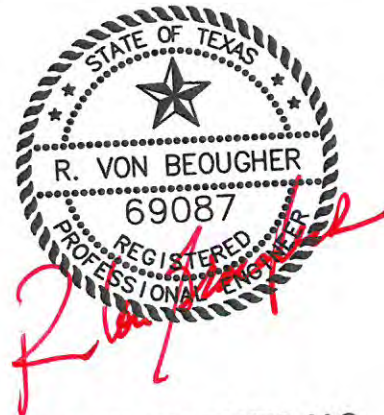
Estimated High School Students = 260

Total Students = 850

Per the TCEQ chapter 217, subchapter B, table B.1, the estimated wastewater flow for a school with a cafeteria but without showers is 15 GPD/person while the estimated wastewater flow for a school with a cafeteria and showers is 20 GPD/person. Since the two buildings are still in the design stage, the more conservative wastewater flows of all 850 students will be calculated at 20 GPD/person.

Total Students = 850 @ 20 GPD/person

Estimated Wastewater Flow = 17,000 GPD



G&A CONSULTANTS, LLC.
 TBPE F-1798

**SUBCHAPTER B: WASTEWATER TREATMENT FACILITY DESIGN
REQUIREMENTS
§§217.31 - 217.40
Effective December 4, 2015**

§217.31. Applicability.

This subchapter details the design values that an owner shall use when determining the size of any wastewater treatment facility component. This subchapter applies to the treatment design for a new wastewater treatment facility, the alteration of an existing wastewater treatment facility, the re-rating of an existing wastewater treatment facility, and to an existing wastewater treatment facility that is required to apply for a new permit.

Adopted November 4, 2015

Effective December 4, 2015

§217.32. Organic Loadings and Flows for New Wastewater Treatment Facilities.

(a) The design of a new wastewater treatment facility must be based on the flows and loadings in paragraphs (1) - (3) of this subsection, unless subsection (b) of this section applies.

(1) Design flow.

(A) If the flow is greater than or equal to 1.0 million gallons per day, as determined by multiplying the per capita flow in Table B.1. in paragraph (3) of this subsection by the number of individuals in the service area, then the design flow is the flow calculated from the table.

(B) If the flow is less than 1.0 million gallons per day as determined by multiplying the per capita flow in Table B.1. in paragraph (3) of this subsection by the number of individuals in the service area, then the design flow is determined by multiplying the average annual flow calculated from the table by a factor of at least 1.5.

(C) The design flow must be based on the flow authorized in the wastewater treatment facility's wastewater permit.

(2) Peak flow. When site-specific data is unavailable, the peak flow must be determined by multiplying the design flow by a factor of at least 4.0. If site-specific data or projections are available, the peak flow must be based on the site-specific data.

Texas Commission on Environmental Quality
Chapter 217 - Design Criteria for Domestic Wastewater Systems

Page 2

(A) If the average daily peaking factor at a wastewater treatment facility exceeds 4.0, the actual daily peaking factor must be used to calculate the peak flow, unless flow equalization is provided.

(B) If a wastewater treatment facility experiences occasional peak events with a peaking factor that exceeds 5.0, the event-based peaking factor must be used to calculate the peak flow, unless flow equalization is provided.

(C) In a wastewater treatment facility with flow equalization, the subsequent treatment units may be designed for a lower estimated peak flow. The engineering report shall include data that supports the lower estimated peak flow.

(D) A treatment unit, pipe, weir, flume, disinfection unit, or any other treatment unit that is flow limited must be sized to transport or treat the peak flow.

(3) Design organic loading. If available, actual organic loading data must be used as the basis for the design of the wastewater treatment facility. If actual organic loading data is not available, the design organic load must be determined by using the following table. The design organic load is determined by multiplying the annual average flow from the projected uses by the corresponding influent concentrations:

Figure: 30 TAC §217.32(a)(3)

Table B.1. - Design Organic Loadings and Flows for a New Wastewater Treatment Facility

Source	Remarks	Daily Wastewater Flow (gallons/person)	Wastewater Strength (mg/l BOD ₅)	Wastewater Strength (mg/l NH ₃ -N)
Municipality	Residential	75-100	250-400	15-75
Subdivision	Residential	75-100	250-400	15-75
Trailer Park (Transient)	2½ Individuals per Trailer	50-60	250-350	15-75
Mobile Home Park	3 Individuals per Trailer	50-75	300	15-75
School	Cafeteria &	20	300	15-75

Texas Commission on Environmental Quality
Chapter 217 - Design Criteria for Domestic Wastewater Systems

Page 3

	Showers Cafeteria/No Showers	15	300	15-75
Recreational Parks	Overnight User	30	200	15-75
	Day User	5	100	15-75
Office Building or Factory	A facility must be designed for the largest shift	20	300	15-75
Hotel/Motel	Per Bed	50-75	300	15-75
Restaurant	Per Meal	7-10	1000*	15-75
Restaurant with bar or cocktail lounge	Per Meal	9-12	1000*	15-75
Hospital	Per Bed	200	300	15-75
Nursing Home	Per Bed	75-100	300	15-75
Alternative Collection Systems (Subchapter D of this chapter)	Per Capita	75	N/A	N/A
*Based on a restaurant with a grease trap				

(b) An owner designing a new wastewater treatment facility that will serve the same service area as an existing wastewater treatment facility must use historical data from the existing wastewater treatment facility to design the new wastewater treatment facility, if there is enough historical data to meet the needs of §217.34 of this title (relating to Organic Loadings and Flows for Existing Wastewater Treatment Facilities, Re-Ratings, and Alterations). The engineering report must justify the design conclusions that are based on existing data.

Adopted November 4, 2015

Effective December 4, 2015

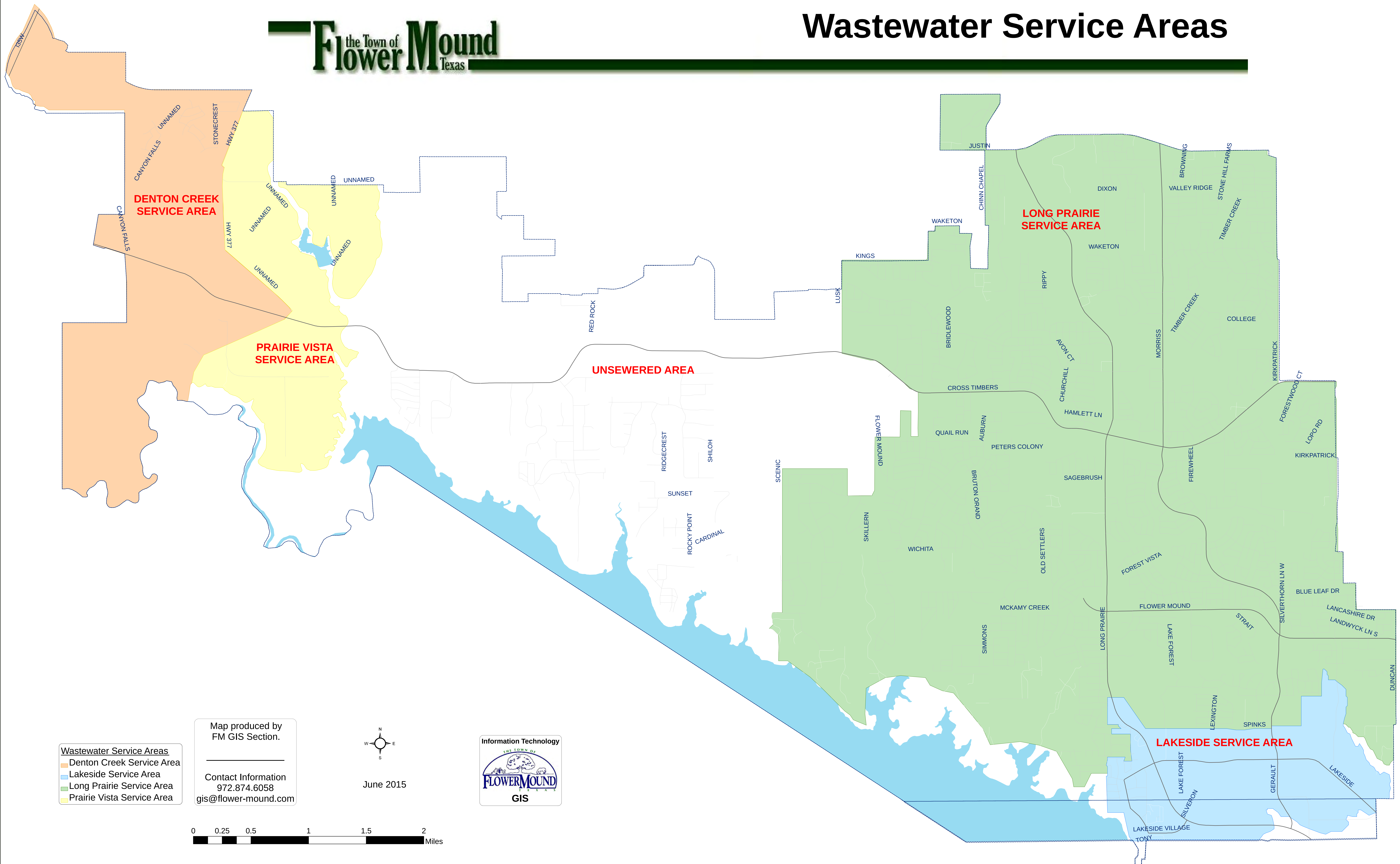
§217.33. Flow Measurement.

(a) A wastewater treatment facility must include a means of effluent flow measurement with less than 10% error, or the manufacturer's error tolerance, whichever is less, throughout the expected range of flows.

Attachment A(3): Wastewater Service Area Map



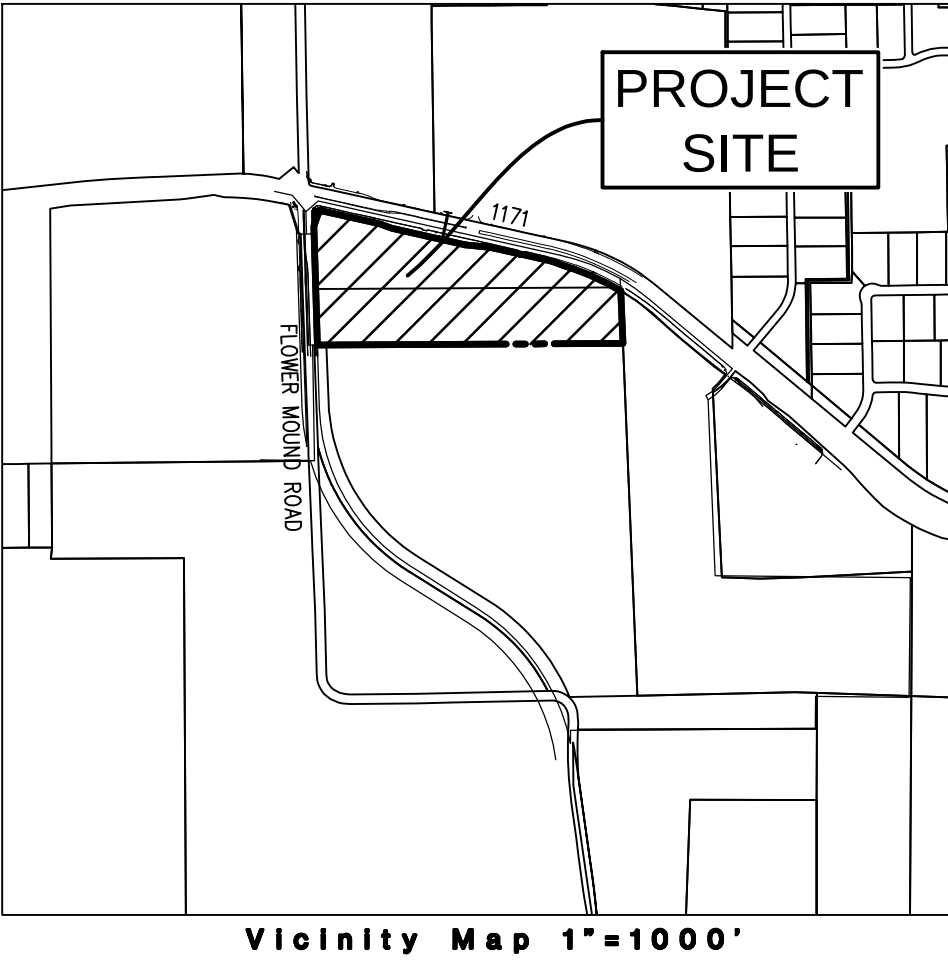
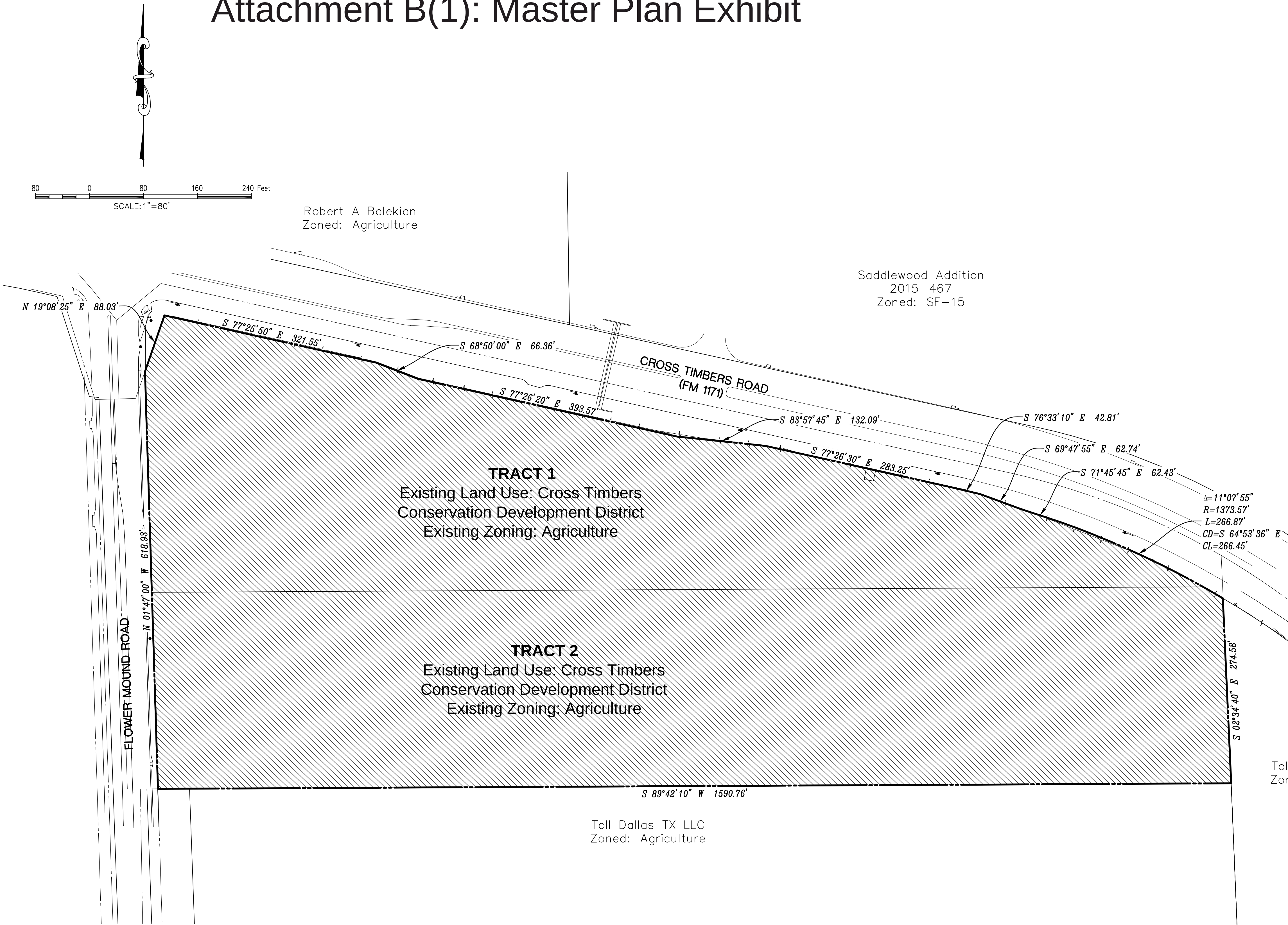
Wastewater Service Areas



Wastewater Service Areas

Wastewater Service Areas

Attachment B(1): Master Plan Exhibit



ZONING DESCRIPTION
18.898 Acres
William Malone Survey, Abstract No. 855
John W. Malone Survey, Abstract No. 857
Town of Flower Mound
Denton County, Texas

Being all that certain lot, tract or parcel of land situated in the William Malone Survey, Abstract Number 855 and the John W. Malone Survey, Abstract Number 857, Town of Flower Mound, Denton County, Texas, and being part of certain call 5.64 acre tract of land described as First Tract and that certain called 16.807 acre tract of land described as Second Tract in deed to Deacon Investments, recorded in Document Number 1994-55996 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:
BEGINNING at a Texas Department of Transportation (TXDOT) aluminum disc found on the east line of said 16.807 acre Second Tract, being the southeast corner of that certain called 1.9465 acre tract of land described as Parcel 10 in deed to Denton County, recorded in Document Number 2007-120431 of the Real Property Records of Denton County, Texas, and being the southwest corner of that certain called 36,120 square feet tract of land described as Parcel 38 in deed to Denton County, recorded in Document Number 2008-1458 of the Real Property Records of Denton County, Texas, and being the most northerly corner of that certain called 89.925 acre tract of land described as Tract Two in deed to Toll Dallas TX, L.L.C., recorded in Document Number 2013-134887 of the Real Property Records of Denton County, Texas, and being on the south line of F.M. 1171 (A.K.A. Cross Timbers Road);
THENCE S 02°34'40" E, 274.58 feet with the east line of said Second Tract and the west line of said 89.925 acre tract to a cross tie fence corner post on the southeast corner of said Second Tract and being an inner ell corner of said 89.925 acre tract;
THENCE S 89°42'10" W, 1590.76 with the south line of said Second Tract and the north line of said 82.925 acre tract to a 1/2" G&A capped rebar set (originally found Half capped rebar in this location) at the northwest corner of said 89.925 acre tract, being the southeast corner of that certain called 0.618 acre tract of land described in deed to the Town of Flower Mound, recorded in Document Number 2010-45476 of the Real Property Records of Denton County, Texas, and being the northeast corner of that certain called 7.679 acre tract of land described as Parcel 1, Part 2 in deed to the Town of Flower Mound, recorded in Document Number 2010-23899 of the Real Property Records of Denton County, Texas, being on the east line of Flower Mound Road;
THENCE N 01°47'00" W, 618.93 feet (called 619.76 feet) with the east line of said 0.618 acre tract and the east line of said Flower Mound Road to a 1/2" G&A capped rebar set (originally found Half capped rebar in this location) at the northeast corner of said 0.618 acre tract, being on the south line of the aforementioned 1.9465 acre tract and the south line of said F.M. 1171;
THENCE with the south line of said 1.9465 acre tract and the south line of said F.M. 1171 the following:
N 19°08'25" E, 88.03 feet to a 1/2" G&A capped rebar set (originally found a TXDOT aluminum disc in this location);
S 77°25'50" E, 321.55 feet to a TXDOT aluminum disc found;
S 68°50'00" E, 66.36 feet to a TXDOT aluminum disc found;
S 77°26'20" E, 393.57 feet to a TXDOT aluminum disc found;
S 83°57'45" E, 132.09 feet to a TXDOT aluminum disc found;
S 77°26'30" E, 283.25 feet to a TXDOT aluminum disc found;
S 76°33'10" E, 42.81 feet to a TXDOT aluminum disc found;
S 69°47'55" E, 62.74 feet to a TXDOT aluminum disc found;
S 71°45'45" E, 62.43 feet to a TXDOT aluminum disc found;
With the arc of a curve to the right having a central angle of 11°07'55", a radius of 1373.57 feet and an arc length of 266.87 feet (called 266.79 feet) whose chord bears S 64°53'36" E, 266.45 feet to the POINT OF BEGINNING and containing approximately 18.898 acres of land.

Toll Dallas TX LLC
Zoned: Agriculture

LEGEND		
C.R.F.	Capped Rebar Found	Overhead Power Lines
C.R.S.	Capped Rebar Set	Down Guy Wire
C.M.	Control Monument	
Mon.	Monument	443 Existing Contours
BM	Benchmark	445 Proposed Contours
FM	Fire Hydrant	Concrete Pavement
WM	Water Meter	Asphalt Pavement
WV	Water Valve	Wood Fence
W/L	Water Line	Chain Link Fence
ICV	Irrigation Control Valve	Wire Fence
SSMH	Sanitary Sewer Manhole	Masonry Wall
CO	Sanitary Sewer Cleanout	Existing Tree
UP	Utility Pole	(FL) Flowline
LP	Light Pole	Creek, Swale, or Waterway Embankment
TC	Top of Curb	
TP	Top of Pavement	
TW	Top of Wall	
FG	Finished Grade	
U.E.	Utility Easement	
D.E.	Drainage Easement	
B.L.	Building Line	
R.O.W.	Right-of-Way	
D.R.	Deed Records	
P.R.	Plat Records	

MASTER PLAN FEATURES	
Land Use Plan	Cross Timbers Conservation Development District
Specific Plan	Not Located in a SPA
Urban Design Plan	Cross Timbers Conservation Development District
Parks and Trail	8' Town Trail along FM 1171
Thoroughfare Plan	FM 1171 – Major Arterial
Water Plan	Cross Timbers Conservation Development District
Wastewater Plan	Cross Timbers Conservation Development District

DEVELOPER
Responsive Education Solutions
1301 Walters Ridge Drive
Lewisville, TX 75067
Ph. (214) 395-2838
Contact: Brian Stevens

SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057 • P: 972-488-9712 • F: 972-488-9715
144 Old Town Road • Lewisville, TX 75067 • P: 972-488-9716 • F: 972-488-9715
TSPS Firm No. 1798 TSPS Firm No. 10047700

RES FLOWER MOUND
in the
18,898 Acres
WILLIAM MALONE SURVEY, ABSTRACT NO. 855
JOHN W. MALONE SURVEY, ABSTRACT NO. 857
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ZONING EXHIBIT

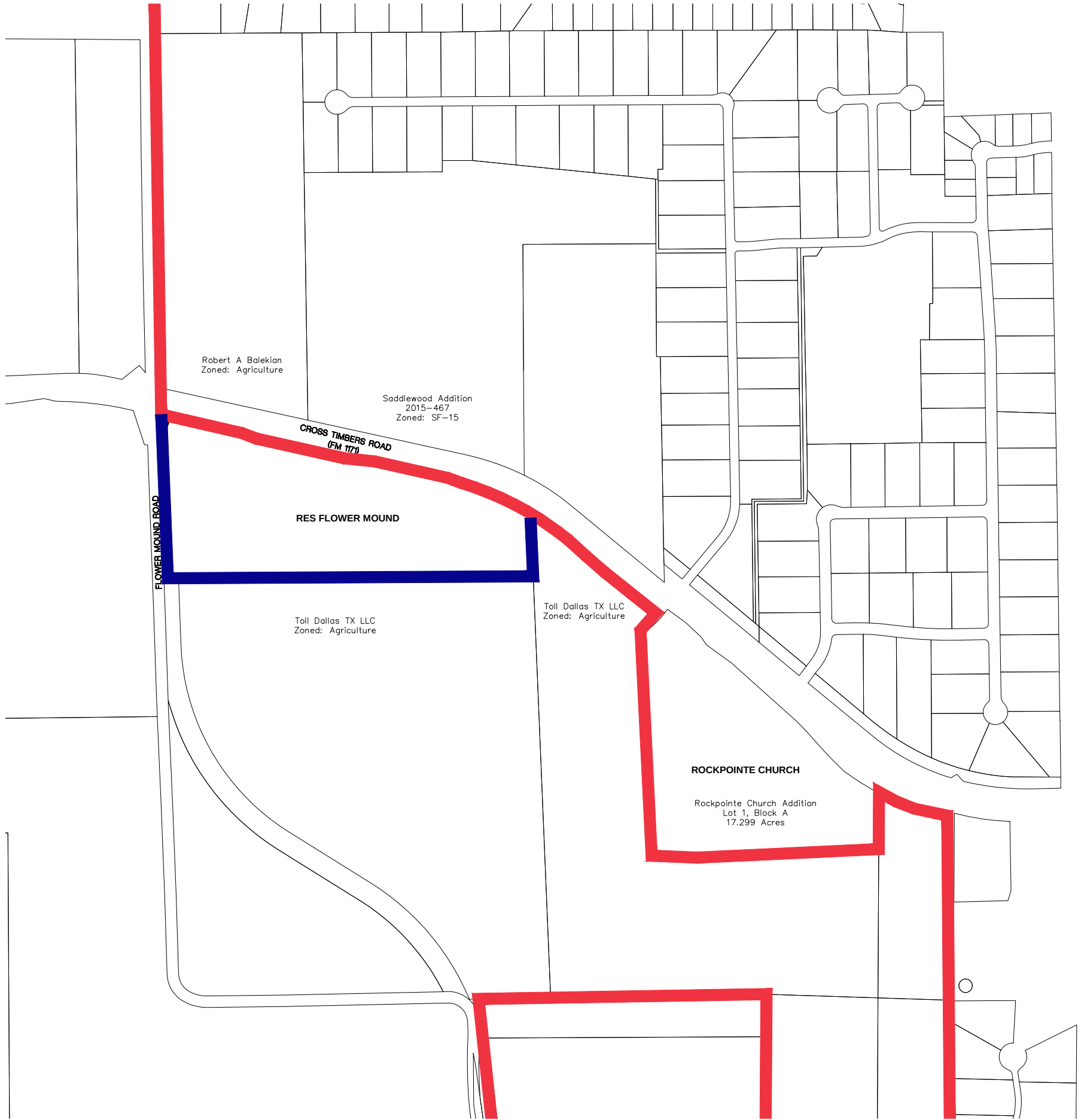
PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A CONSULTANTS, F-1798
ROBERT JOHN DOLLAH, JR.,
P.E. #86898
DATE 10/19/2016

Drawn By: AA
Date: 10/17/2016
Scale: 1"=80'
Revisions:

16248

ZE

File: Z:\2016\16248\Drawings\Exhibit\ Sewer Exhibit
Plotted: 10/19/2016 1:39 PM, by Andy Mendoza, Saved: 10/19/2016 12:34 PM, by andym



LEGEND	
	Existing Wastewater Service Boundary Line
	Proposed Wastewater Service Boundary Line

**WASTEWATER SERVICE
BOUNDARY EXHIBIT**
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE



111 Hillside Drive • Lewisville, TX 75057 AP: 972.436.9712 AF: 972.436.9715
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 AP: 940.240.1012 AF: 940.240.1028
TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: CMK DATE: 10/19/2016 SCALE: 1" = 500' JOB. No. **16248**

From: Apiwan Born
Sent: Wednesday, June 28, 2017 4:29 AM
To: Town Council
Subject: MPA16-0012, RC17-0002, SP17-0001

Dear Sir/Madam

We are writing in support of the new campus for Founders Classical Academy of Flower Mound. Our children are attending this exemplary school, but they are running out of space. Please consider approving the plan.

Sincerly yours,
Ken and Apiwan Born

From: Sabrina Young
Sent: Tuesday, June 27, 2017 4:28 PM
To: Town Council
Cc: planning
Subject: MPA16-0012, RC17-0002, SP17-001

We support Founders Classical Academy of Flower Mound! Please allow us to build this beautiful school to educate our kids. Thanks from the Young family

Reference; MPA16-0012
RC17-0002
SP17-0001

From: sarah lenski
Sent: Tuesday, June 27, 2017 5:16 PM
To: planning; Town Council
Subject: MPA16-0012, RC17-0002, and SP17-0001

Hello.

I am a Flower Mound resident and have children who attend both LISD schools and Founders Classical Academy of Flower Mound. We are so fortunate to have many wonderful schools to choose from in this area, from traditional public schools to public charter schools to fine private schools.

I am writing to ask for your support of the proposed Founders Classical Academy of Flower Mound site location at FM 1171 and Flower Mound Road. The current school location at Parker Square will not be large enough to accommodate the growing student body after this school year. What a great problem to have! With the continued population growth in west Flower Mound the proposed site will be an excellent location for the school to serve even more families that live on the west side of Flower Mound. We have several current school families who own or rent homes outside of Flower Mound who have been anxiously awaiting the final decision on the new school location as they intend to buy homes near the school. This school is truly an asset to the Town of Flower Mound.

The proposed site plans are in keeping with Flower Mound's commitment to saving and planting as many trees as possible, and the architect's renderings of the school building show a beautiful design that fits in with the surrounding area- there is a true "Flower Mound feel" to it.

I am confident that the Town can work with the school to address any traffic concerns or any other concerns that arise. Please support this project!

Thank you for your time.

Sincerely,
Sarah Lenski

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 9.0, WASTEWATER PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO ADD APPROXIMATELY 18.852 ACRES OF LAND SITUATED IN THE W. MALONE SURVEY, ABSTRACT NO. 855, AND THE J. MALONE SURVEY, ABSTRACT NO. 857, TO THE LONG PRAIRIE WASTEWATER SERVICE DISTRICT MAP; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Wastewater Service District Map contained in the Wastewater Plan of the Town's Master Plan depicts, by distinct colors, the various wastewater service districts in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 18.852 acres of land situated in the W. Malone Survey, Abstract No. 855, and the J. Malone Survey, Abstract No. 857, have filed an application for a Master Plan Amendment to add the project area to the Long Prairie Wastewater Service area; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on July 10, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on August 7, 2017, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78, of the Town's Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Master Plan Amendment on the property;

WHEREAS, the Town Council finds that amendment of the Master Plan as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended on the hereinafter described property and area as shown below:

18.852 acres of land situated in the W. Malone Survey, Abstract No. 855, and the J. Malone Survey, Abstract No. 857, Denton County, Texas, as shown in Exhibit "A" hereto.

Ordinance No. _____

Page 2

Section 9.0, Wastewater Plan, is hereby amended and changed to expand the boundary of the Long Prairie Wastewater Service District Map to include the project area as depicted on Exhibit "B," attached hereto and incorporated for all purposes.

SECTION 2

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 3

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

SECTION 4

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 5

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

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

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit “A”

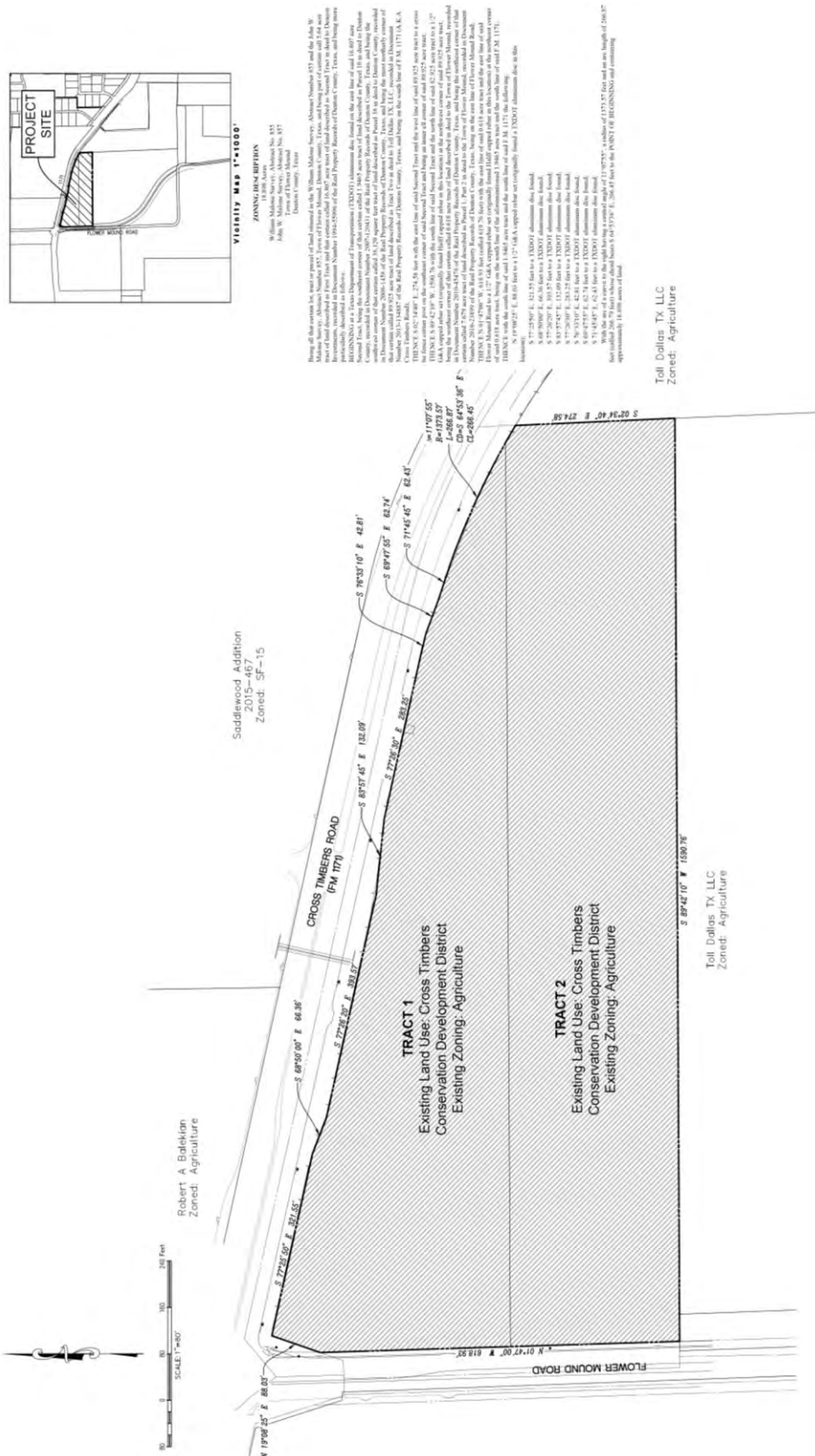
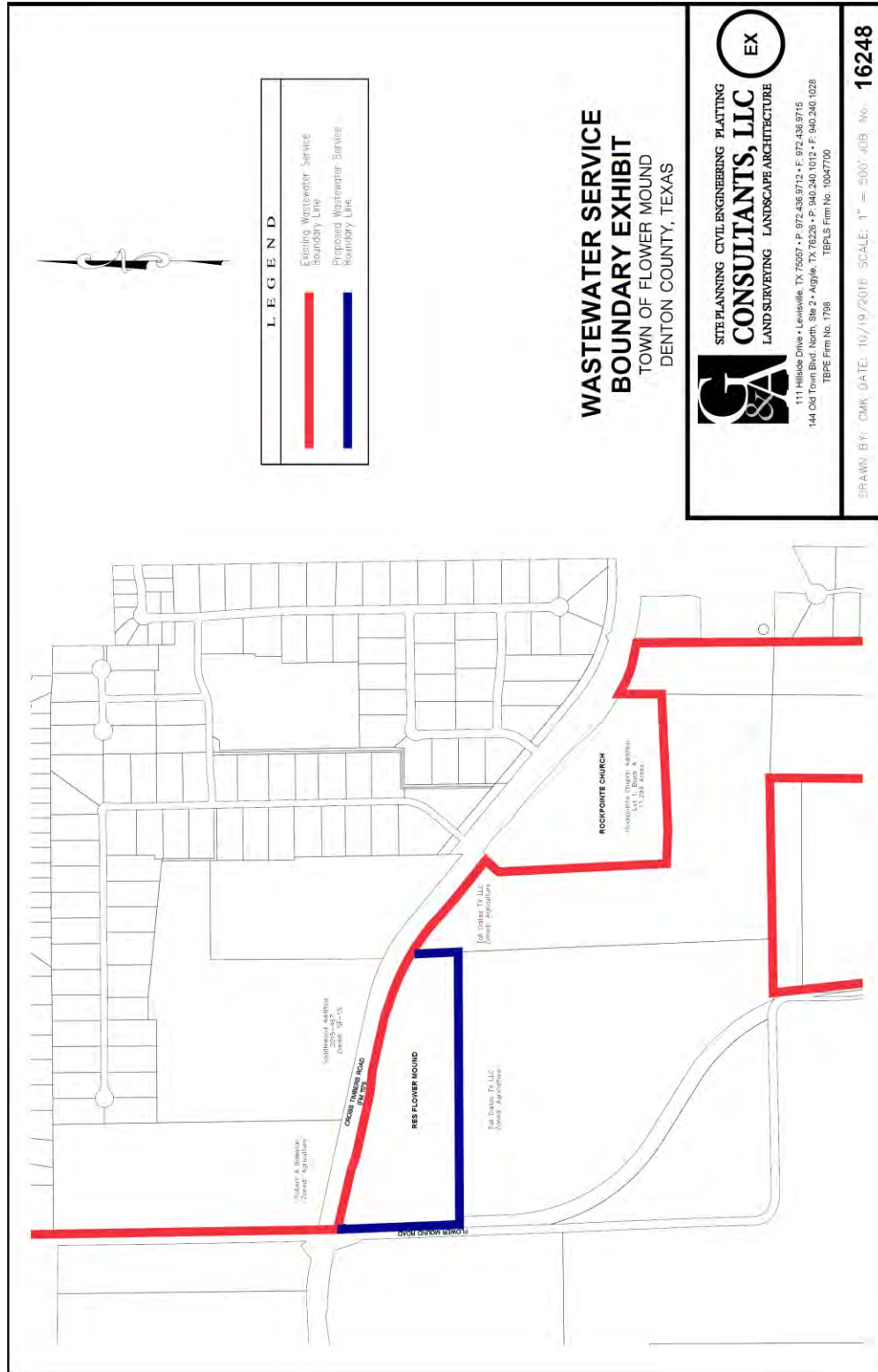


Exhibit "B"



From: Angela McCulley
Sent: Monday, July 10, 2017 8:50 AM
To: planning
Subject: In regards to MPA16-0012, RC17-0002, and SP17-0001

Good morning,

I am writing to you this morning to respectfully ask that the Town of Flower Mound Planning & Zoning Committee approve the master plan amendment, record plan and site plan proposals being brought by Responsive Education Solutions that are up for a vote at tonight's Planning & Zoning Committee meeting. We feel that allowing the building of a school at this location would be a wise use of this land, benefits the community as a whole by offering another educational option to our young people, and allows the school to move forward with its long-term goals of opening a K-12 charter school. Our son has attended Founders Classical Academy of Flower Mound the past two years (since the school was opened), and we feel so strongly about the potential benefits this particular school offers to our family that we recently moved to Flower Mound. We look forward to raising our children in Flower Mound, sending our three children to Founders in the newly expanded location near our new home, and participating in the community through local church attendance and utilizing the many parks & recreations activities available to Flower Mound residents.

Thank you for your time,

Angela McCulley

From: Angela McCulley
Sent: Thursday, July 13, 2017 10:19 AM
To: planning
Subject: In regards to MPA16-0012, RC17-0002, and SP17-0001

Good morning,

I just wanted to express my appreciation for your vote of support this week for these three proposals for Responsive Education Solutions. As such, we are hopeful for favorable vote by the Town Council next week, and appreciate your attentiveness to our school community.

Thank you again,

Angela McCulley

From:

Sent: Thursday, July 13, 2017 5:22 PM

To: planning

Subject: MPA16-0012 and SP17-0001

Good evening!

I wanted to take a quick minute and send over a note asking that the Planning Committee please vote YES to MPA16-0012 and SP17-0001! We love being a Founders family and truly believe that it would be a wonderful addition to the West side of the community where it can keep growing!

Thank you for all of your hard work and your consideration!

Adrienne Dewberry



TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: August 7, 2017

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Public Hearing to consider an application for a tree removal permit for seven (7) specimen trees on property proposed for development as Responsive Education Solutions. The property is generally located at the southeast corner of Cross Timbers Road and Flower Mound Road. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its May 2, 2017, meeting).***

BACKGROUND INFORMATION: The Responsive Education Solutions non-residential development is generally located at the southeast corner of Cross Timbers Road and Flower Mound Road. The site is approximately 18.852 acres in size. The site is currently master planned for Cross Timbers Conservation Development District and zoned for Agricultural (A) uses. The developer is seeking to amend the Master Plan so the boundary of the Long Prairie Wastewater Service District Map can be expanded to include the subject property. According to the tree survey for the project, the site contains a total of fifteen (15) specimen trees. The applicant is requesting the removal of seven (7) specimen trees from the site in order to build a new school campus development. The seven (7) specimen trees proposed for removal are in good to fair condition and are all located within the proposed Buildable Area.

The following specimen trees are being requested for removal: Tree #1445 – 24” post oak; Tree #1446 – 23.5” post oak; Tree #1453C – 23.5” post oak; Tree #1455 – 26” post oak; Tree #1456 – 23” post oak; Tree #1460A – 25” post oak in fair condition (borers) and Tree #1460B – 25” post oak in fair condition (borers).

The Town’s tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 342” of replacement trees, equaling 114 three-inch caliper trees, is the required mitigation for the removal of the seven (7) specimen trees on this site. However, the new tree ordinance provides additional credit incentives for trees preserved within the Buildable Area of a site. When factoring in the credits received for the numerous trees being preserved within the Buildable Area on the site, the mitigation balance for the proposed tree removal request is 0.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its May 2, 2017, meeting. The ECC recommended approval of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

CITIZEN FEEDBACK: As of July 5, 2017, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request
2. Specimen tree removal permit application
3. Photographs of the specimen trees proposed for removal
4. Project Tree Survey

DRAFT MOTION: Move to approve the requested permit for the removal of seven (7) specimen trees on property proposed for development as Responsive Education Solutions. The property is generally located at the southeast corner of Cross Timbers Road and Flower Mound Road.



Attachment 1

April 14, 2017

Jimmy Hoefert, Environmental Review Analyst
 Town of Flower Mound
 1001 Cross Timbers Road, Suite 2330
 Flower Mound, TX 75028

Reference: Tree Removal Permit Application
 Lot 1. Block A
 18.852 Acres in the W. Malone Survey, Abstract 855
 Flower Mound Denton County, Texas

Dear Mr. Hoefert;

On behalf of the owner/developer on the aforementioned property, we are requesting that (7) specimen trees (as outlined on the attached tree removal exhibit), as defined in the TOFM Tree Preservation Code, be removed. The tree is being requested to be removed due to site and design conditions which thereby mean the subject development cannot reasonably be developed, based on economic and/or practical considerations, without removal of the tree included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	15 Trees
Total specimen trees saved	8 Trees
Total specimen trees removed	7 Tree

Numerous concept plans were generated with various renditions of each based on saving the specimen trees as per the owner. From the beginning the site was designed based on an early tree survey, aerial photographs and site observations to locate the buildings and accompanying infrastructure in areas of minimal impact. The layout presented takes into account the site grading, existing trees, town required buffers, parking, hydrology and future development. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

Within the final site plan landscape drawings, the environmental BMPs (Best Management Practices) to help increase the survivability of the saved trees will include but are not limited to: maximizing the at-grade green space under the drip line of existing trees, limiting tree wells and tree planters to maximum 3' height, when a tree well is necessitated, it shall have drainage devices to carry off the excess water, tree wells and planters shall have installation started within 2 weeks following rough grading completion, any grade cutting within the root zone of any specimen tree shall include professional root pruning, any tree pruning shall be by a licensed arborist, any tree within a tree well shall have aeration pipes in areas of change of grade within the drip lines, any non-permeable paving within the drip lines shall have structural soil for 24" depth under the paving. Further, all aspects of the Town of Flower Mound Tree Preservation Code for tree protection during construction shall be followed.

The following is the specimen tree we are requesting to be removed:

1. Tree #1445 24" caliper Post Oak
This tree is being removed due to driveway associated with the proposed building.
2. Tree #1446 23.5" caliper Post Oak
This tree is being removed due to proposed building footprint.
3. Tree #1453C 23.5" caliper Post Oak
This tree is being removed due to proposed building footprint.
4. Tree #1455 26" caliper Post Oak
This tree is being removed due to proposed building footprint.
5. Tree #1456 23" caliper Post Oak
This tree is being removed due to proposed building footprint.
6. Tree #1460A 25" caliper Post Oak
This tree is being removed due to health concerns.
7. Tree #1460B 25" caliper Post Oak
This tree is being removed due to health concerns.

We have attempted to save as many trees as is reasonably possible. The specimen trees to be saved are (8) Post Oaks. Please note that great care will go into saving the other protected and specimen trees on this site and follow all TOFM tree protection measures. Thank you for your consideration.

Based on the above data, I respectfully ask that the trees enumerated above be allowed to be removed from the site.

Respectfully submitted,



Ron Stewart, ASLA
Landscape Architect, TX #791

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 2/17/00- present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Majestic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name:

_____ Ron Stewart _____

Address:

_____ 111 Hillside Dr _____
_____ Lewisville TX 75057 _____

Phone:

_____ 972 - 436-9712 _____

Applicant's Legal Interest in the Property:

_____ Landscape Architect for Project _____

2. Property Owner(s)

Name(s) _____ Responsive Education Solutions _____
Address: _____ 1301 Water Ridge Rd _____
_____ Lewisville, TX _____
_____ Contact Bryan Stevens _____

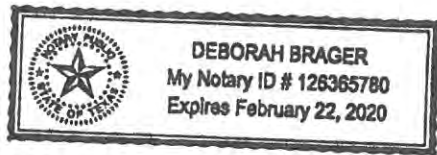
3. Location and Legal Description of Property:

_____ 18.852 acres, lot 1, Block A _____
_____ W. MALONE SURVEY, ABSTRACT NO. 855 _____
_____ Town of Flower Mound _____
_____ Denton County Texas _____

page 2 of 3.

4. Owner's Authorization of Representation

I, BRIAN STEVENS, the owner of the above described real property, do hereby authorize RON STEWART to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Vegetation), of the Land Development Code of the Town of Flower Mound, Texas.



Signature of Owner

Given Under My Hand and Seal of Office

This the 29 Day of April, 2017

Notary Public

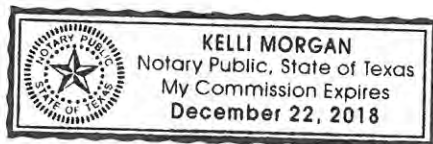
In and For Denton County, Texas.**5. Applicants Affidavit-** Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Chapter 12, Land Development Code of the Town of Flower Mound, Texas, I RON STEWART, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Signature of Applicant

Landscape Architect License No. 791State of Licensure TX

Or ISA Certified Arborist No. _____



Given Under My Hand and Seal of Office

This the 28 Day of April, 2017

Notary Public

In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 4/28/17 by (initials) JRH.

Responsive Education Solutions – Specimen trees proposed for removal



Tree #1456 – 23" post oak



Tree #'s 1460A and 1460B – both are
25" post oaks



SITE PLANNING CIVIL ENGINEERING PLATTING

CONSULTANTS, LLC

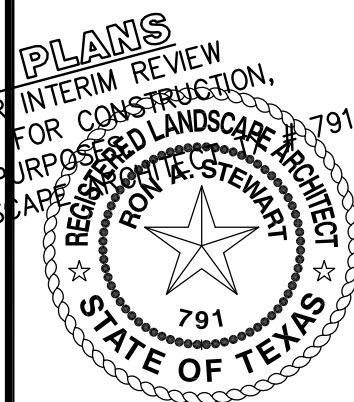
LAND SURVEYING LANDSCAPE ARCHITECTURE

GA

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste. 2 • Wylie, TX 75098 • P: 980.240.0192 • F: 940.240.1028
TSPS Firm No. 10047700

RES FLOWER MOUND
Lot 1, Block A
RES FLOWER MOUND
18.852 Acres
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

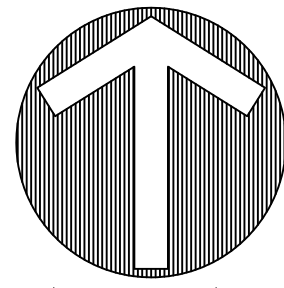
TREE SURVEY



Drawn By: RLS
Date: 1/17/2017
Scale: 1"=40'
Revisions:
04/11/2017
05/09/2017
05/31/2017
06/01/2017

16248

L2.0



40 0 40 80 120 Feet
SCALE: 1"=40'

LEGEND

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

SPECIMEN TREE TO REMAIN

SPECIMEN TREE TO BE REMOVED

TREE PROTECTION FENCING

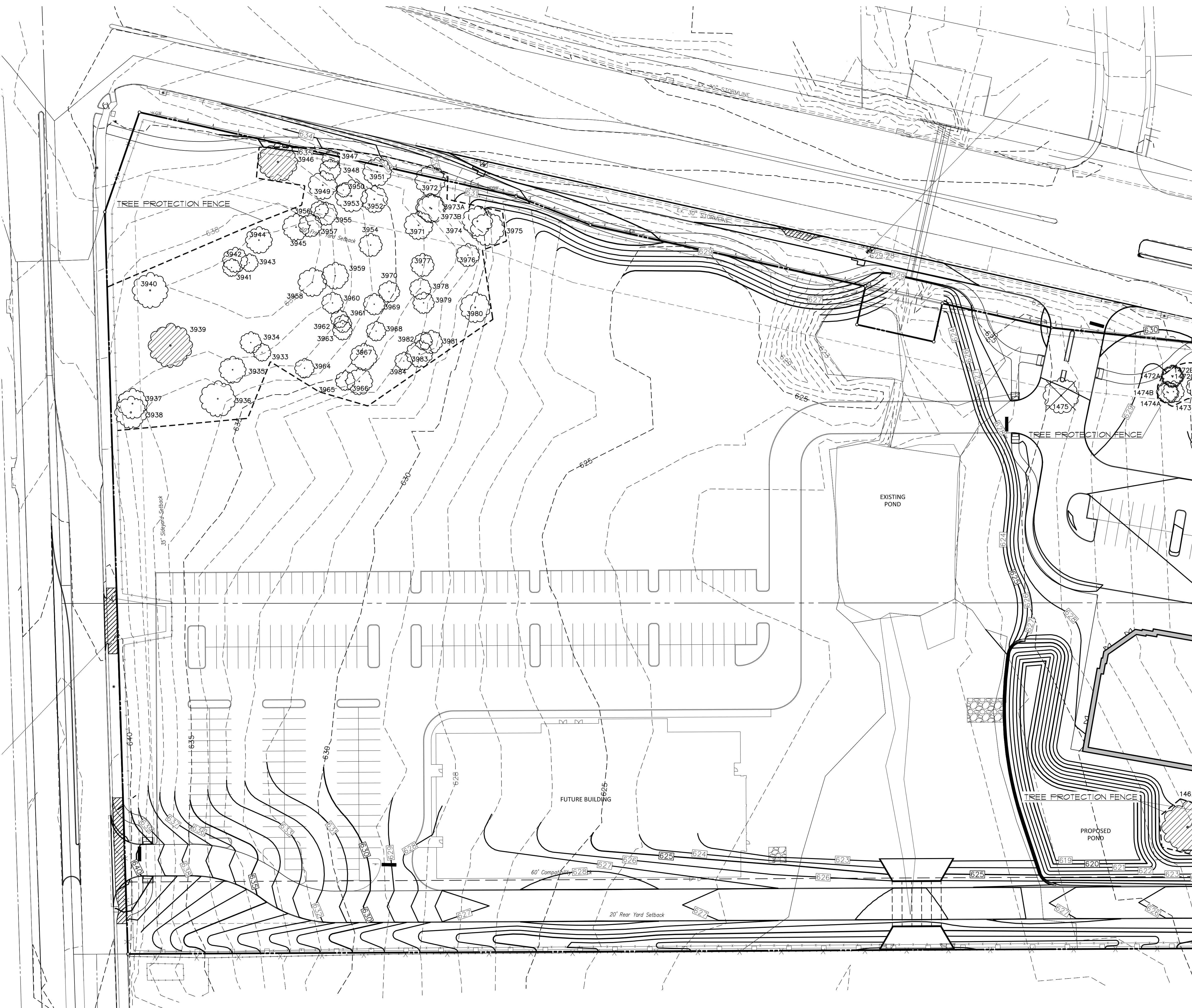
NOTE:
TREE PROTECTION FENCE MUST BE
INSTALLED BEFORE ANY GRADING OR
CONSTRUCTION BEGINS.
LANDSCAPE ARCHITECT MUST BE PRESENT
WHEN ANY WORK IS DONE WITHIN THE
TREE PROTECTION FENCE.

TREE PROTECTION
(Non-specimen)

NOTE:
TREE PROTECTION FENCE MUST BE
INSTALLED BEFORE ANY GRADING OR
CONSTRUCTION BEGINS.
LANDSCAPE ARCHITECT MUST BE PRESENT
WHEN ANY WORK IS DONE WITHIN THE
TREE PROTECTION FENCE.

TREE PROTECTION
(Specimen)

OWNER/DEVELOPER
RESPONSIVE EDUCATION SOLUTIONS
1301 WATER RIDGE DR.
CITY OF LEWISVILLE
Ph. 214-395-2823
Contact: Brian Stevens





412"/3" CALIPER= 138 MITIGATION TREES
142 MITIGATION CREDITS

<4> 3" CALIPER TREES

F. TREE REMOVAL

- 2) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 3) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use on site in the tree preservation efforts at the discretion of the Landscape Architect.
 - 4) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
 - 5) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 6) Trees removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- TREE PROTECTION**
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees. Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6" x 4" stakes and orange web fence material.
 - 3) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 4) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 5) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trench is "air dug" with Air Spade (registered trademark) or similar technology are used. Irrigation line may be routed in any direction outside the drip line of retained trees. Irrigation lines inside the drip line must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk. (Irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 6) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 7) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 8) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.

TREE SURVEY

RES FLOWER MOUND
Lot 1, Block A
RES FLOWER MOUND
18.852 Acres
in the
W. W. MALONE SURVEY, ABSTRACT NO. 855
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

W. MALONE SURVEY, ABSTRACT NO. 855
TOWN OF FLOWERMOUND
DENTON COUNTY, TEXAS

CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
44 Old Town Blvd., North, Ste. 2 • Arlington, TX 76026 • P: 940.240.1012 • F: 940.240.1028
TBPB Firm No. 1798
TBPB Firm No. 10047700

RES FLOWER MOUND

16248

L2.1

OWNER/DEVELOPER
RESPONSIVE EDUCATION SOLUTIONS
1301 WATER RIDGE DR.
CITY OF LEWISVILLE
Ph. 214-395-2823
Contact: Brian Stevens



TOWN COUNCIL AGENDA ITEM NO. 20

REGULAR ITEM

DATE: August 7, 2017

FROM: Chuck Russell, Town Planner

ITEM: Consider a request for a Site Plan (SP17-0001 - RES Flower Mound) to develop an elementary/secondary school with an exception to the access management policy and criteria regarding deceleration lanes as set forth in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located at the southeast corner of Cross Timbers Road and Flower Mound Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its July 10, 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. However, after the Planning and Zoning Commission packets were completed, staff received an updated site plan that conceptually depicted the future phase (Phase II) of the proposed development. A site plan for Phase II will still need to be approved at a future date. Staff also received updated landscape plans and a tree survey that more accurately reflected the recently amended Tree Ordinance. These updated plans (Attachment 2) were presented at the P&Z meeting, and are being brought forward for consideration by the Town Council.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Site Plan with Phase II, Revised Landscape Plan and Tree Survey

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve a request for a Site Plan (SP17-0001 - RES Flower Mound) to develop an elementary/secondary school with an exception to the access management policy and criteria regarding deceleration lanes as set forth in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 6

DATE: July 10, 2017

FROM: Chuck Russell, Town Planner

ITEM: Consider a request for a Site Plan (SP17-0001 - RES Flower Mound) to develop an elementary/secondary school with an exception to the access management policy and criteria regarding deceleration lanes as set forth in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located at the southeast corner of Cross Timbers Road and Flower Mound Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and, aside from the requested exception, has been found to be in conformance with all applicable Town regulations.

The project has a companion application, Master Plan Amendment MPA16-0012, for consideration on the same agenda. Approval of this site plan request as presented is contingent upon approval of the Master Plan Amendment. The project also has a companion Record Plat application (RC17-0002) 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 the first phase of a new elementary/secondary school campus on approximately 18.85 acres of land. The site plan includes a one-story, 42,722-square-foot school building with 32 classrooms and a one-story, 15,001-square-foot gymnasium with 200 seats. According to the applicant's letter of intent, a high school building will be added in a future phase which will require a separate site plan approval. The elementary/middle school will have an estimated 590 students and the high school will have an estimated 260 students based off of information from the architect. This adds up to a maximum of 850 students. The property is currently zoned as Agricultural District (A) which allows the subject use by right.

Access to the site will be from one entrance on Cross Timbers Road and one entrance on Flower Mound Road. The proposed development is required to provide 99 parking spaces and the site plan contains 107 parking spaces which is within the 20% deviation allowed by the Town's Code. The applicant has provided and staff

has approved a circulation plan for student pick-up and drop-off that utilizes the extensive access drive from Flower Mound Road for queuing (See Attachment B(2)).

The site is located within the Cross Timbers Conservation Development District (CTCDD) Area Plan in the Town's Master Plan and the proposed use is in compliance with the Town's Master Plan. However, the applicant is requesting a companion Master Plan Amendment in order to provide wastewater service to the site (See MPA16-0012). The subject property is not currently located within the Long Prairie Wastewater Service District Map. The alternative would be to construct a septic system for the school that would likely encumber the portion of the site set aside for the future high school expansion.

The landscape plan shows the areas planned for landscaping which are in compliance with the Town's Land Development Regulations. The plan depicts a 25-foot compatibility buffer, six-foot masonry wall, and 60-foot building setback along the entire southern and eastern property boundaries and a 50-foot landscape buffer along Cross Timbers Road complete with a trail. The proposed building elevations and materials meet the intent of the Urban Design Plan.

A. Exception to Access Management Policy and Criteria Regarding Deceleration Lanes

The applicant is requesting an exception to the access management requirement of a right turn lane at a median opening for non-residential uses at the proposed northbound Flower Mound Road median opening. According to the applicant, there is an existing gas transmission line along the southern property with two large corrals housing gas valves. These corrals would have to be relocated in order to install a right turn lane, if feasible, and at a great expense which would render the relocation cost prohibitive. Also, the property to the south would have to grant the Town ROW since the right turn lane will extend to the south past the subject property line. Staff has reviewed the request and has no objections.

On May 2, 2017, the Environmental Conservation Commission (ECC) reviewed an application for a tree removal permit for seven (7) specimen trees on the subject property and recommended approval. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the May 2, 2017, ECC meeting is:

<http://flowermoundtx.swagit.com/play/05022017-1356/5/>

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

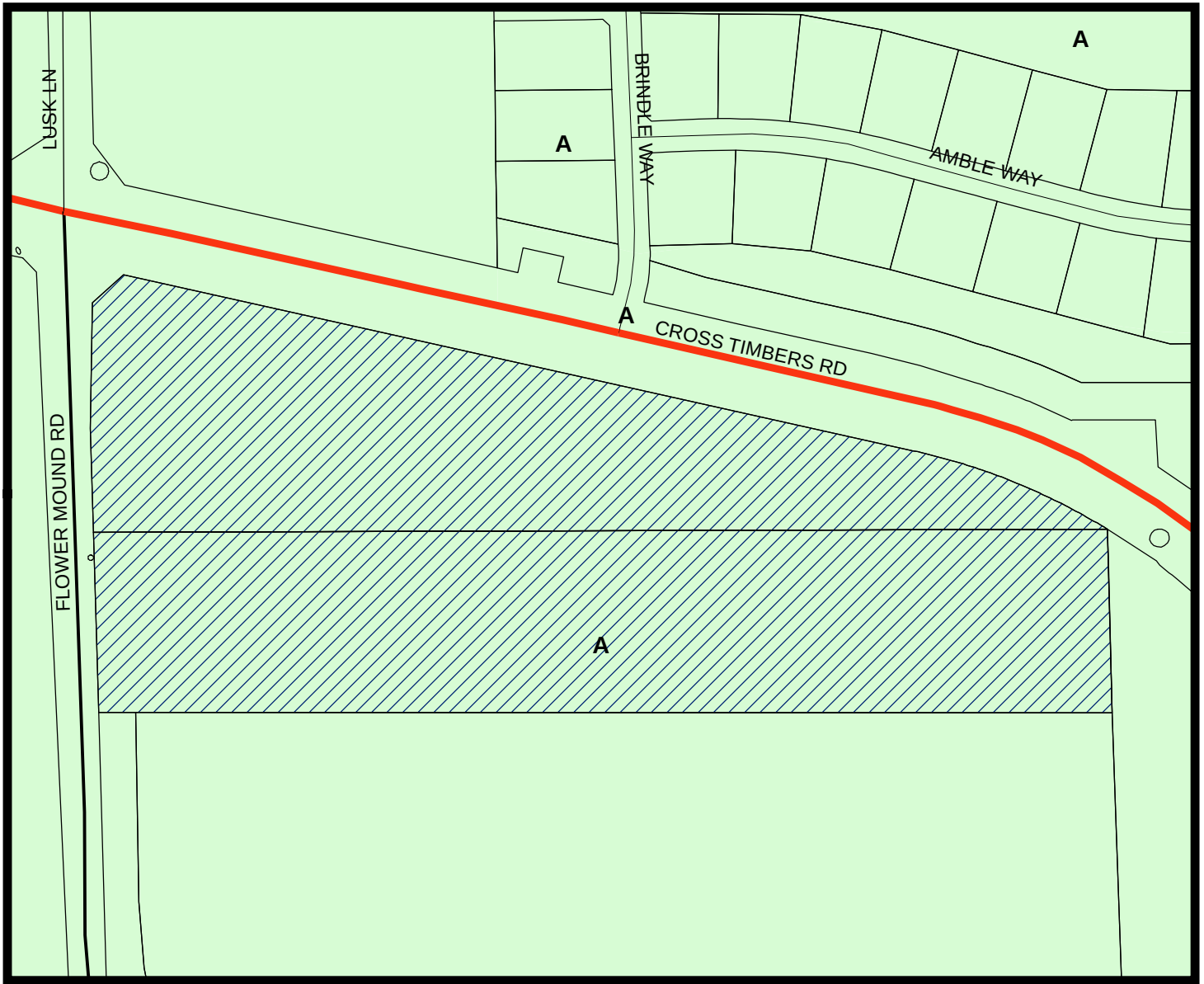
B. Application Details

1. Site Plan Package
2. Circulation Plan



Vicinity Map

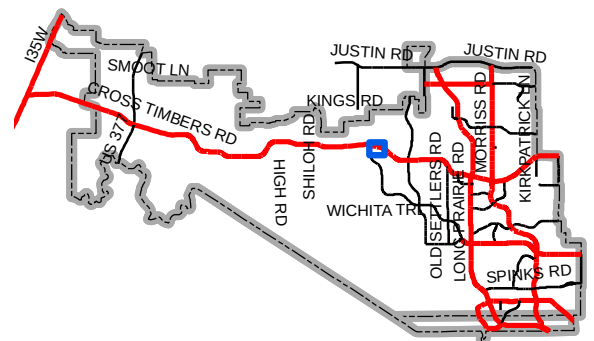
Reference Project: RC17-0002 & SP17-0001



LEGEND

 Agriculture

 Subject Property



Map Location



June 5, 2017

Mr. Doug Powell
Executive Director of Development Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: RES Flower Mound – Record Plan and Site Plan Applications
G&A Job Number 16248**

Dear Doug:

Please accept this letter, on behalf of Responsive Education Solutions, as an explanation of the proposed applications. We are submitting, for review and approval, a Record Plat and Site Plan Application for a new school campus development. The property is approximately 18.852 acres and is located at the southeast corner of the intersection of FM 1171 and Flower Mound Road.

The first phase will consist of 2 buildings: 1) elementary and secondary school building; and 2) a gymnasium building. The second phase will be a high school building to complete the campus. The elementary/middle school building will have 32 classrooms, the high school will have 18 classrooms, and the gymnasium will have 200 seats.

The first phase will consist of 107 parking spaces, including 8 handicap spaces. There is currently a median break in FM 1171 that will be utilized in the first phase and one will be created on Flower Mound Road. The current site plan application is only for the first phase and we will come back in the future with an amended site plan application for the high school building.

We are respectfully requesting an exception to the access management requirement of a right turn lane at a median opening for non-residential uses, in this case being at the proposed northbound Flower Mound Road median opening. There is an existing gas transmission line along the southern property with two large corrals housing gas valves. These corrals would have to be relocated in order to install a right turn lane, if feasible, and at a great expense which would render the relocation cost prohibitive. Also, the property to the south would have to grant the Town ROW since the right turn lane will extend to the south past the RES property line.

Please feel free to contact me if you have any questions or comments regarding this submittal.

Sincerely,

Josh Barton, E.I.T.

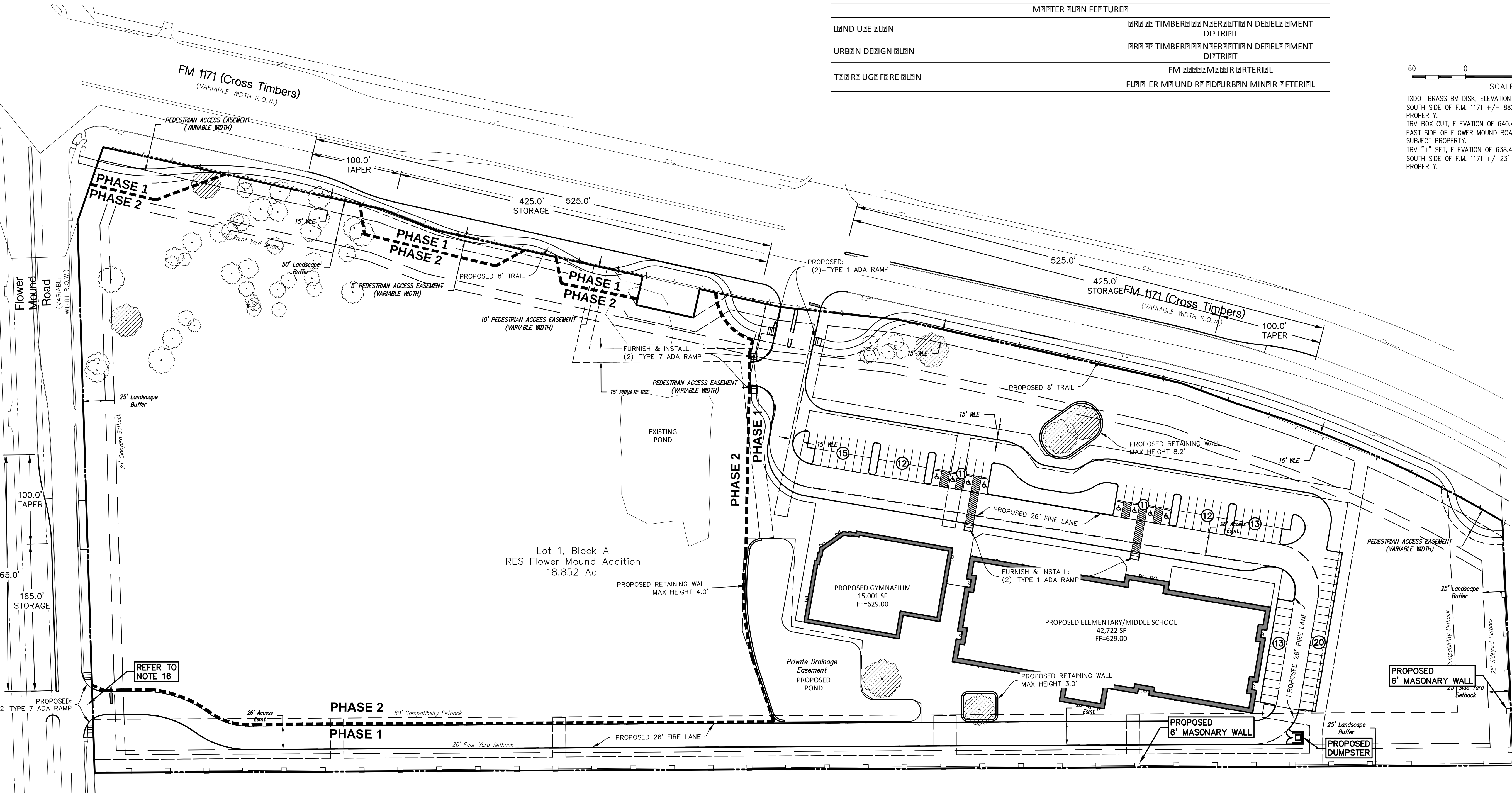
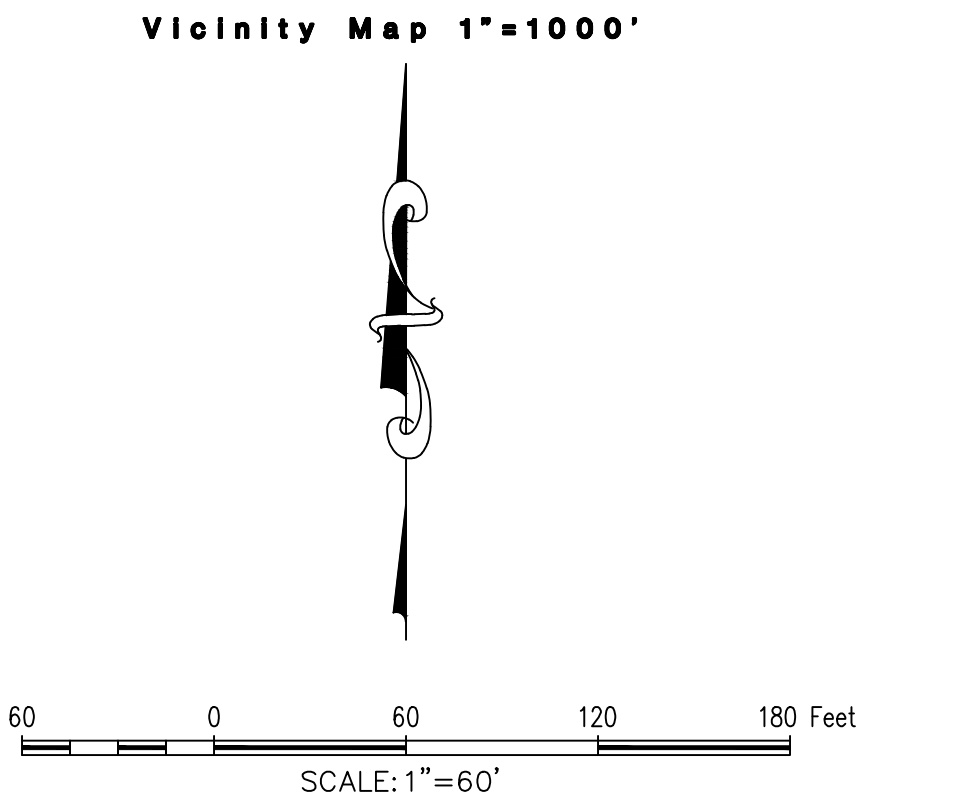
cc. Mr. R. Von Beougher, P.E.
Mr. Brian Stevens

Z:\2016\16248\PDFs & Submittals\FP & Const. Plans\2017.06.05 5th Submittal - Site Plan\2017.06.05 LOI.docx

1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.
2. TYPICAL PARKING SPACE DIMENSIONS ARE 9' X 17.5' (FACE OF CURB).
3. ALL RADII ALONG FIRE LANES ARE MINIMUM OF 25' (FACE OF CURB).
4. ALL MATERIALS, CONSTRUCTION, TESTING AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF FLOWER MOUND DESIGN CRITERIA, CONSTRUCTION STANDARDS, CONSTRUCTION DETAILS, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CENTRAL TEXAS.
5. ALL SIDEWALKS, ESTABLISHED VEGETATION, SCREENING WALLS, FENCES, AND ALL REQUIRED APPURTENANCES MUST BE CONSTRUCTED AS REQUIRED BY APPROVED CONSTRUCTION PLANS BEFORE SCHEDULING ANY FINAL INSPECTION.
6. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING. RETAINING WALL MAX HEIGHT DOES NOT INCLUDE FOOTER.
7. 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.
8. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
9. STOP LINES ARE TO BE 4-FOOT BEHIND THE CROSSWALKS.
10. A SEPARATE RETAINING WALL PERMIT THROUGH BUILDING INSPECTIONS IS REQUIRED PRIOR TO CONSTRUCTION FOR RETAINING WALLS THAT ARE OVER 4' IN HEIGHT MEASURED FROM TOP OF WALL TO BOTTOM OF FOOTING.
11. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
12. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
13. 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.
14. FUTURE PHASE WILL REQUIRE SITE PLAN APPROVAL.
15. TRUNCATED DOMES ARE TO BE NO FURTHER THAN 5' FROM THE TRAVEL WAY.
16. SOUTHWESTERN DRIVE AND MEDIAN OPENING SHALL BE ACCESSIBLE TO PROPERTY TO THE SOUTH IF IT SHOULD EVER BECOME NON-RESIDENTIAL AND A MUTUAL ACCESS AGREEMENT IS REACHED.
17. PERIMETER LANDSCAPING, ENTIRE 8' TRAIL ALONG 1171, AND ALL PROPOSED SIDEWALK ALONG FLOWER MOUND ROAD SHALL BE INSTALLED WITH PHASE 1.

L E G E N D		
C.R.F.	Capped Rebar Found	Overhead Power Lines
C.R.S.	Capped Rebar Set	Down Guy Wire
C.M.	Control Monument	443 Existing Contours
Mon.	Monument	445 Proposed Contours
BM	Benchmark	Concrete Pavement
FH	Fire Hydrant	Asphalt Pavement
WM	Water Meter	Wood Fence
WV	Water Valve	Chain Link Fence
W/L	Water Line	Wire Fence
ICV	Irrigation Control Valve	Masonry Wall
SSMH	Sanitary Sewer Manhole	Existing Tree
CO	Sanitary Sewer Cleanout	(FL) Flowline
UP	Utility Pole	Centerline of Creek, Swale, or Waterway
LP	Light Pole	Creek, Swale, or Waterway Embankment
TC	Top of Curb	
TP	Top of Pavement	
U.E.	Utility Easement	
D.E.	Drainage Easement	
B.L.	Building Line	
R.O.W.	Right-of-Way	
D.R.	Deed Records	
P.R.	Plat Records	
M.R.	Map Records	
C.O.A.	Control of Access	

SITE DATA TABLE	
PROPERTY ADDRESS	FM 1171 AND FLOWER MOUND ROAD
GRID SITE AREA	22,722 SF
NET SITE AREA	22,722 SF
ZONING	RG-1 (GENERAL)
CURRENT USE	RESIDENTIAL
PROPOSED USE	RESIDENTIAL
LOT DIMENSION DATA	
BUILDING SETBACK	25'
IMPERVIOUS AREA	22,722 SF
PERVIOUS AREA	22,722 SF
PERFORMING SUMMARY	
REQUIRED ELEMENTS	22,722 SF
REQUIRED GROUND	22,722 SF
REQUIRED TABLE	
PROPOSED PERFORMING	22,722 SF
PROPOSED PERFORMING	22,722 SF
BUILDING DATA	
PROPOSED ELEMENTS	MIDDLE SCHOOL
NUMBER OF FLOORS	2
HEIGHT	22,722'
MEAN HEIGHT	22,722'
TOTAL SQUARE FOOTAGE	22,722 SF
PROPOSED GROUND	
NUMBER OF FLOORS	2
HEIGHT	22,722'
MEAN HEIGHT	22,722'
TOTAL SQUARE FOOTAGE	22,722 SF
MASTER PLAN FEATURES	
LAND USE PLAN	RG-1 (GENERAL) DEVELOPMENT DISTRICT
URBAN DESIGN PLAN	RG-1 (GENERAL) DEVELOPMENT DISTRICT
TRAFFIC IMPROVEMENT	FM 1171 AND FLOWER MOUND ROAD



REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date _____
Town of Flower Mound
Engineering Services

OWNER/DEVELOPER
RESPONSIVE EDUCATION SOLUTIONS
1301 WATER RIDGE DR.
CITY OF LEWISVILLE
Ph. 214-395-2823
Contact: Brian Stevens

SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 76057 • P: 972-486,9712 • F: 972-486,9715
144 Old Town Road • Lewisville, TX 76057 • P: 972-486,9712 • F: 972-486,9715
TSPS Firm No. 1736 TSPS Firm No. 10047700

RES FLOWER MOUND
Lot 1, Block A
RES FLOWER MOUND
18.852 Acres
in the
W. MALONE SURVEY, ABSTRACT NO. 855
J. J. MALONE SURVEY, ABSTRACT NO. 857
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

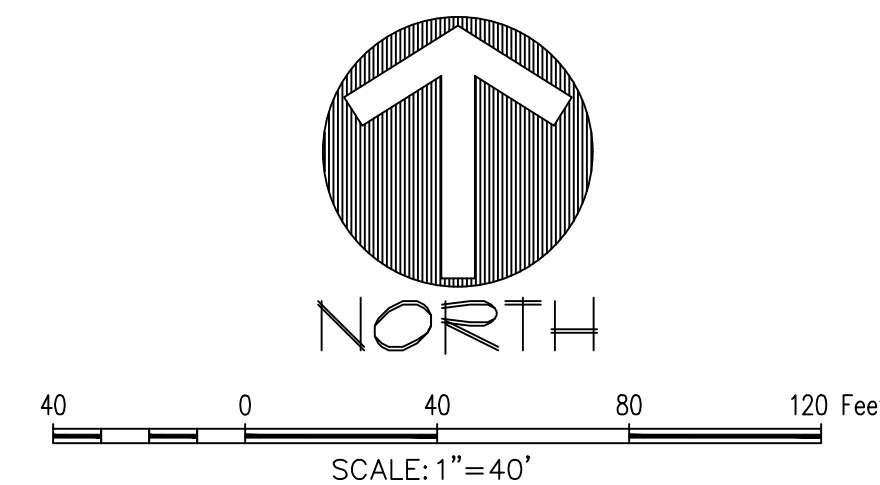
SITE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. G&A CONSULTANTS, F-1798 R. VON BEOUGH, P.E. #69087 DATE 6/1/2017

Drawn By: AM
Date: 1/17/2017
Scale: 1"=60'
Revisions:
04/11/2017
05/09/2017
05/31/2017
06/01/2017

16248

C4



STREET BUFFER (88 CREDITS)
1468, 1468, 1471, 1472A, 1472B, 1472C, 1473A, 1473B, 1474A,
1474B, 3946, 3947, 3948, 3949, 3950, 3951, 3952, 3953,
3955, 3956, 3971, 3972, 3973, 3974, 3975

STREET BUFFER (24 CREDITS)
3941, 3942, 3944, 3945, 3957, 3954

OWNER/DEVELOPER
RESPONSIVE EDUCATION SOLUTIONS
1301 WATER RIDGE DR.
CITY OF LEWISVILLE
Ph. 214-395-2823
Contact: Brian Stevens

16248

L1.0

RES FLOWER MOUND
 Lot 1, Block A
RES FLOWER MOUND
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 in the
W. MALONE SURVEY, ABSTRACT NO. 855
TOWN OF FLOWERMOUND
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

GA

SITE PLANNING CIVIL ENGINEERING PLANNING

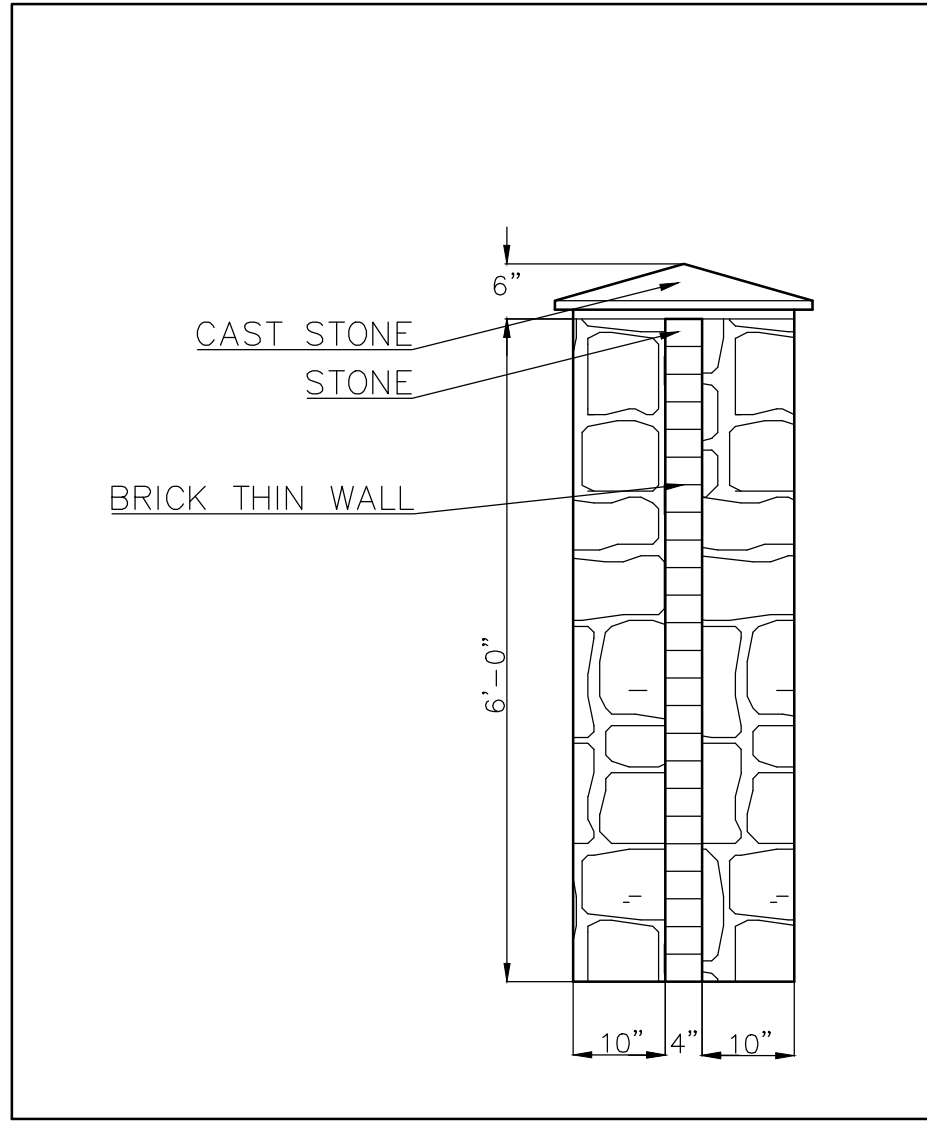
CONSULTANTS, LLC

LAND SURVEYING LANDSCAPE ARCHITECTURE

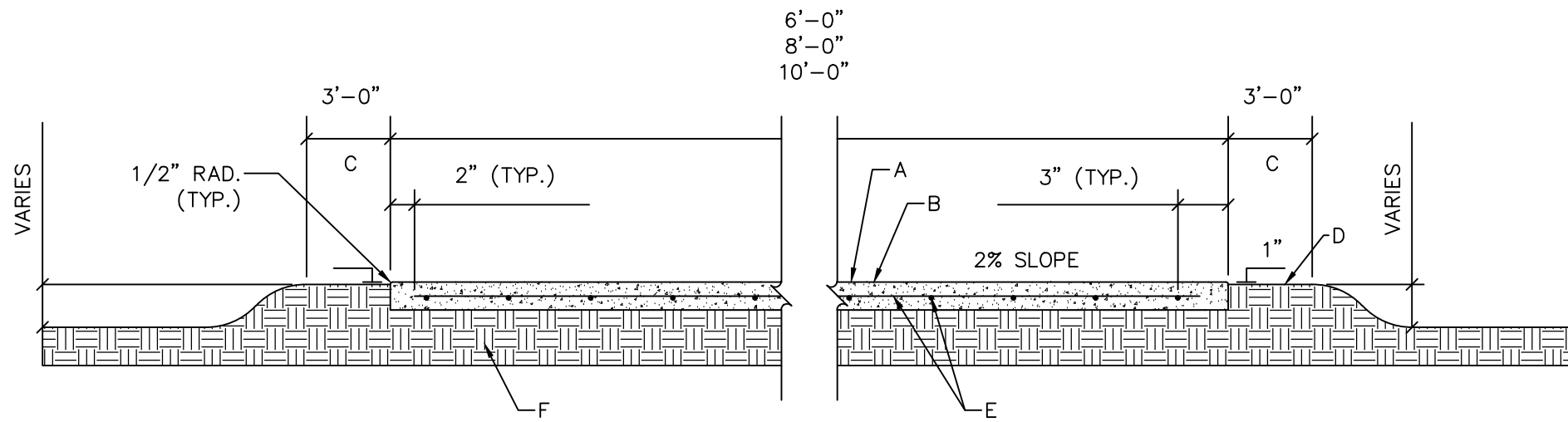
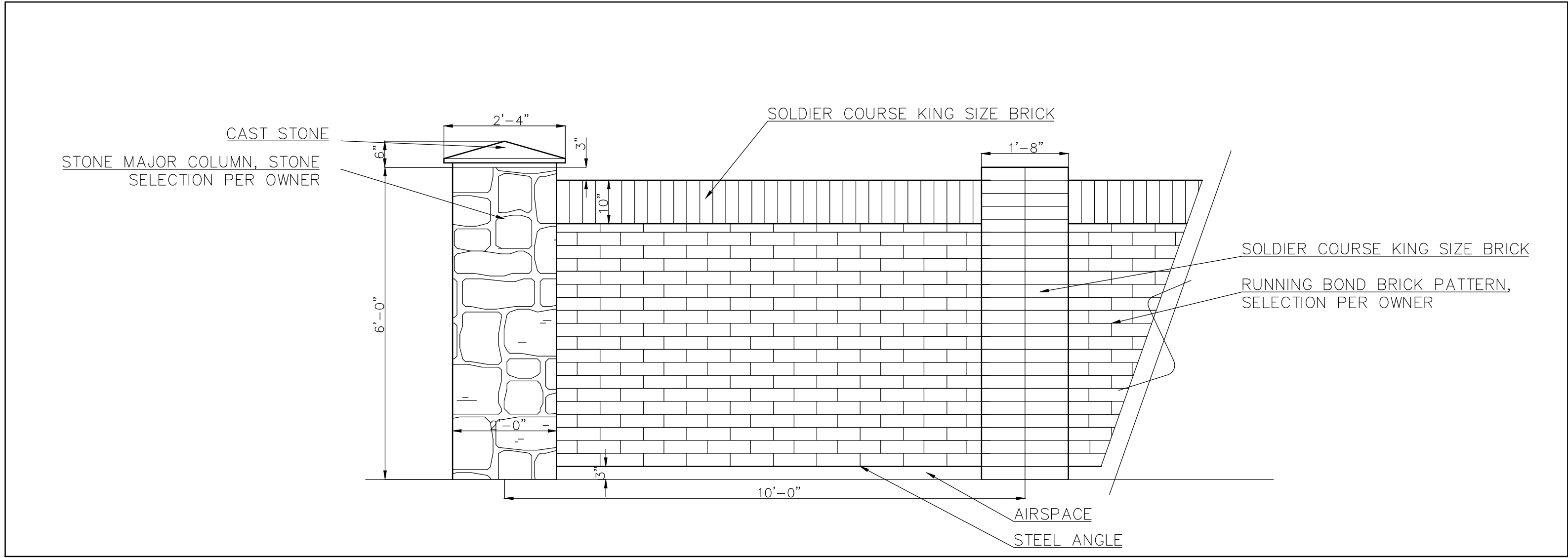
11 Hasting Drive • Lewisville, TX 74857 • P. 972.438.9719 • F. 972.438.9716
44 Old Town Blvd. North, Ste. 2 • Argyle, TX 76226 • P. 940.244.9192 • F. 940.244.9238
TBEF Firm No. 1736
TBPAS Firm No. 1047700

RES FLOWER MOUND

File: Z:\2016\16248\Drawings\JP & Const Plans\SHEETS\16248 LS



1 WALL DETAIL
SCALE: NOT TO SCALE



CONCRETE TRAIL SECTION

GENERAL NOTES:

- GRADE TRAIL WITH DRAINAGE SWALES ON BOTH SIDES AND DIVERT FLOWS UNDER TRAIL SECTIONS WITH PVC WHEN NEEDED. DO NOT GRADE TRAIL OR LOCATE TRAIL IN SITUATIONS THAT IT WILL RECEIVE FLOWS OVER THE TRAIL.
- THE MATERIALS AND WORKMANSHIP FOR CONCRETE PAVING SHALL BE IN ACCORDANCE WITH N.C.T.C.O.G. SPECIFICATIONS AS MODIFIED BY THE TOWN OF FLOWER MOUND.
- CONSTRUCTION JOINT SPACING SHALL BE WIDTH OF PAVING.
- CONSTRUCTION JOINTS AT LOCATIONS WHERE TRAIL AND WALL ARE MONOLITHIC SHALL HAVE THE JOINT CONTINUOUS ACROSS THE TRAIL, TOP OF WALL, AND FACE OF WALL.
- DO NOT ASSUME A CUT AND FILL BALANCE. INSTALL TRAIL ALONG EXISTING GRADE WHEREVER POSSIBLE. CREATE DRAINAGE SWALES AND CONDUIT UNDER TRAIL WHEN NECESSARY TO AVOID DRAINING OVER THE TRAIL. HOLD TO 2% CROSS SLOPE FOR DRAINAGE AND NO MORE THAN 5% SLOPE ALONG TRAIL ALIGNMENT.

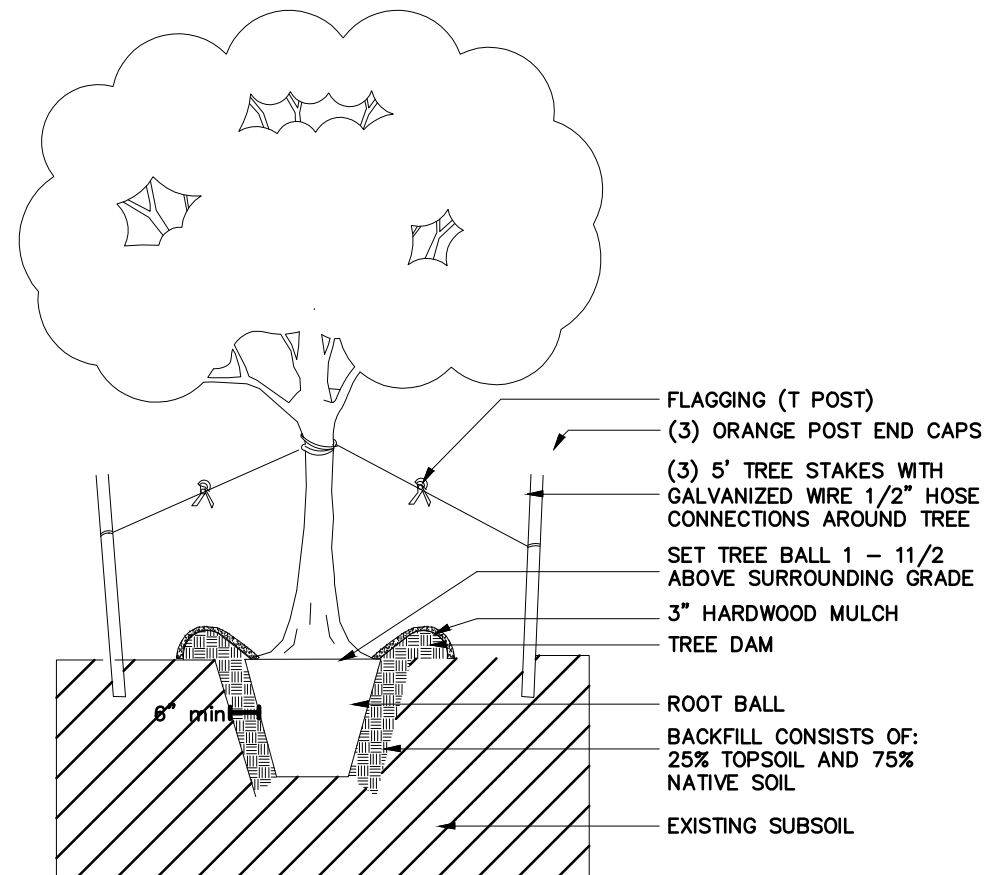
CONSTRUCTION NOTES:

- 5 1/2" THICK 3600 PSI CONCRETE TRAIL
- HEAVY BROOM FINISH
- RESEED ALL DISTURBED AREA WITH APPROPRIATE SEASONAL GRASS
- FINISH GRADE
- #3 BARS 1'-6" O.C. (MAX.) BOTH WAYS
- COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

DOWELED EXPANSION JOINTS

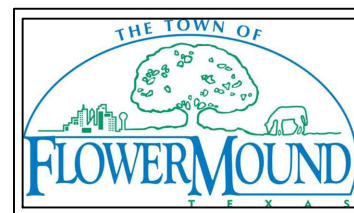
GENERAL NOTES:

- LOCATE DOWELED EXPANSION JOINTS ON:
 - 30' CENTERS (MAX) FOR 6' TRAIL
 - 40' CENTERS (MAX) FOR 8' TRAIL
 - 50' CENTERS (MAX) FOR 10' TRAIL
- USE #4 SMOOTH DOWEL 1'-6" LONG & LUBRICATED ON ONE END.
 - 4 PER JOINT FOR 6' TRAIL @ 1'-6" O.C. WITH CAP.
 - 5 PER JOINT FOR 8' TRAIL @ 1'-6" O.C. WITH CAP.
 - 6 PER JOINT FOR 10' TRAIL @ 1'-6" O.C. WITH CAP.
- INSTALL REDWOOD EXPANSION JOINT 1/2" BELOW FINISHED GRADE OF TRAIL. FILL DOWELED EXPANSION JOINTS WITH SILICONE JOINT SEALANT DOW CORNING 890 SL, OR APPROVED EQUAL, GREY IN COLOR.



2 TREE STAKING DETAIL
SCALE: NOT TO SCALE

3 TRAIL DETAIL
SCALE: NOT TO SCALE



PARKS & RECREATION CONSTRUCTION DETAILS
6'-0", 8'-0", 10'-0" WIDE
MULTI-USE CONCRETE TRAIL
NOT TO SCALE

DATE: OCT 2009
SHEET 1 OF 3
SHEET: P-1

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 6/1/2017

Drawn By: RLS
Date: 1/17/2017
Scale: 1"=40'
Revisions:
5/4/2017
05/09/2017
05/31/2017
06/01/2017

16248

OWNER/DEVELOPER
RESPONSIVE EDUCATION SOLUTIONS
1301 WATER RIDGE DR.
CITY OF LEWISVILLE
Ph. 214-395-2823
Contact: Brian Stevens

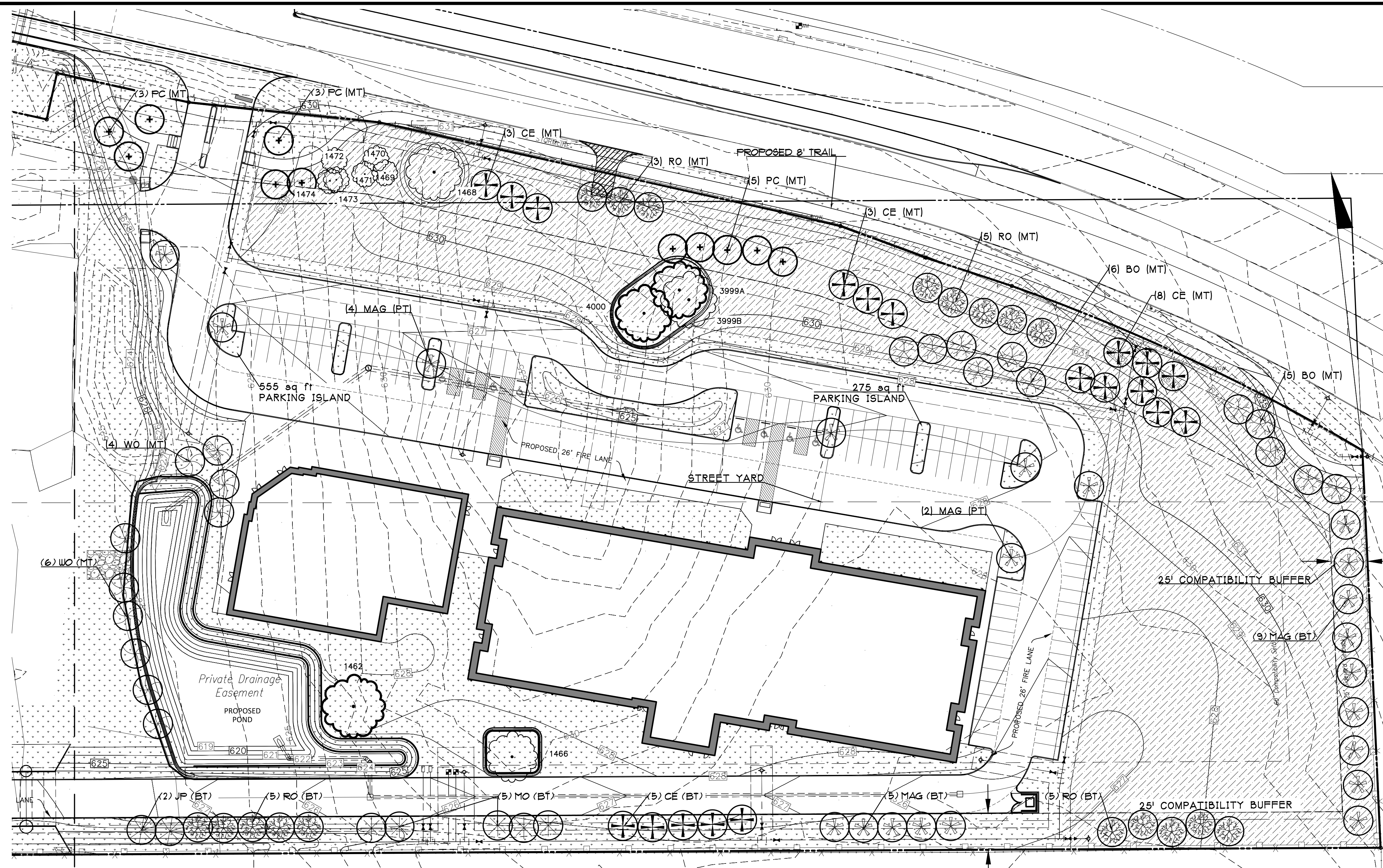
L1.3

RES FLOWER MOUND
Lot 1, Block A
RES FLOWER MOUND
18.852 Acres
in the
W. MALONE SURVEY, ABSTRACT NO. 855
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE DETAILS

SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
11 Hillside Drive - Lewisville, TX 76057 - P: 972-468-9712 - F: 972-468-9715
144 Old Ironsides Lane - Carrollton, TX 75006 - P: 972-468-9712 - F: 972-468-9715
TBE'S Firm No. 1798 TBE'S Firm No. 10947700

RES FLOWER MOUND



LEGEND

- EXISTING TREE

(LO) LIVE OAK
Quercus virginiana

(RO) RED OAK
Quercus texana

(MO) MONTERREY OAK
Quercus polymorpha

(CE) CEDAR ELM
Ulmus crassifolia

(FC) PECAN
Carya illinoensis

(MAG) LITTLE GEM MAGNOLIA
Magnolia grandiflora "LITTLE GEM"

(WO) WATER OAK
Quercus nigra

(JP) JAPANESE BLACK PINE
Pinus thunbergii

(BO) BUR OAK
Quercus macrocarpa

BERMUDA SOD

BERMUDA HYDRO-MULCH

TIFF 419

(BT) BUFFER TREE
(PT) PARKING TREE
(MT) MITIGATION TREE

G&S

**SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC**
LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.8712 • F: 972.436.8715
144 Old Town Blvd. North, Ste. 2 • Argyle, TX 76208 • P: 940.240.1012 • F: 940.240.1028
TBPUS Firm No: 10047700
TBPE Firm No: 1798

RES FLOWER MOUND
Lot 1, Block A
RES FLOWER MOUND
18,852 Acres
 in the
W. MALONE SURVEY, ABSTRACT NO. 855
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

PRELIMINARY PLANS
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BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 6/1/2017

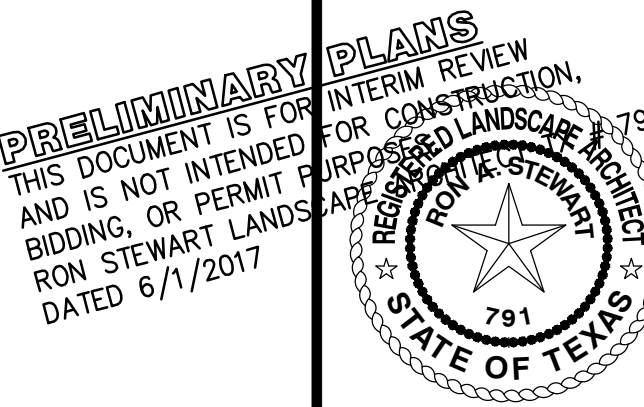
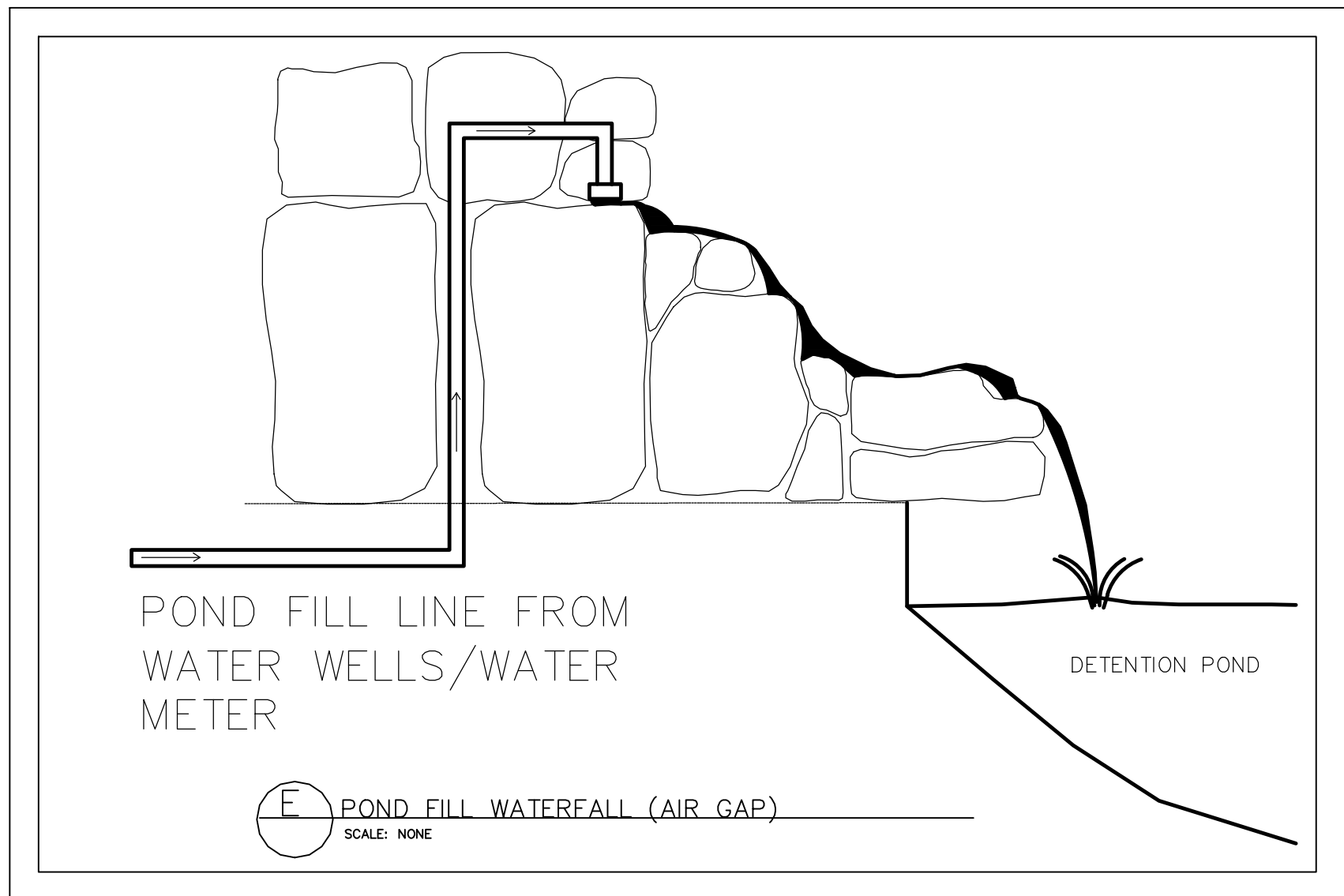
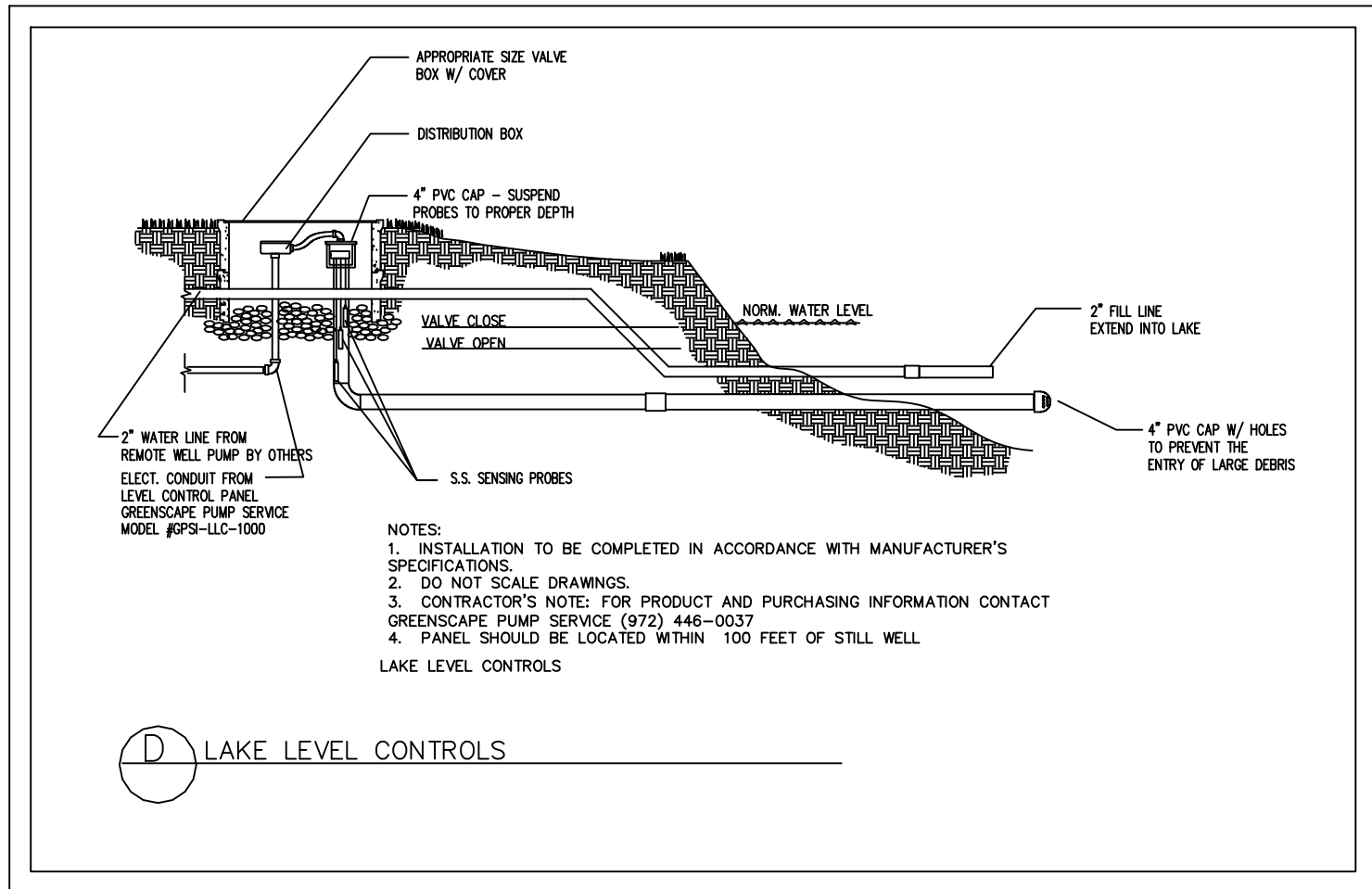
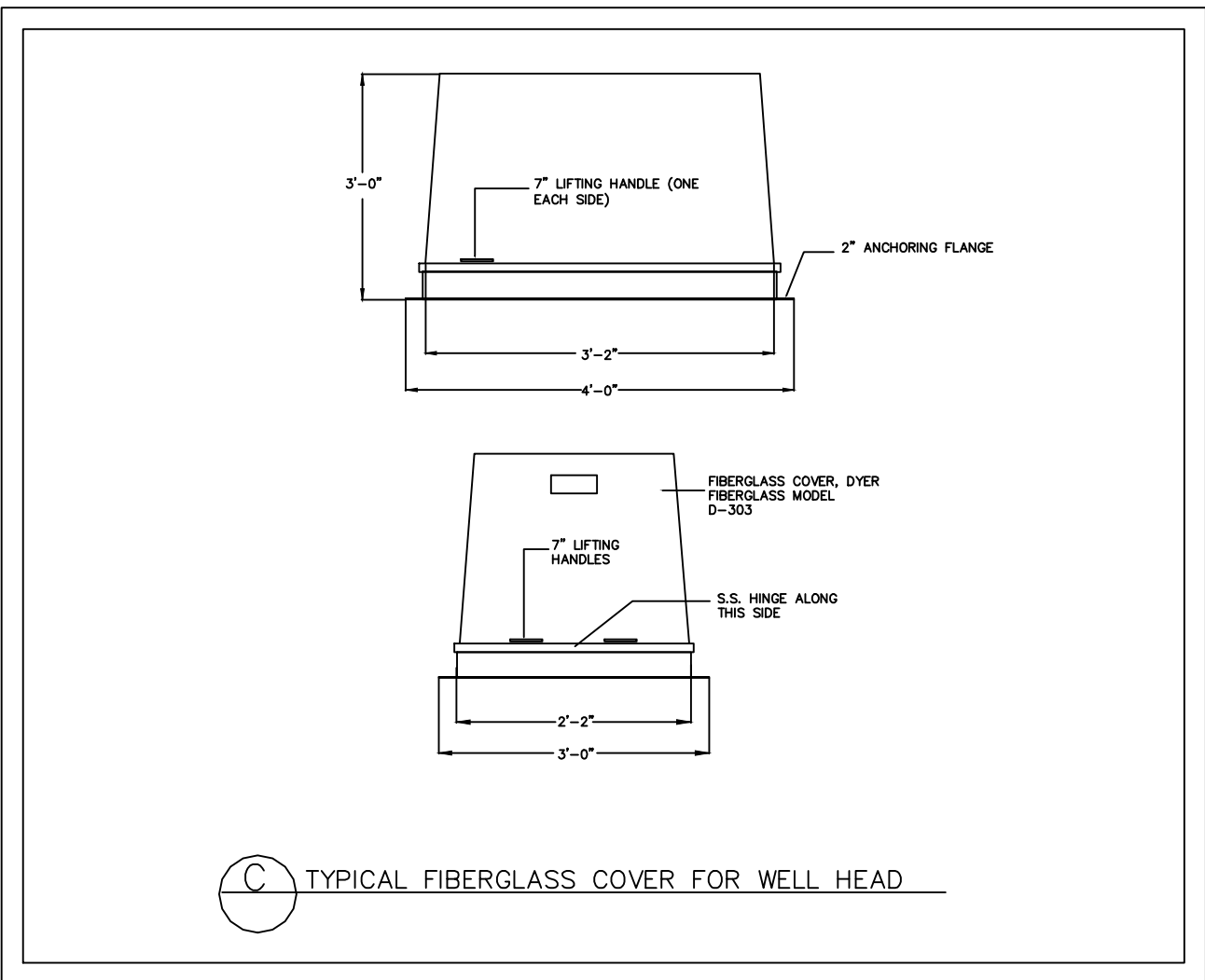
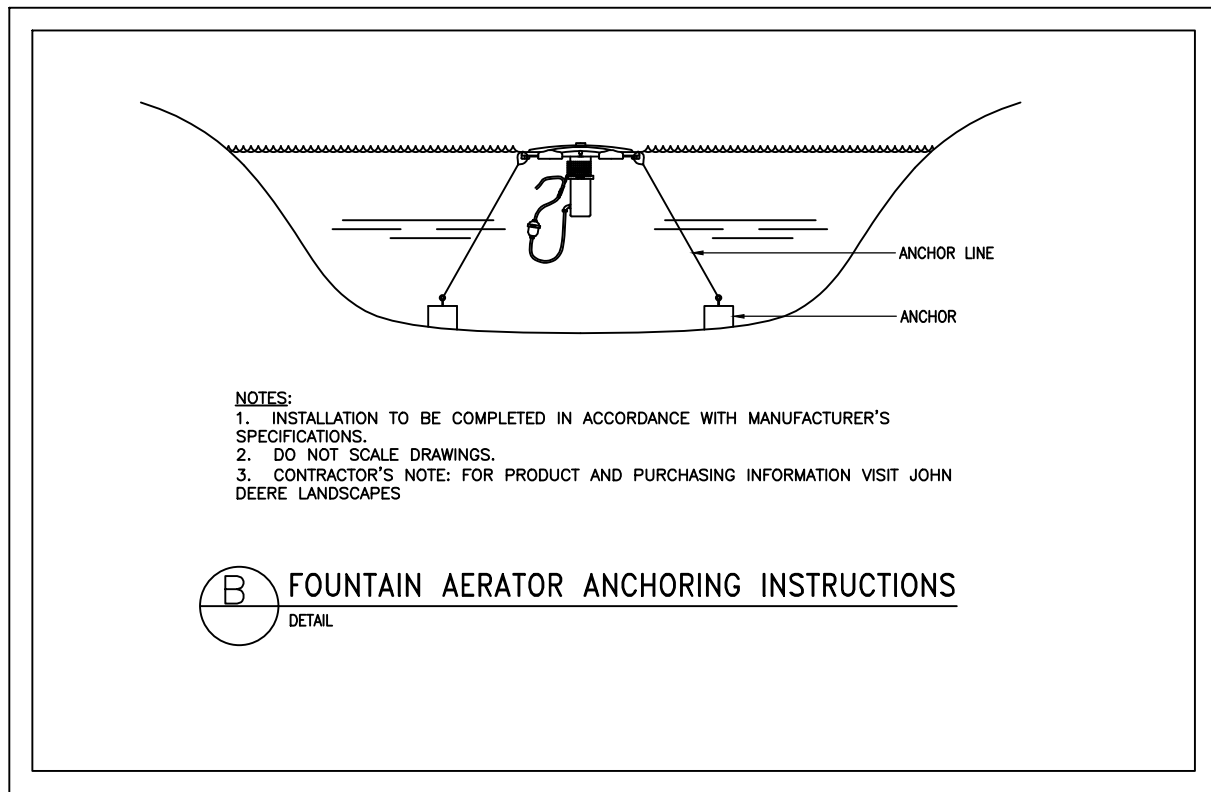
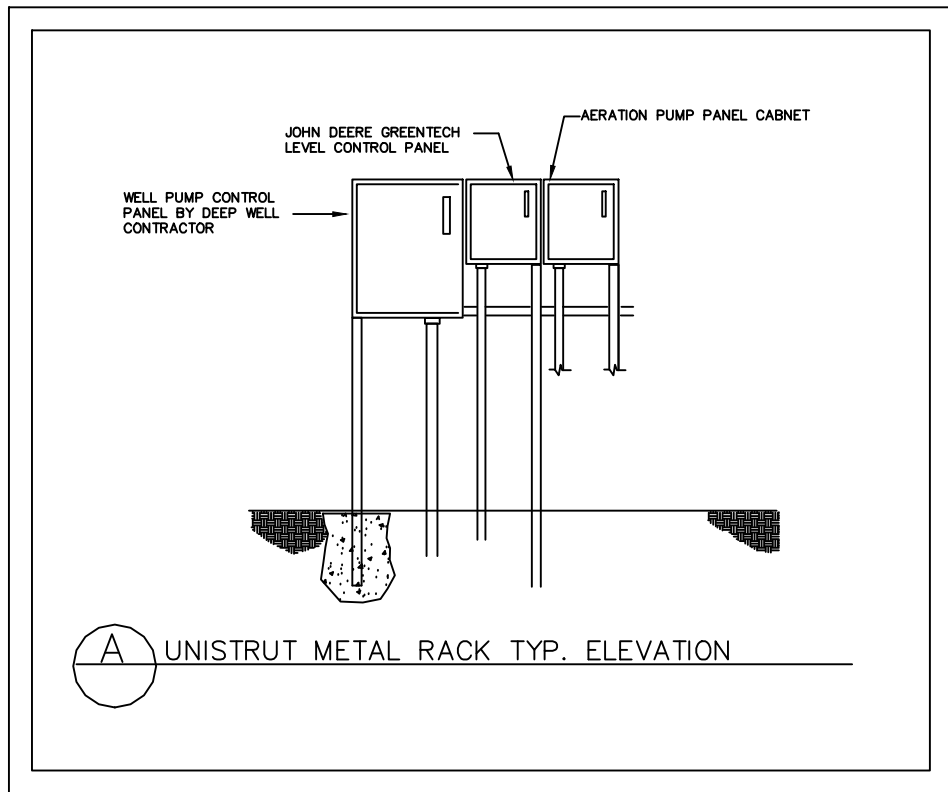
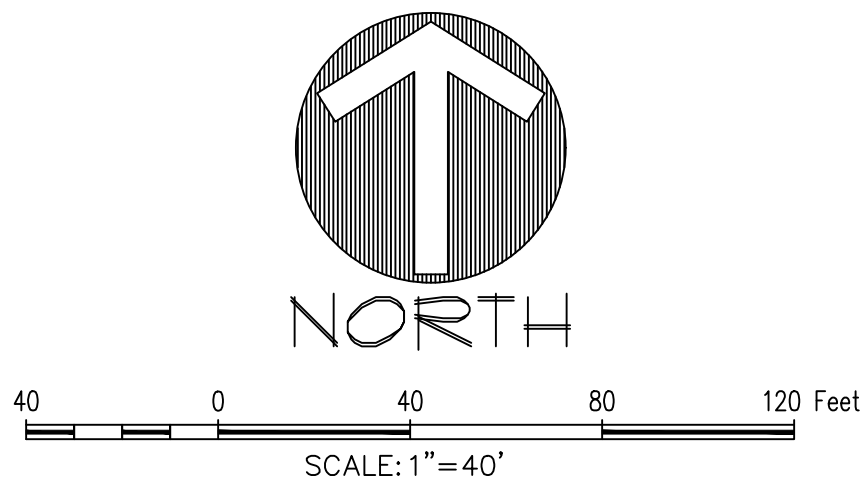
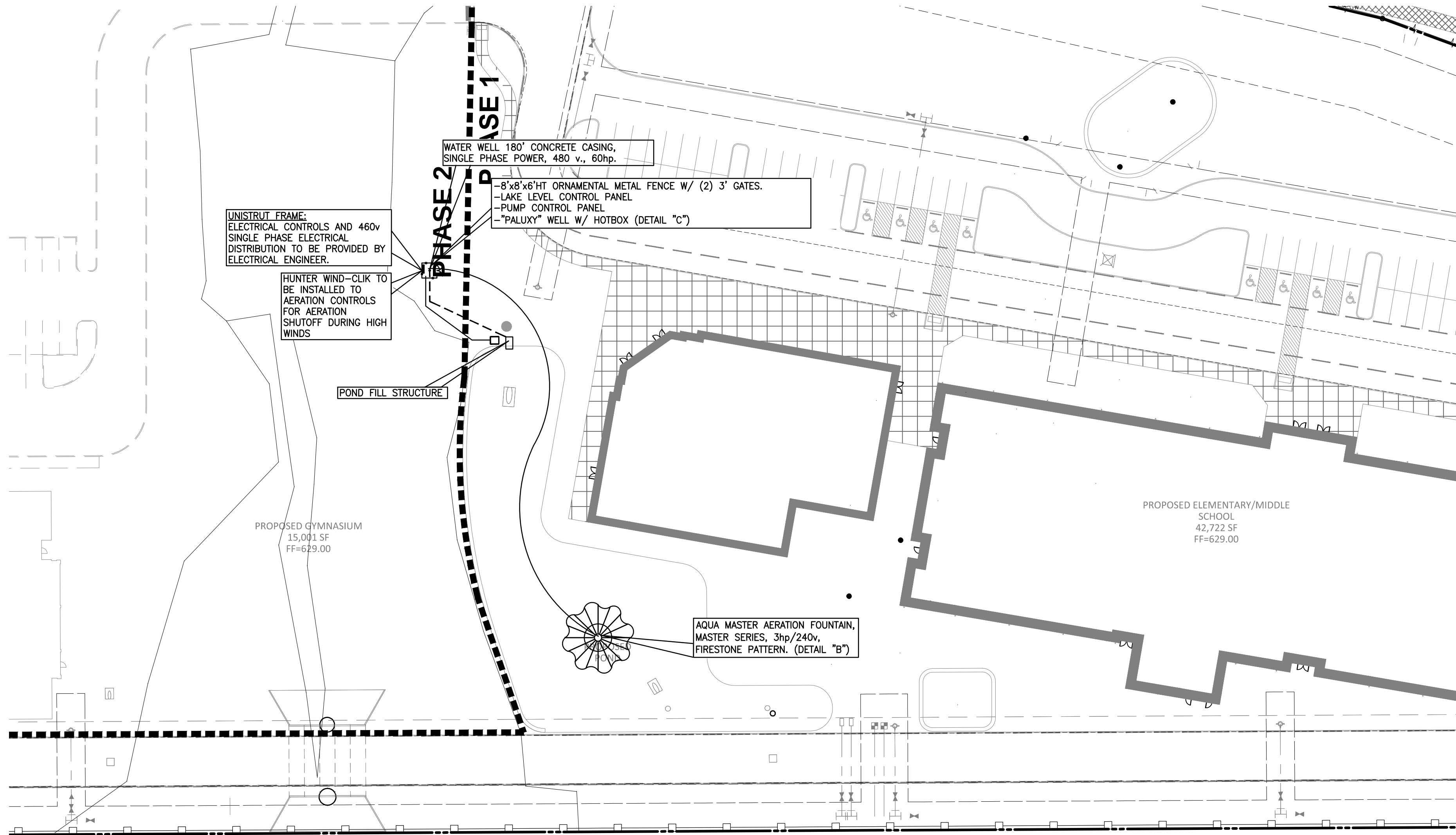


Drawn By: RLS
Date: 1/17/2017
Scale: 1"=40'
Revisions:
5/4/2017
05/09/2017
05/31/2017
06/01/2017

OWNER/DEVELOPER
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1301 WATER RIDGE DR.
CITY OF LEWISVILLE
Ph. 214-395-2823
Contact: Brian Stevens

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L1.1



Drawn By: RLS
Date: 1/17/2017
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16248

L1.3

RES FLOWER MOUND
Lot 1, Block A
RES FLOWER MOUND
18.852 Acres
in the
W. MALONE SURVEY, ABSTRACT NO. 855
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

POND AND FOUNTAIN PLAN

SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive, Lewisville, TX 75057 • P: 972-268-9712 • F: 972-268-9715
144 Old Town Square, Suite 100, Irving, TX 75039 • P: 940-240-1028
TBBE Firm No. 1788 TBBE Firm No. 10847700

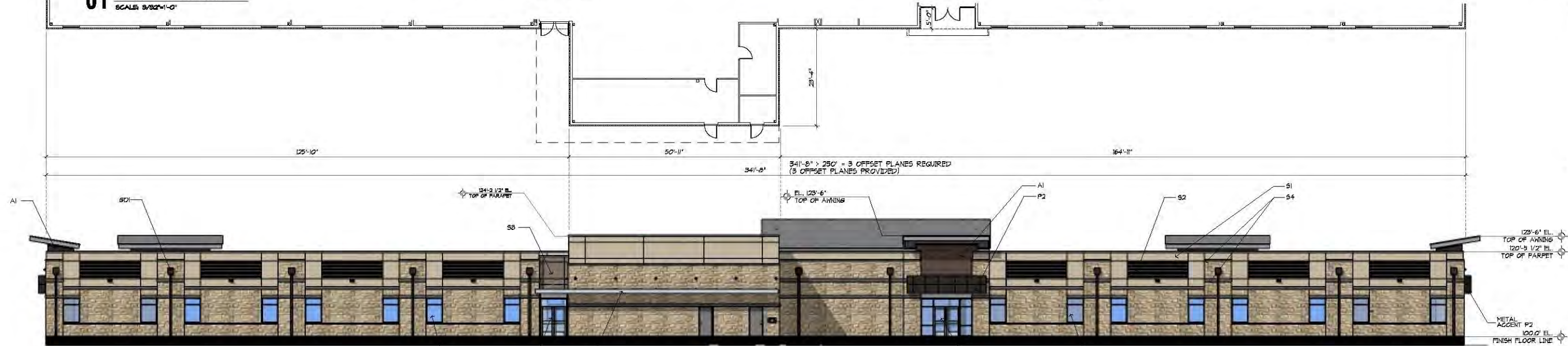
RES FLOWER MOUND

WRIGHT GROUP
ARCHITECTS - PLANNERS, PLLC
1430 S. BROADWAY ST.
CARROLLTON, TEXAS
7 5 0 0 6
(972) 242-1015

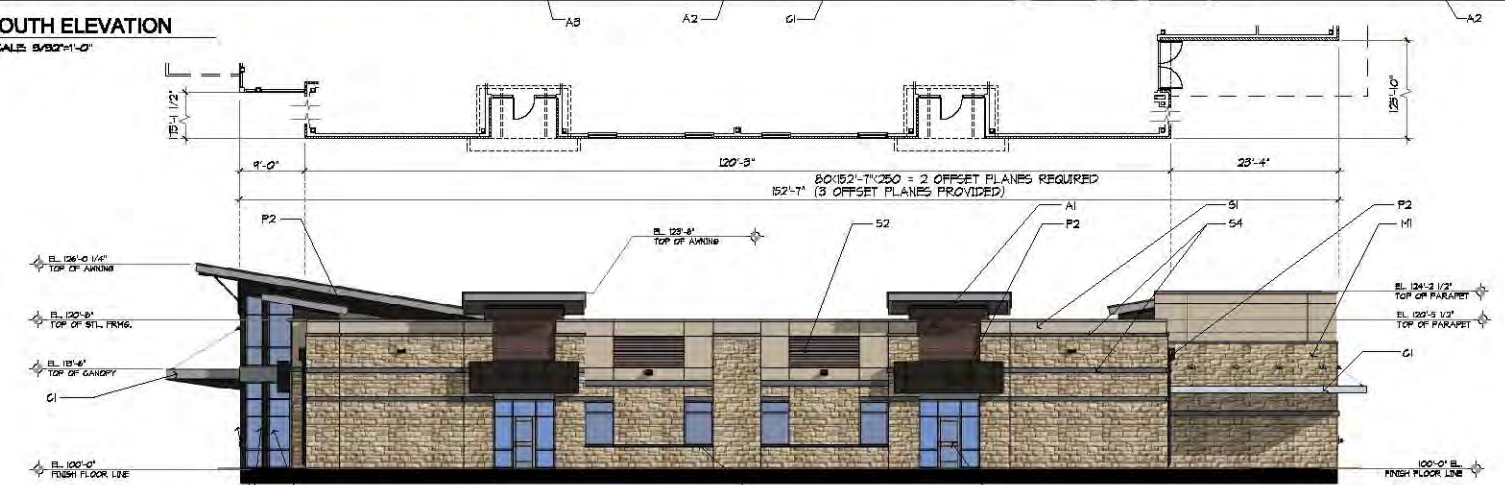
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APPROVAL, PERMITTING,
OR CONSTRUCTION



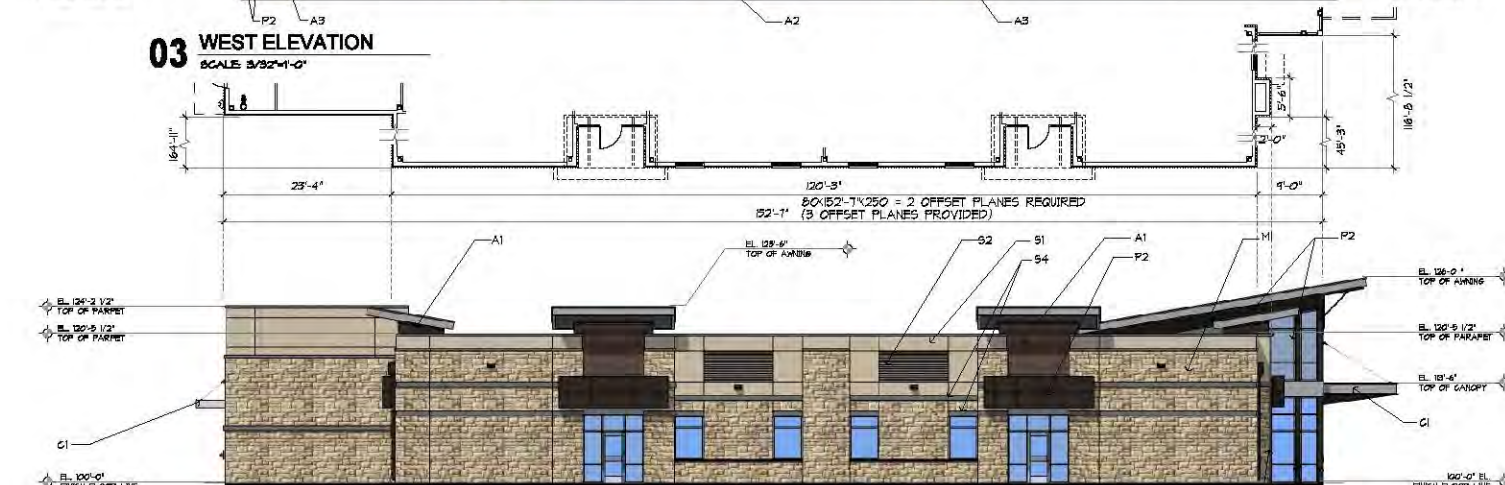
01 NORTH ELEVATION
SCALE: 3/32"=1'-0"



02 SOUTH ELEVATION
SCALE: 3/32"=1'-0"



03 WEST ELEVATION
SCALE: 3/32"=1'-0"



04 EAST ELEVATION
SCALE: 3/32"=1'-0"

EXTERIOR COLOR SCHEDULE		
TAG	MATERIAL	DESCRIPTION
PRIMARY	S1	STUCCO FIELD
SECONDARY	S2	STUCCO ACCENT
PRIMARY	S3	STUCCO ACCENT
SECONDARY	S4	STUCCO TRIM
PRIMARY	M1	MANUFACTURED STONE VENEER
A1	ALUMINUM SIDING	DOWNBOARD 8" V-GROVE, WOOD GRAIN FINISH, DARK CHERRY, CORDONA CHERRY, DARK ASH (80/40/30 BLEND) ALTERNATE: NICHIA, VINTAGE WOOD, REDWOOD, FIBER CEMENT PANEL
A2	ALUMINUM STOREFRONT	CLEAR ANODIZED
A3	ALUMINUM WINDOW FRAME	CLEAR ANODIZED
B01	GUTTER, DOWNSPOUT, DOWNSPOUT BOOT	EXCEPTIONAL METALS, MIDNIGHT BRONZE
R1	STANDING SEAM METAL ROOFING	BERRIDGE, ZINC GRAY
P1	PARAPET CAP MAIN	EXCEPTIONAL METALS, SLATE GRAY
P2	METAL ACCENT	EXCEPTIONAL METALS MIDNIGHT BRONZE
G1	PREFINISHED ALUMINUM CANOPY	CLEAR ANODIZED
G2	EXTRUDED ALUMINUM SUN SHADES	CLEAR ANODIZED
G3	CANOPY ROOF	ZINC PLATED/PONDER COATED TO MATCH, CLEAR ANODIZED
G4	CANOPY ROD ESCUTCHEON	ALUM PLATE, CLEAR ANODIZED

MATERIAL TABULATION CHART				
MATERIAL	NORTH	SOUTH	EAST	WEST
10 TOTAL FACADE S.F.	1062 SF	1089 SF	3061 SF	3061 SF
20 FACADE S.F. (EXCLUDING ROOF AND WINDOWS)	5880 SF	6542 SF	2810 SF	2810 SF
30 DOOR AND WINDOW S.F.	1182 SF	547 SF	230 SF	230 SF
40 PRIMARY MASONRY TOTALS (MIN. 60%)				
THIN VENEER STONE S.F. M1	3014 SF	4326 SF	1468 SF	1468 SF
% OF FACADE - (PRIM)	60 %	61 %	10 %	10 %
CEMENT PLASTER STUCCO S.F. S1, S2, S3, S4	1178 SF	1205 SF	273 SF	273 SF
% OF PRIMARY MASONRY	20 %	18 %	10 %	10 %
50 SECONDARY MASONRY TOTALS (MAX. 20%)				
STUCCO ACCENT S2, S4	163 SF	111 SF	301 SF	301 SF
% OF PRIMARY MASONRY	13 %	12 %	10 %	10 %
ALUMINUM SIDING A1	422 SF	114 SF	268 SF	268 SF
	7 %	9 %	10 %	10 %

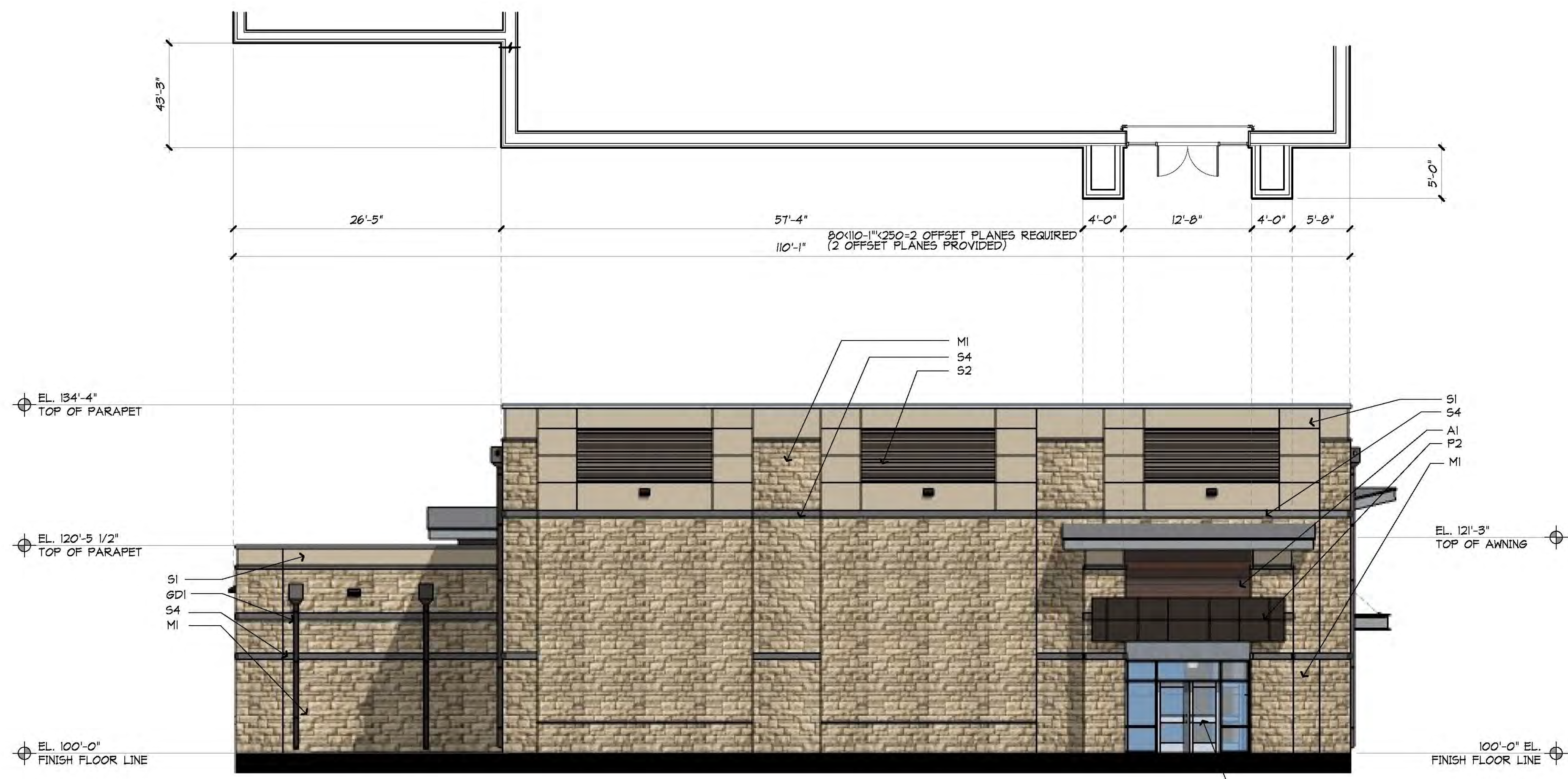
JOB NO. A1602-06 Elementary
DATE: JUNE 2, 2017

SHEET NO.

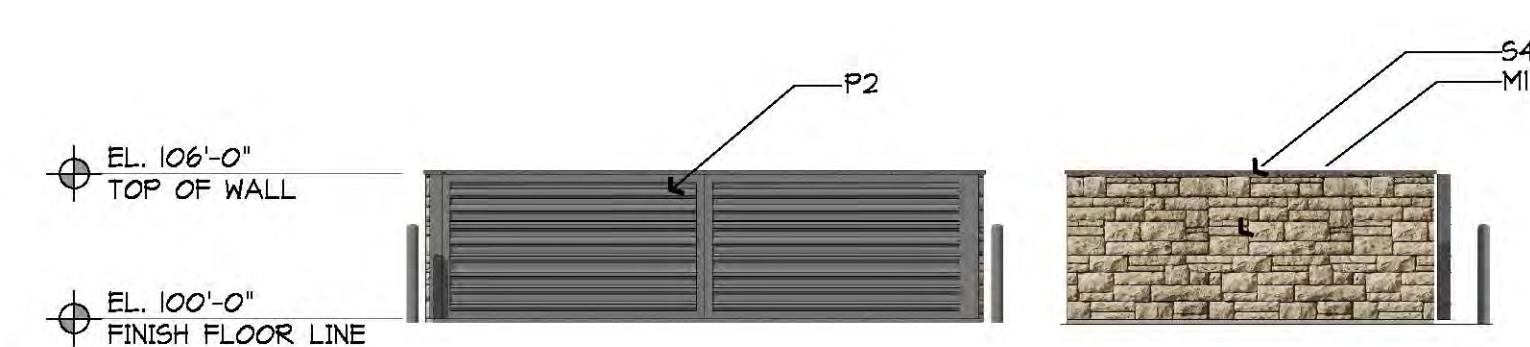
A-401
OF

Responsive Education Solutions
Flower Mound Founders Classical Academy
Elementary
FM 1171 & Flower Mound rd.
Flower Mound, TX. 75022

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION



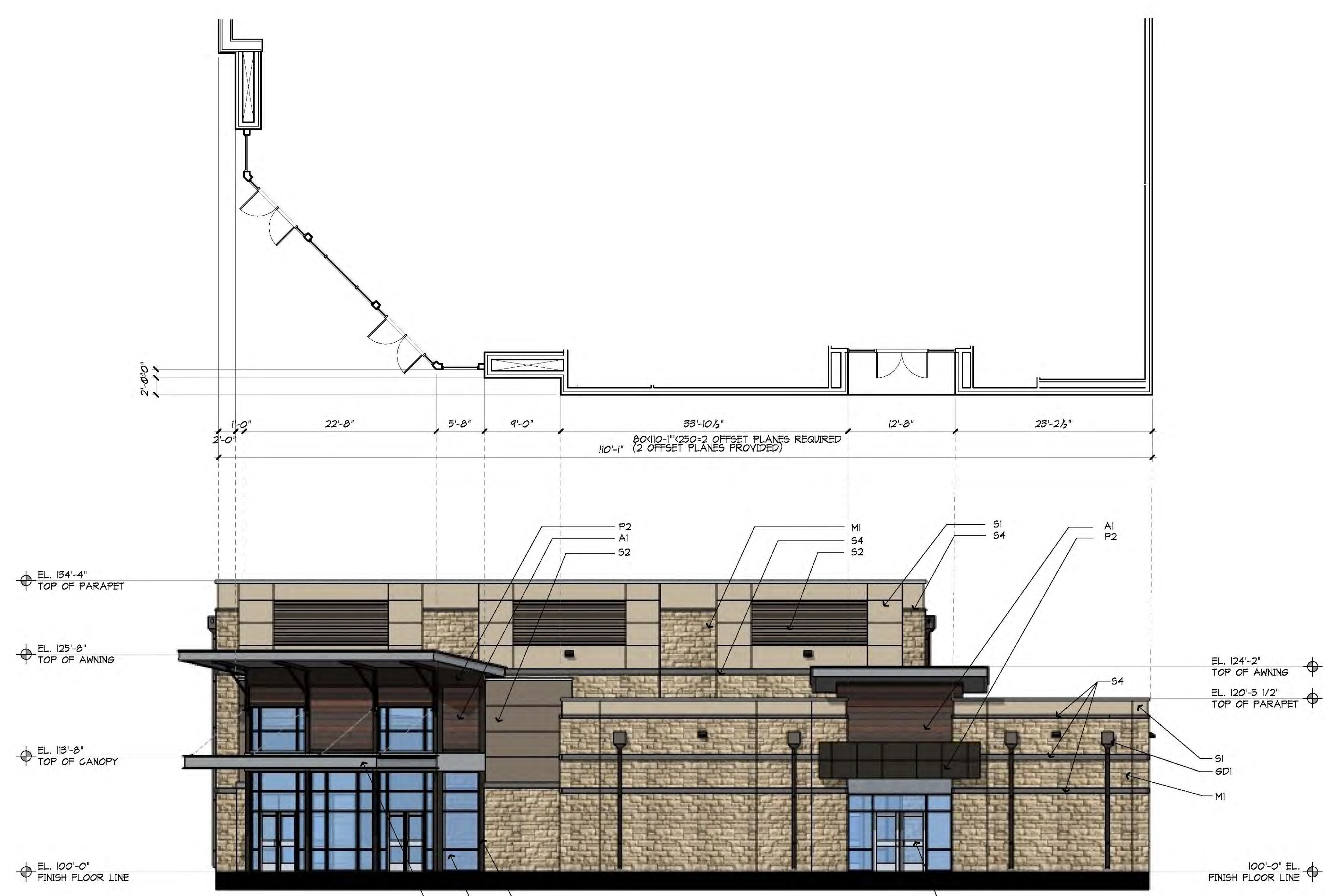
01 EAST ELEVATION
SCALE: 1/8"=1'-0"



03 DUMPSTER ENCLOSURE
SCALE: 1/8"=1'-0"

EXTERIOR COLOR SCHEDULE		
TAG	MATERIAL	DESCRIPTION
S1	STUGGO FIELD	STO 10611, MOONLIT SAND
S2	STUGGO ACCENT	STO 3232, SPECTRAL
S3	STUGGO ACCENT	S-W T048 URBAN BRONZE
S4	STUGGO TRIM	STO 11404, BRUSHED PENTER
M1	MANUFACTURED STONE VENEER	ELDORADO STONE, AUSTIN CREAM
A1	ALUMINUM SIDING	LONGBOARD, 6" V-GROVE, WOOD GRAIN FINISH, DARK CHERRY, COCOBA CHERRY, DARK ASH (50/40/30 BLEND) ALTERNATE: NIGHHA, VINTAGE WOOD, REDWOOD, FIER CEMENT PANEL
A2	ALUMINUM STOREFRONT	CLEAR ANODIZED
A3	ALUMINUM WINDOW FRAME	CLEAR ANODIZED
SD1	GUTTER, DOWNSPOUT, DOWNSPOUT BOOT	EXCEPTIONAL METALS, MIDNIGHT BRONZE
R1	STANDING SEAM METAL ROOFING	BERRIDGE, ZINK GRAY
P1	PARAPET CAP MAIN	EXCEPTIONAL METALS, SLATE GRAY
P2	METAL ACCENT	EXCEPTIONAL METALS MIDNIGHT BRONZE
G1	PREFINISHED ALUMINUM CANOPY	CLEAR ANODIZED
G2	EXTRUDED ALUMINUM SUN SHADES	CLEAR ANODIZED
G3	CANOPY RODS	CANOPY ROD ZINK PLATED/POWDER COATED TO MATCH, CLEAR ANODIZED.
G4	CANOPY ROD ESCUTCHEON	ALUM PLATE, CLEAR ANODIZED

MATERIAL TABULATION CHART				
MATERIAL	NORTH	SOUTH	EAST	WEST
1.0 TOTAL FACADE S.F.	4304 SF	4241 SF	3445 SF	3543 SF
2.0 FACADE S.F. (EXCLUDING DOORS AND WINDOWS)	4120 SF	4243 SF	3301 SF	3142 SF
3.0 DOOR AND WINDOW S.F.	264 SF	48 SF	138 SF	401 SF
4.0 PRIMARY MASONRY TOTALS (MIN. 20%)				
THIN VENEER STONE S.F.	2164 SF	3134 SF	2334 SF	1685 SF
% OF FACADE - (DRY) W/DN	67 %	74 %	17 %	60 %
CEMENT PLASTER STUGGO S1, S3	781 SF	260 SF	561 SF	628 SF
% OF PRIMARY MASONRY	14 %	20 %	17 %	20 %
5.0 SECONDARY MASONRY TOTALS (MAX. 20%)				
STUGGO ACCENT S2, S4	312 SF	224 SF	334 SF	432 SF
% OF PRIMARY MASONRY	4 %	6 %	10 %	14 %
ALUMINUM SIDING A1	141 SF	0 SF	62 SF	141 SF
	5 %	0 %	3 %	6 %

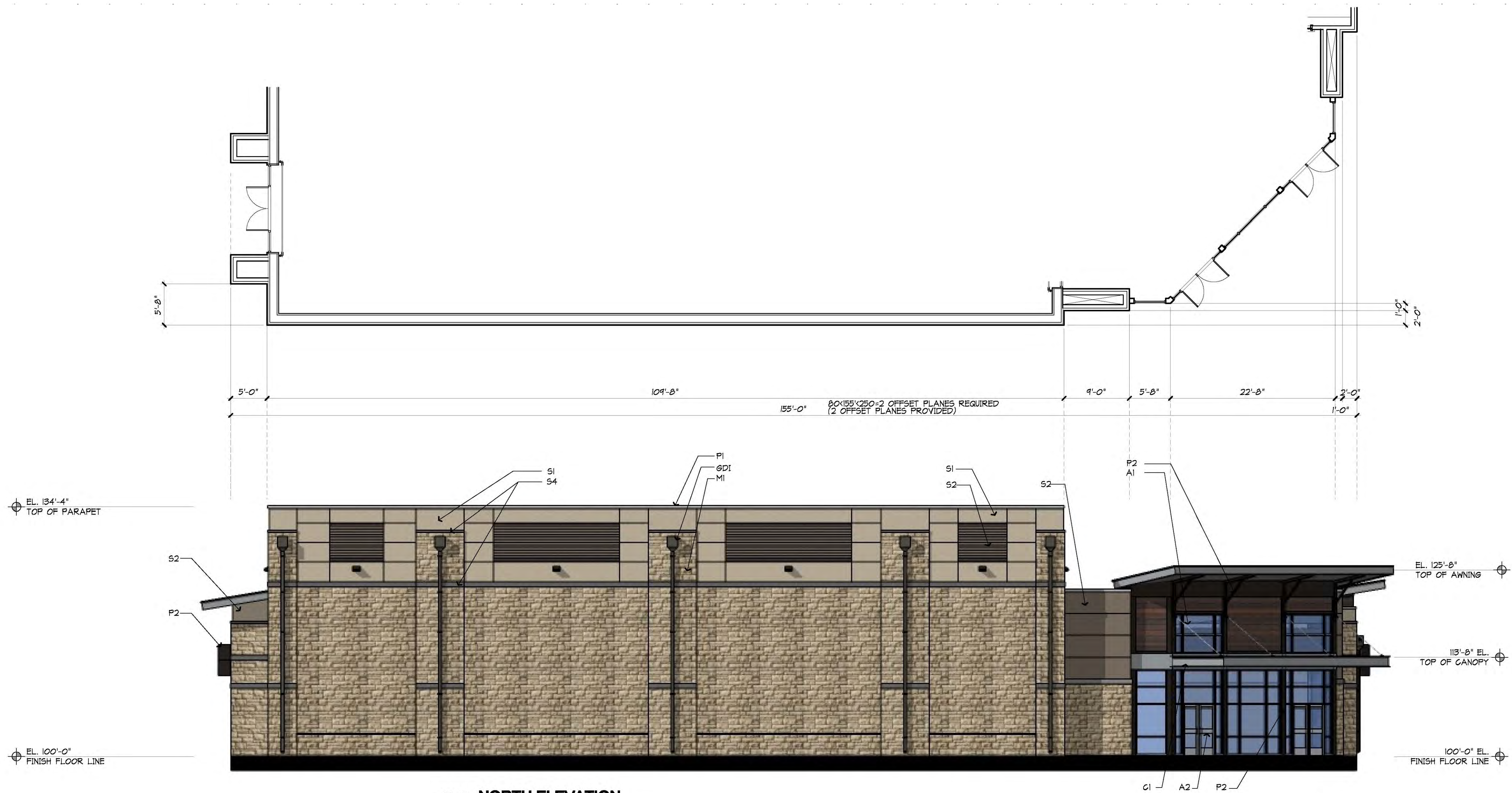


02 WEST ELEVATION
SCALE: 1/8"=1'-0"

Responsive Education Solutions
Flower Mound Founders Classical Academy
Gymnasium
FM 1171 & Flower Mound rd.
Flower Mound, TX. 75022

JOB NO. A1602-06 GYMNASIUM
DATE: MAY 9, 2017

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION



EXTERIOR COLOR SCHEDULE		
TAB	MATERIAL	DISCRIPTION
S1	STUGGO FIELD	STO 10611, MOONLIT SAND
S2	STUGGO ACCENT	STO 32132, SPECTRAL
S3	STUGGO ACCENT	S-W T048 URBAN BRONZE
S4	STUGGO TRIM	STO 11404, BRUSHED PEWTER
M1	MANUFACTURED STONE VENEER	ELDORADO STONE, AUSTIN CREAM
A1	ALUMINUM SIDING	LONGBOARD, 6" V-GROVE, WOOD GRAIN FINISH, DARK CHERRY, GODDABA CHERRY, DARK ASH (50/40/30 BLEND) ALTERNATE: NIGHIHA, VINTAGE WOOD, REDWOOD, FIBER CEMENT PANEL
A2	ALUMINUM STOREFRONT	GLEAR ANODIZED
A3	ALUMINUM WINDOW FRAME	GLEAR ANODIZED
BD1	GUTTER, DOWNSPOUT, DOWNSPOUT BOOT	EXCEPTIONAL METALS, MIDNIGHT BRONZE
R1	STANDING SEAM METAL ROOFING	BERRIDGE, ZINK GRAY
P1	PARAPET GAP MAIN	EXCEPTIONAL METALS, SLATE GRAY
P2	METAL ACCENT	EXCEPTIONAL METALS MIDNIGHT BRONZE
G1	PREFINISHED ALUMINUM CANOPY	GLEAR ANODIZED
G2	EXTRUDED ALUMINUM SUN SHADES	GLEAR ANODIZED
G3	CANOPY RODS	CANOPY ROD ZINK PLATED/POWDER COATED TO MATCH, GLEAR ANODIZED.
G4	CANOPY ROD ESCUTCHEON	ALUM PLATE, GLEAR ANODIZED

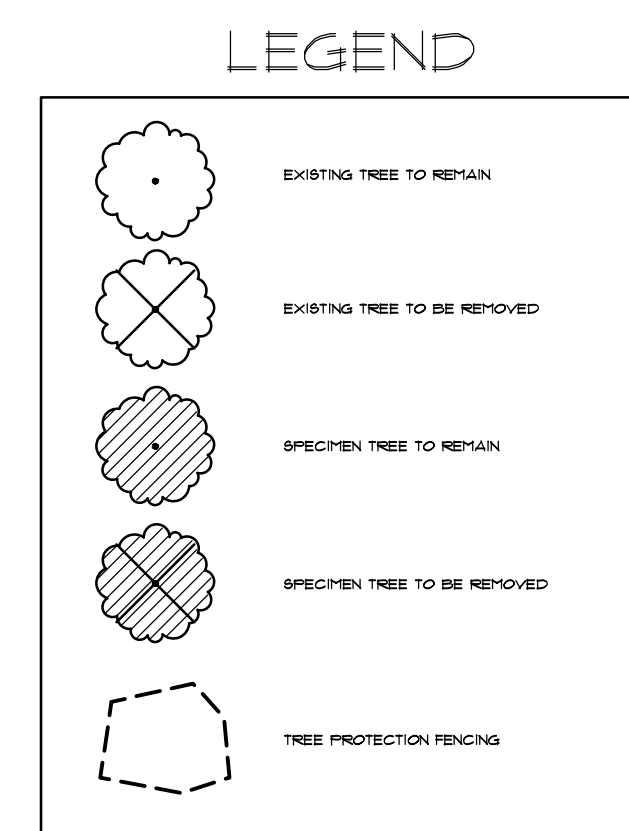
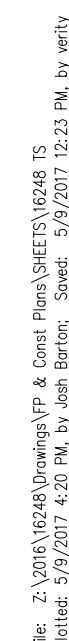
MATERIAL TABULATION CHART					
	MATERIAL	NORTH	SOUTH	EAST	WEST
1.0	TOTAL FAÇADE S.F.	4304 SF	4291 SF	3445 SF	3543 SF
2.0	FAÇADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	4120 SF	4243 SF	3301 SF	3142 SF
3.0	DOOR AND WINDOW	264 SF	40 SF	130 SF	401 SF
4.0	PRIMARY MASONRY TOTALS (MIN.80%)				
	THIN VENEER STONE S.F.	2764 SF	3154 SF	2334 SF	1885 SF
	% OF FAÇADE - (DR+WIN)	61 %	74 %	17 %	60 %
	CEMENT PLASTER STUGGO S.F. S1, S3	181 SF	860 SF	561 SF	628 SF
	% OF PRIMARY MASONRY	19 %	20 %	17 %	20 %
5.0	SECONDARY MASONRY TOTALS (MAX. 20%)				
	STUGGO ACCENT S2, S4	312 SF	224 SF	334 SF	432 SF
	% OF PRIMARY MASONRY	9 %	6 %	10 %	14 %
	ALUMINUM SIDING A1	191 SF	0 SF	62 SF	191 SF
		5 %	0 %	3 %	6 %

Responsive Education Solutions
Flower Mound Founders Classical Academy
Gymnasium
FM 1171 & Flower Mound rd.
Flower Mound, TX. 75022

JOB NO. A1602-06 GYMNASIUM
DATE: MAY 9, 2017

SHEET NO.

A-401
OF



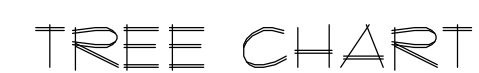
RES FLOWER MOUND
Lot 1, Block A
RES FLOWER MOUND
18.852 Acres
in the
W. MALONE SURVEY, ABSTRACT NO. 855
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

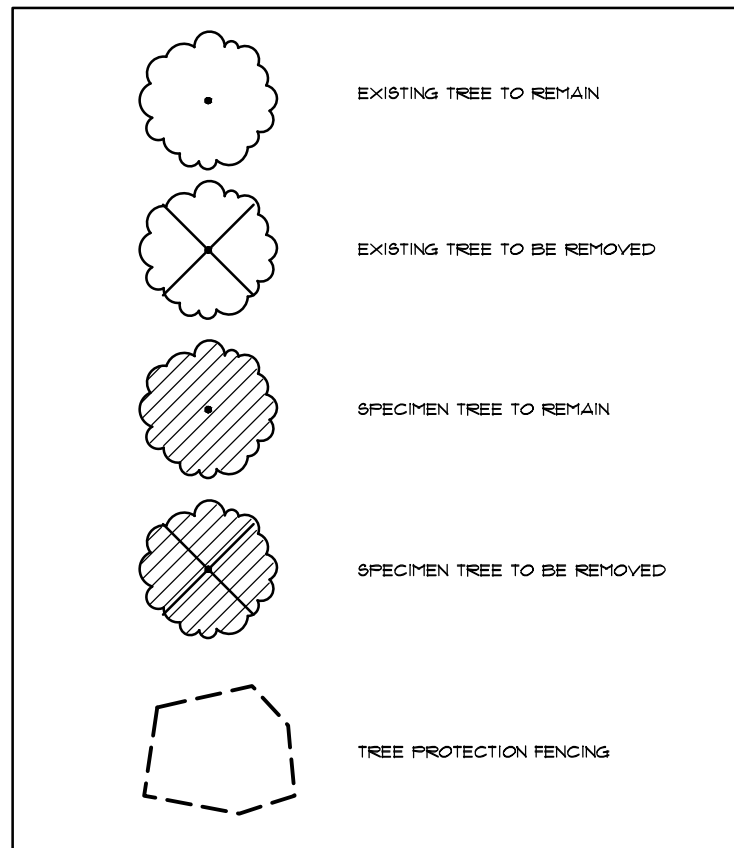
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Scale: 1"=40'
Revisions:
4/11/2017
5/09/2017

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LEGEND



MITIGATION

716.5"/3" CALIPER= 239 MITIGATION TREES
140 MITIGATION CREDITS

99 3" CALIPER TREES

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

A. QUALITY ASSURANCE

- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
- 2) Employ only experienced personnel. Provide adequate supervision by qualified foreman.

B. JOB CONDITIONS

- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
- 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.

C. PRODUCTS

- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris as derived from the site clearing.

D. DEFINITIONS

- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
- TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.

F. PRE = CONSTRUCTION TREE PRUNING

- 1) Personnel Qualification: All pruning shall be performed under the supervision of an International Society Arboriculture (ISA) Certified Arborist.
- 2) All trees within the project area shall be pruned to:
 - i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter.
 - ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
- 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standard. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
- 4) No more than 20 percent of live foliage shall be removed from any tree.
- 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.

F. TREE REMOVAL

- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
- 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use on site in the tree preservation efforts at the discretion of the Landscape Architect.
- 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
- 4) Any necessary clearing required within the tree protection zone shall be accomplished with hand operated equipment.
- 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.

G. TREE PROTECTION

- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
- 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees. Fences are to be maintained throughout the project. Fences may be removed after the final site operations begin. Fences may not be relocated or removed without written permission from the
- 3) Landscape Architect. Fences may be constructed from 6" "T" stakes and orange web fence material.
- 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
- 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
- 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a maximum generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trench es "airdig" with Air Spade (registered trademark) or similar technology are the only exceptions. Irrigation line may be routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 17 feet from a tree trunk.
- 7) Lines shall not be in any way waste or therefore damage (i.e. spikes, line, or any other type of damage).
- 8) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
- 9) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
- 9) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.

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G&A

SITE PLANNING CIVIL ENGINEERING PLANNING

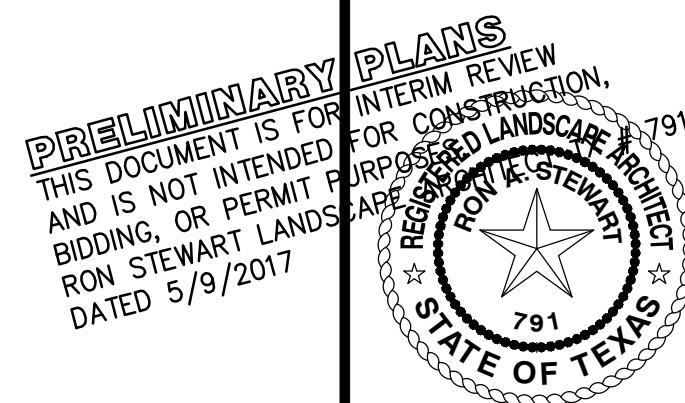
CONSULTANTS, LLC

LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 77057 • P: 972-436-8712 • F: 972-436-8715
44 Old Town Blvd., North, Ste 2 • Argyle, TX 76226 • P: 940-240-1012 • F: 940-240-1028
TBPUS Firm No. 10047700
TBPBE Firm No. 1798

RES FLOWER MOUND
 Lot 1, Block A
RES FLOWER MOUND
 18.852 Acres
 in the
 W. MALONE SURVEY, ABSTRACT NO. 88
 TOWN OF FLOWERMOUND
 DENTON COUNTY, TEXAS

TREE SURVEY



Drawn By: RLS
Date: 1/17/2017
Scale: 1"=40'
Revisions:
4/11/2017
5/09/2017

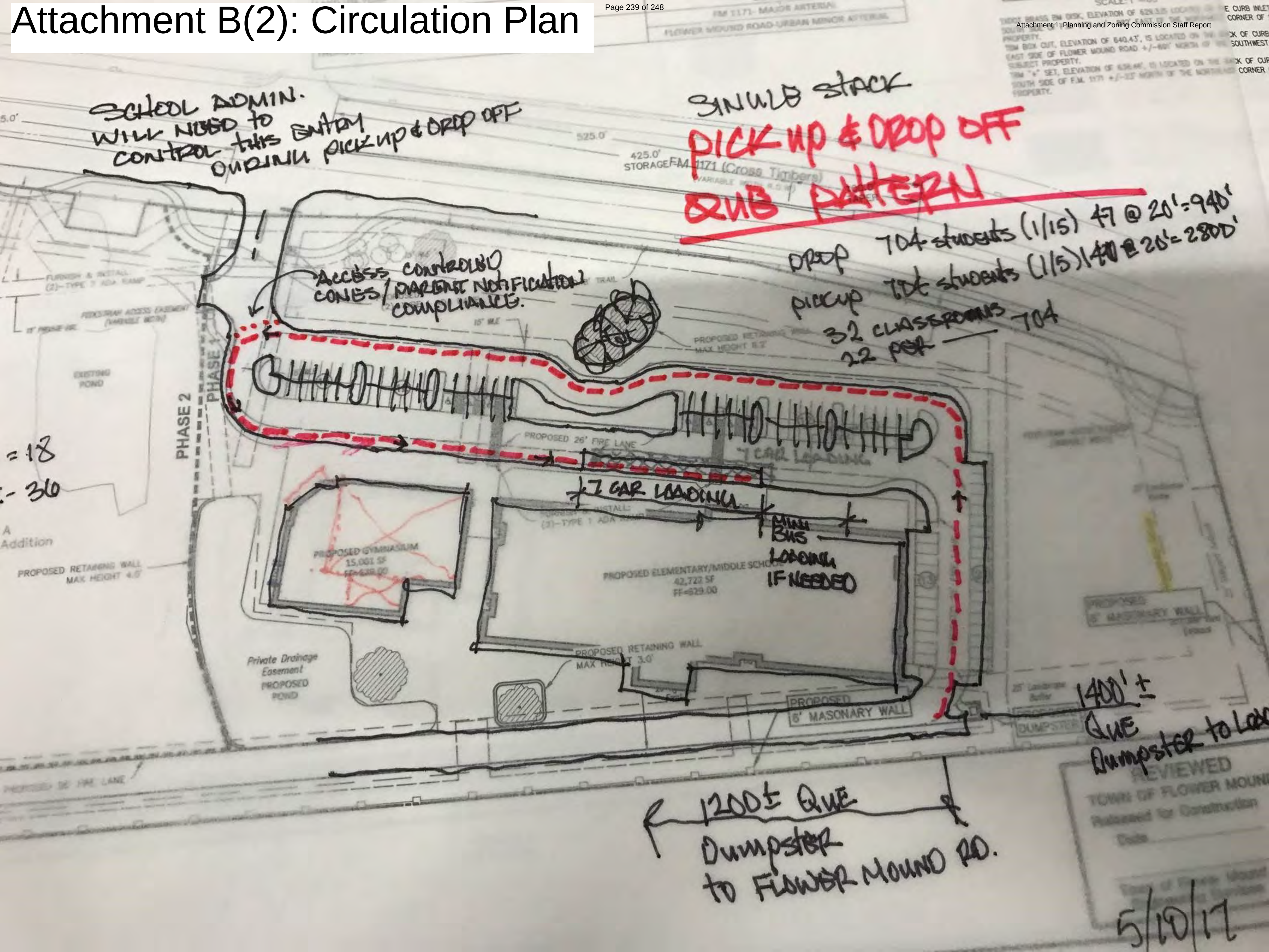
16248

OWNER/DEVELOPER
RESPONSIVE EDUCATION SOLUTIONS
1301 WATER RIDGE DR.
CITY OF LEWISVILLE
Ph. 214-395-2823
Contact: Brian Stevens

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Attachment B(2): Circulation Plan

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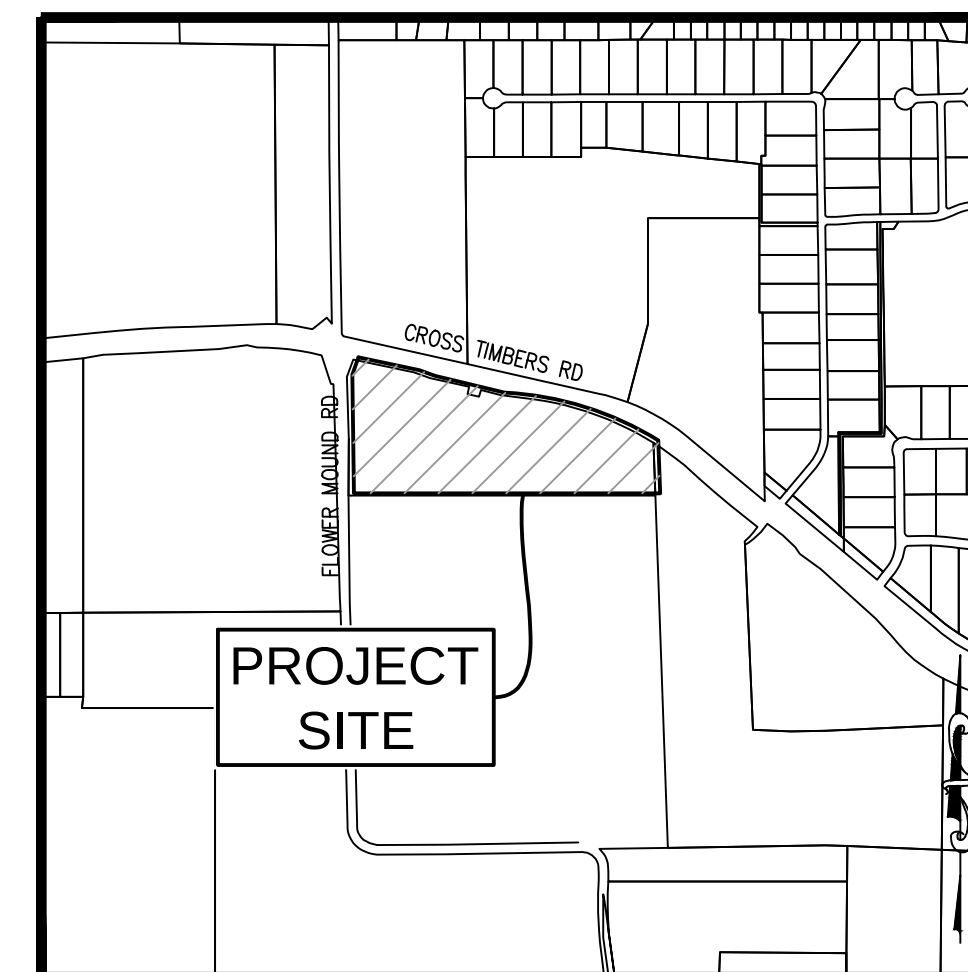


Attachment 2: Site Plan with Phase II, Revised Landscape Plan and Tree Survey

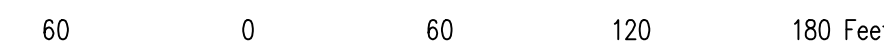
GENERAL NOTE:

1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.
2. TYPICAL PARKING SPACE DIMENSIONS ARE 9' X 17.5' (FACE OF CURB).
3. ALL RADII ALONG FIRE LANES ARE MINIMUM OF 25' (FACE OF CURB).
4. ALL MATERIALS, CONSTRUCTION, TESTING AND WORKSMANSHIP SHALL CONFORM TO THE TOWN OF FLOWER MOUND DESIGN CRITERIA, CONSTRUCTION STANDARDS, CONSTRUCTION DETAILS, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CENTRAL TEXAS.
5. ALL SIDEWALKS, ESTABLISHED VEGETATION, SCREENING WALLS, FENCES, AND ALL REQUIRED APPURTENANCES MUST BE CONSTRUCTED AS REQUIRED BY APPROVED CONSTRUCTION PLANS BEFORE SCHEDULING ANY FINAL INSPECTION.
6. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING. RETAINING WALL MAX HEIGHT DOES NOT INCLUDE FOOTER.
7. 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.
8. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
9. STOP LINES ARE TO BE 4-FOOT BEHIND THE CROSSWALKS.
10. A SEPARATE RETAINING WALL PERMIT THROUGH BUILDING INSPECTIONS IS REQUIRED PRIOR TO CONSTRUCTION FOR RETAINING WALLS THAT ARE OVER 4' IN HEIGHT MEASURED FROM TOP OF WALL TO BOTTOM OF FOOTING.
11. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
12. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
13. 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.
14. FUTURE PHASE WILL REQUIRE SITE PLAN APPROVAL.
15. TRUNCATED DOMES ARE TO BE NO FURTHER THAN 5' FROM THE TRAVEL WAY.
16. SOUTHWESTERN DRIVE AND MEDIAN OPENING SHALL BE ACCESSIBLE TO PROPERTY TO THE SOUTH IF IT SHOULD EVER BECOME NON-RESIDENTIAL AND A MUTUAL ACCESS AGREEMENT IS REACHED.
17. PERIMETER LANDSCAPING, ENTIRE 8' TRAIL ALONG 1171, AND ALL PROPOSED SIDEWALK ALONG FLOWER MOUND ROAD SHALL BE INSTALLED WITH PHASE I.

L E G E N D		
C.R.F.	Capped Rebar Found	Overhead Power Lines
C.R.S.	Capped Rebar Set	
C.M.	Conduit Monument	Down Guy Wire
Mon.	Monument	
Benchmark	443	Existing Contours
FH — H	Fire Hydrant	Proposed Contours
WM — W	Water Meter	
WV — V	Water Valve	Concrete Pavement
W.P.	Water Line	
ICV —	Irrigation Control Valve	Asphalt Pavement
SSMH — O	Sanitary Sewer Manhole	Wood Fence
CO —	Sanitary Sewer Cleanout	
U —	Utility Pole	Chain Link Fence
LP — X	Light Pole	Wire Fence
TC	Top of Curb	
T.P.	Top of Pavement	Masonry Wall
U.E.	Utility Easement	
D.E.	Drainage Easement	Existing Tree
B.L.	Building Line	(FL) Flowline
R.O.W.	Right-of-Way	
D.R.	Dead-end	Centerline of Creek, Swale, or Waterway
P.R.	Plot Records	
M.R.	Map Records	Creek, Swale, or Waterway
C.O.A.	Concord of Access	Creek, Swale, or Waterway

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Vicinity Map 1"=1000'

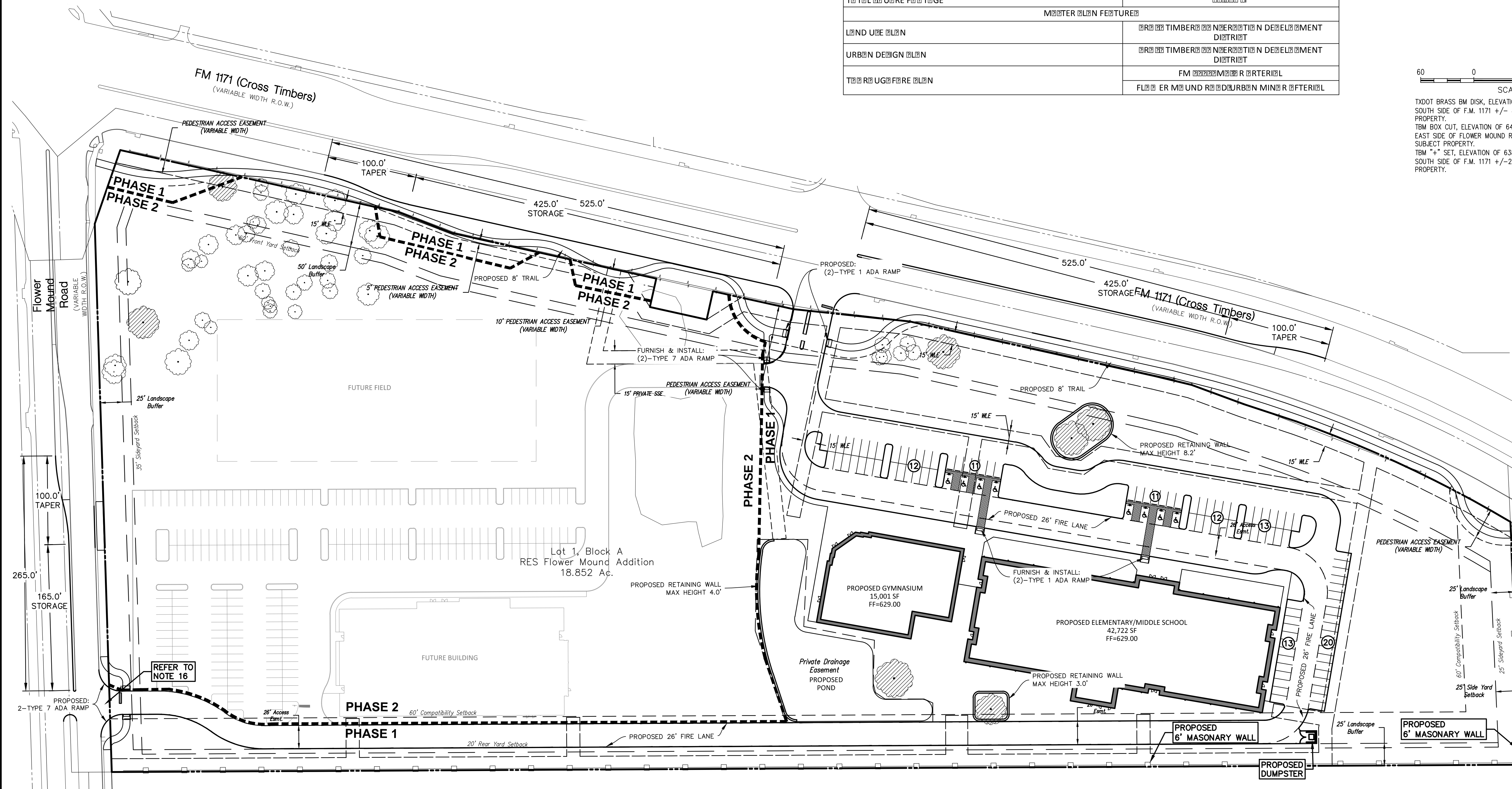


SCALE: 1"=60'

TXDOT BRASS BM DISK, ELEVATION OF 629.31'S LOCATED ON THE CURB INLET ALONG SOUTH SIDE OF F.M. 1171 +/- 882' EAST OF THE NORTHWEST CORNER OF SUBJECT PROPERTY.

TBM BOX CUT, ELEVATION OF 640.43', IS LOCATED ON THE BACK OF CURB ALONG THE EAST SIDE OF FLOWER MOUND ROAD +/- 691' NORTH OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY.

TBM "+- SET, ELEVATION OF 638.46', IS LOCATED ON THE BACK OF CURB ALONG THE SOUTH SIDE OF F.M. 1171 +/- 23' NORTH OF THE NORTHEAST CORNER OF SUBJECT PROPERTY.



REVIEWED
TOWN OF FLOWER MOUND
 Released for Construction
 Date _____

Town of Flower Mound
Engineering Services

OWNER/DEVELOPER
RESPONSIVE EDUCATION SOLUTIONS
1301 WATER RIDGE DR.
CITY OF LEWISVILLE
Ph. 214-395-2823
Contact: Brian Stevens

RES FLOWER MOUND
Lot 1, Block A
RES FLOWER MOUND
18.852 Acres
in the
W. MALONE SURVEY, ABSTRACT NO. 85
J. MALONE SURVEY, ABSTRACT NO. 85
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A CONSULTANTS, F-1798
R. VON BEOUGHNER,
P.E. #69087
DATE 7/10/2017

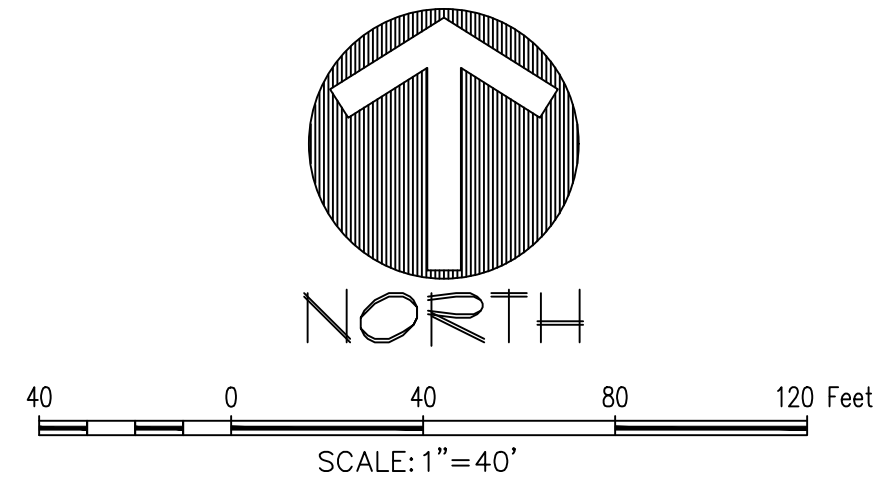
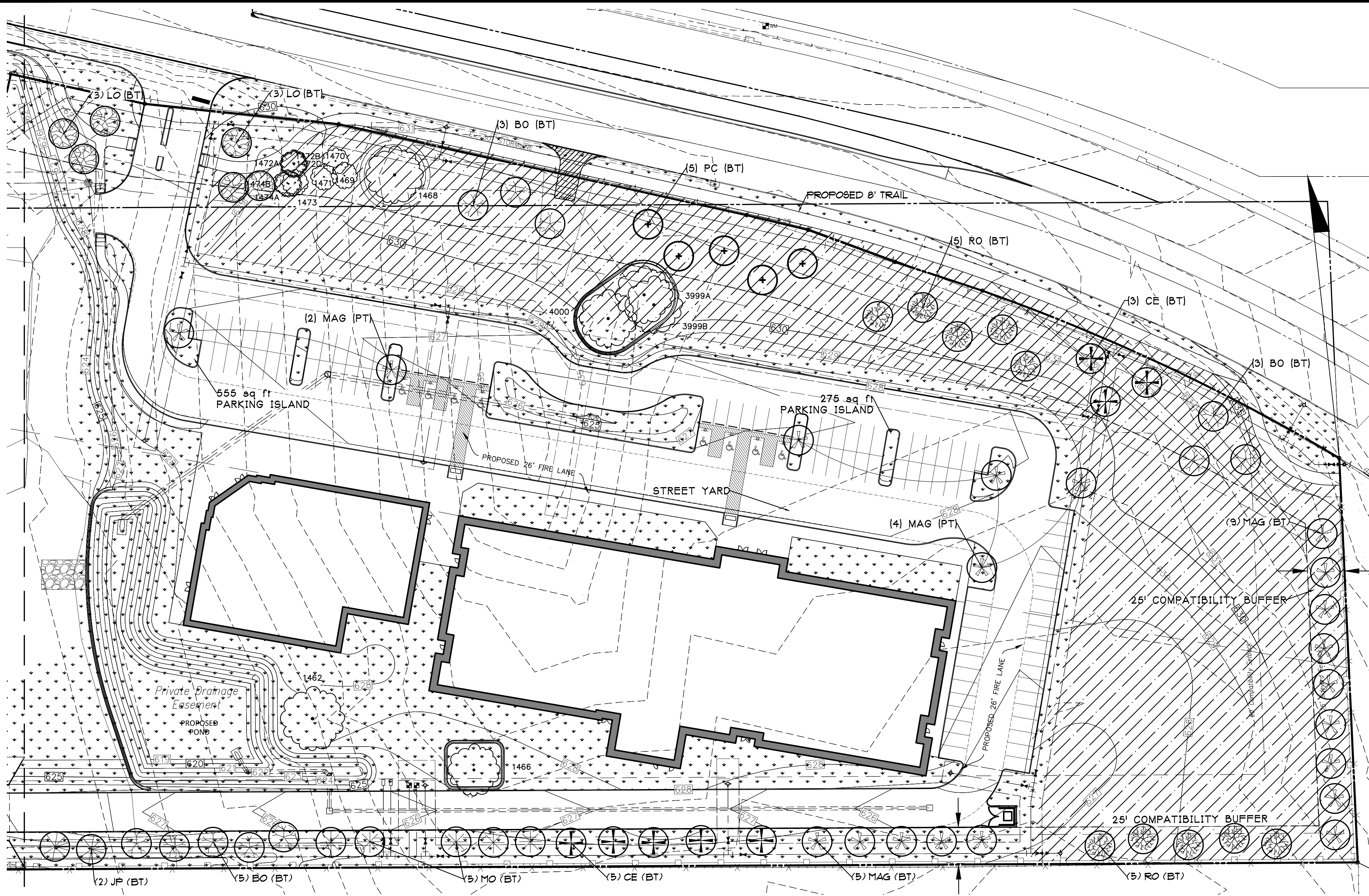
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04/11/2017
05/09/2017
05/31/2017
06/01/2017

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RES FLOWER MOUND



LEGEND

	EXISTING TREE
	(LO) LIVE OAK <i>Quercus virginiana</i>
	(RO) RED OAK <i>Quercus texana</i>
	(MO) MONTERREY OAK <i>Quercus polymorpha</i>
	(CE) CEDAR ELM <i>Ulmus crassifolia</i>
	(PC) PECAN <i>Carya illinoensis</i>
	(MAG) MAGNOLIA <i>Magnolia grandiflora</i>
	(JP) JAPANESE BLACK PINE <i>Pinus thunbergii</i>
	(BO) BUR OAK <i>Quercus macrocarpa</i>
	BERMUDA SOD
	BERMUDA HYDRO-MULCH
	(BT) BUFFER TREE
	(PT) PARKING TREE

STE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 76057 • P: 972.456.9712 • F: 972.456.9715
144 Old Town Blvd. North, Ste 2 • Angia, TX 76226 • P: 940.240.1012 • F: 940.240.1028
TBP&S Firm No. 10047700

RES FLOWER MOUND
Lot 1, Block A
RES FLOWER MOUND
18.852 Acres
in the
W. MALONE SURVEY, ABSTRACT NO. 855
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION.
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 7/10/2017



Drawn By: RLS
Date: 7/17/2017
Scale: 1"=40'
Revisions:
5/4/2017
05/09/2017
05/31/2017
06/01/2017

OWNER/DEVELOPER
RESPONSIVE EDUCATION SOLUTIONS
1801 WATER RIDGE DR.
CITY OF LEWISVILLE
Ph. 214-395-2823
Contact: Brian Stevens

16248

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- LANDSCAPE NOTES:
- 1) Contractor shall stake out tree locations and bed configuration for approval approval by owner prior to installation.
 - 2) Contractor is responsible for verifying location of all underground utilities prior to construction.
 - 3) It is the responsibility of the contractor to advise the owners representative of any condition found on site which prohibits installation as shown on these plans
 - 4) All shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch
 - 5) Landscape edging shall be located as noted on plan.
 - 6) Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
 - 7) Multi trunk and ornamental trees will be allowed in the city's right of way with staff approval only. Must be outside any visibility triangles.
 - 8) A visibility triangle must be provided at all intersections as required by the thoroughfare standards code. Trees will have a minimum clear trunk branching height of nine feet.
 - 9) All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
 - 10) Landscape areas shall be kept free of trash, litter and weeds.
 - 11) An automatic irrigation system shall be provided to maintain all landscape areas. Over spray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system. Impact fees must be paid to the development services department for separate irrigation meters prior to any permit release.
 - 12) Irrigation Controller to have a Rain and Freeze Stat.
 - 13) All landscape is to be greater than 8 feet from all underground utilities.
 - 14) All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the city. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.

PLANT LIST		BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
QUANT.	COMMON NAME					
18	LIVE OAK	Quercus virginiana	3" cal.	10'-12'	per plan	Single trunk
23	RED OAK	Quercus texana	3" cal.	10'-12'	per plan	Single trunk
10	MONTERREY OAK	Quercus polymorpha	3" cal.	10'-12'	per plan	Single trunk
18	CEDAR ELM	Ulmus crassifolia	3" cal.	10'-12'	per plan	Single trunk
13	PECAN	Carya illinoensis	3" cal.	10'-12'	per plan	Single trunk
30	MAGNOLIA	Magnolia grandiflora	3" cal.	10'-12'	per plan	Single trunk
7	JAPANESE BLACK PINE	Pinus thunbergii	30 gal.	7'-8'	per plan	Multi trunk
11	BUR OAK	Quercus macrocarpa	30 gal.	7'-8'	per plan	Full

- ***ADDITIONAL NOTES:
1. CONTACT JOSHUA BROWN, PARKS SUPERVISOR AT (972) 874-6428 OR JOHN HABERN, PARKS, TRAIL, AND LANDSCAPE SPECIALIST, AT (972) 874-6343 PRIOR TO BEGINNING ANY WORK IN THE TOWN'S R.O.W.
 2. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL TOWN IRRIGATION SYSTEMS AND PLANT MATERIAL.
 3. 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.

LEGEND

EXISTING TREE

(LO) LIVE OAK
Quercus virginiana

(RO) RED OAK
Quercus texana

(MO) MONTERREY OAK
Quercus polymorpha

(CE) CEDAR ELM
Ulmus crassifolia

(PC) PECAN
Carya illinoensis

(MAG) MAGNOLIA
Magnolia grandiflora

(JP) JAPANESE BLACK PINE
Pinus thunbergii

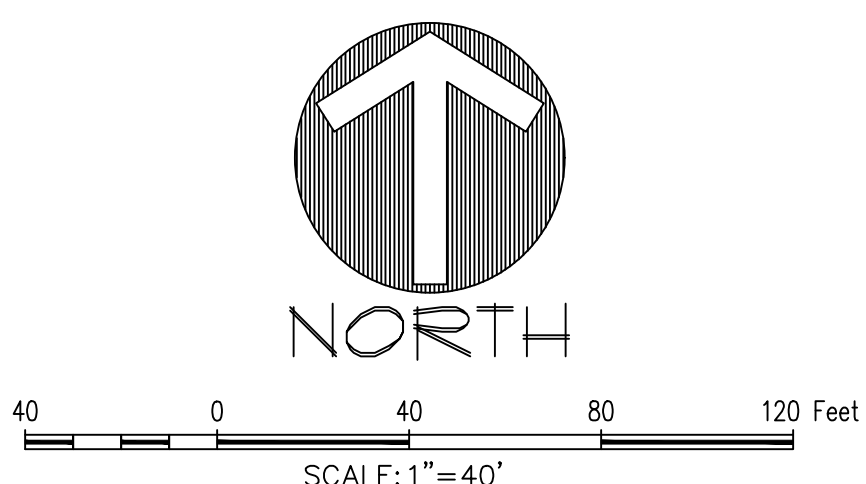
(BO) BUR OAK
Quercus macrocarpa

BERMUDA SOD

BERMUDA HYDRO-MULCH

(BT) BUFFER TREE

(PT) PARKING TREE



LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND RES FlowerMound			
STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Min. 50% of street yard (Scenic Roadway)	289,489 s.f. of Street Yard	144,744 s.f. of Street Yard	208,321 s.f. of Street Yard
STREET YARD TREES			
STANDARD	REQUIRED STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 110,000 s.f. = 50 Tree for first 110,000 s.f. +1 additional tree per 5,000 s.f.	144,744 s.f. of Street Yard	57 Trees (3" cal.)	29 Street Buffer Ex. Tree Credits + 136 Buildable Area Ex. Tree Credits + 51 New 3" cal. trees = 216 Street Yard Credits
STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
FM - 1171		50 ft.	50 ft.
Flower Mound Road		25 ft.	25 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 25 LF.	FM 1171- 1,630 LF.	66 Trees (3" cal.)	29 credits + 38 new 3" cal. trees = 67 trees
1 per 30 LF.	Flower Mound Rd.- 706	24 Trees (3" cal.)	22 new trees + 2 ex. tree credits = 24 trees
COMPATIBILITY BUFFER			
STANDARD	PROPERTY LINE (LINEAR FEET)	REQUIRED	PROVIDED
25' Landscape buffer - 1 tree per 800 sf	South property line - 1,592 LF	50 Trees (3" cal.)	50 new trees
25' Landscape buffer - 1 tree per 800 sf	East property line - 275 LF	9 Trees (3" cal.)	9 new trees
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
45 s.f. per 12 spaces	107 Parking Spaces	405 s.f.	6,065 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
1 per 20 parking spaces	107 Parking Spaces	6 trees (3" cal.)	6 new trees
**All parking spaces to be located within 100 ft. of Parking lot tree. ** 30% of parking trees may be ornamental trees			

STREET BUFFER (29 CREDITS)
1468, 1469, 1471, 1472A, 1472B, 1472C, 1473, 1474A, 1474B, 3946, 3947, 3948, 3949, 3950, 3951, 3952, 3953, 3955, 3956, 3970, 3971, 3972, 3973A, 3973B, 3974, 3975

STREET BUFFER (2 CREDITS)
3937, 3938

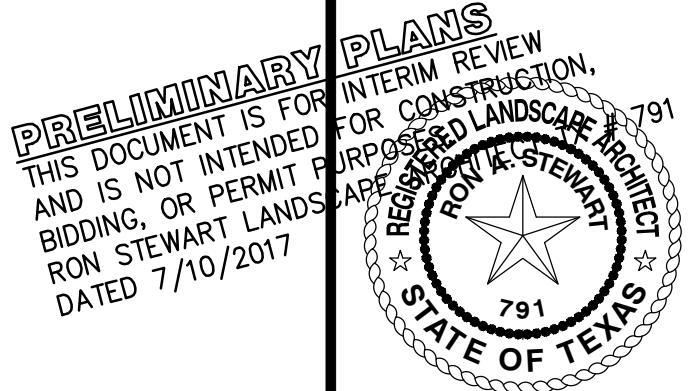
OWNER/DEVELOPER
RESPONSIVE EDUCATION SOLUTIONS
1301 WATER RIDGE DR.
CITY OF LEWISVILLE
Ph. 214-396-2823
Contact: Brian Stevens

STE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 76057 • P. 972.436.9712 • F. 972.436.9715
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P. 940.240.1012 • F. 940.240.1028
TBPUS Firm No. 10047700

RES FLOWER MOUND
Lot 1, Block A
RES FLOWER MOUND
18.852 Acres
in the
W. MALONE SURVEY ABSTRACT NO. 855
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

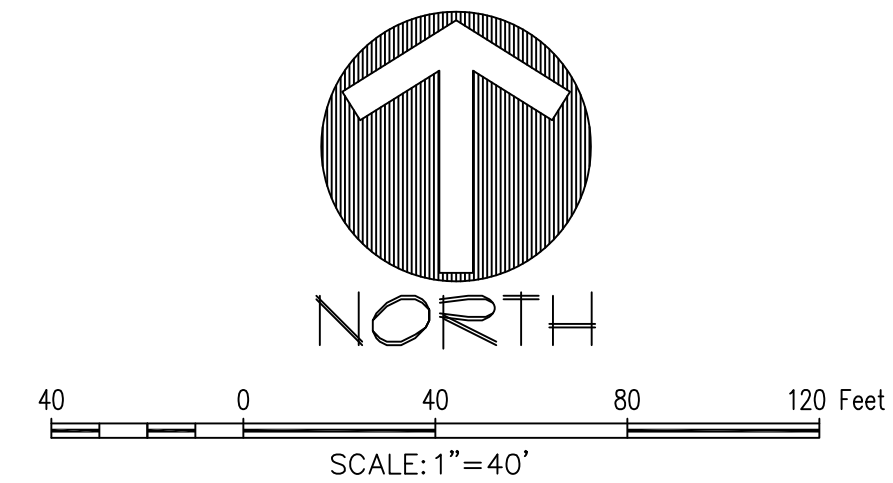
LANDSCAPE PLAN



Drawn By: WS
Date: 7/17/2017
Scale: 1"=40'
Revisions:
04/11/2017
07/17/2017
05/31/2017
06/01/2017

16248

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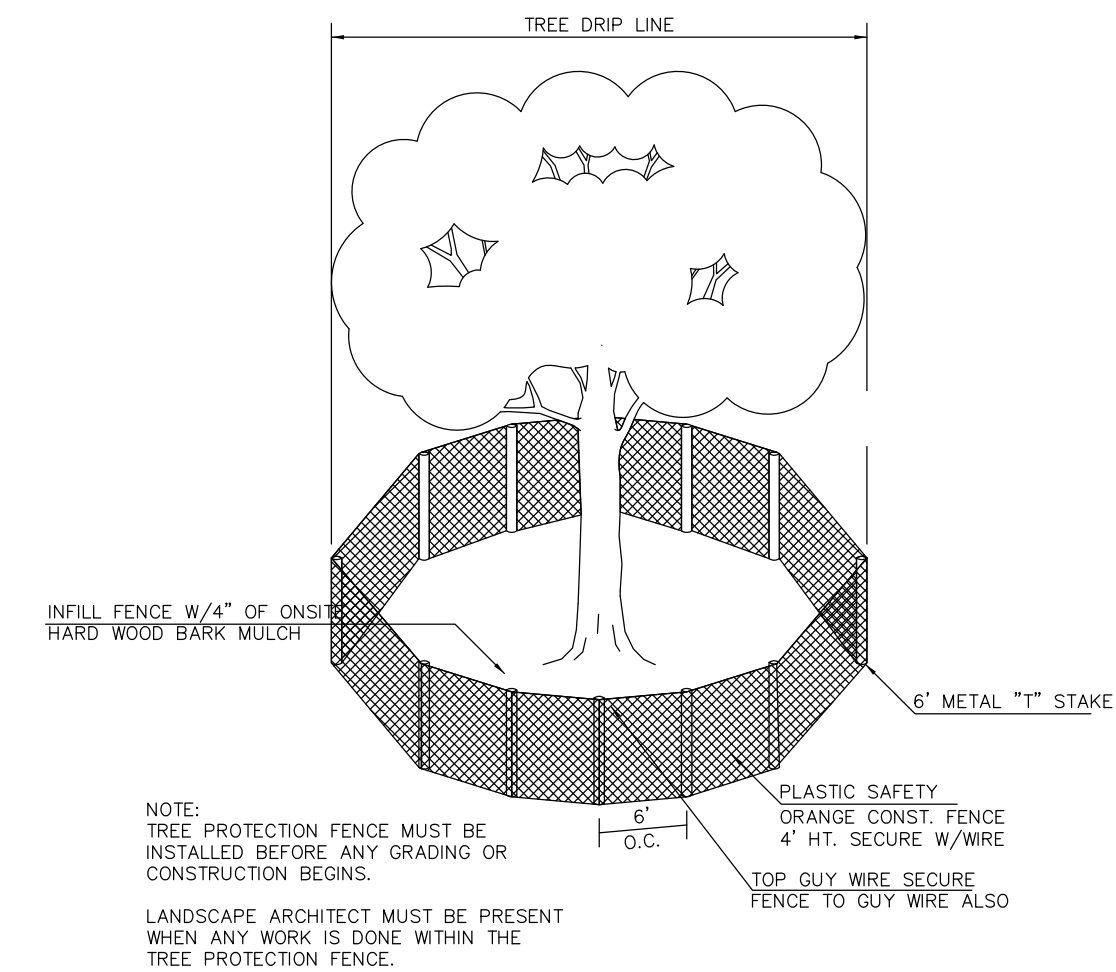
EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

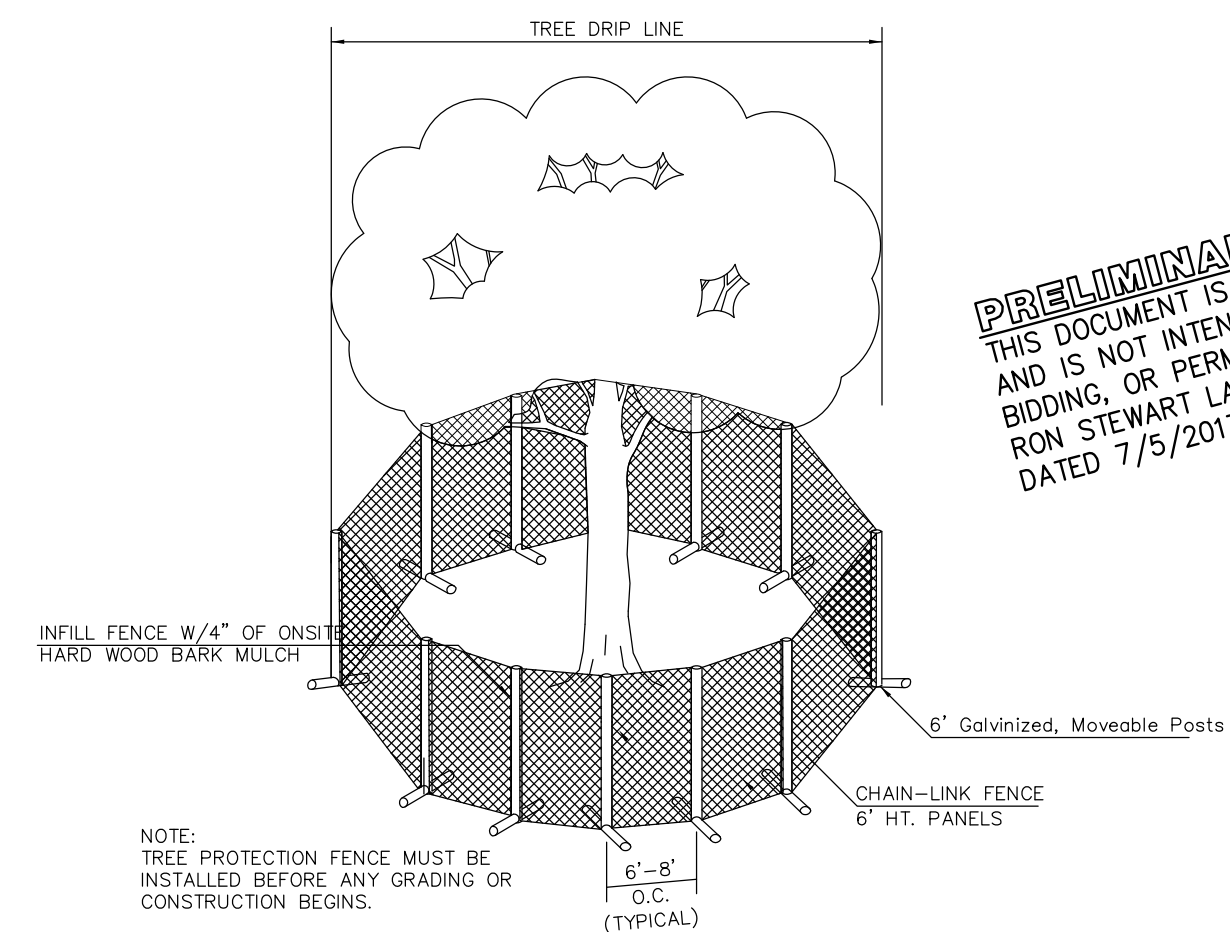
SPECIMEN TREE TO REMAIN

SPECIMEN TREE TO BE REMOVED

TREE PROTECTION FENCING



TREE PROTECTION
(Non-specimen)



TREE PROTECTION
(Specimen)

OWNER/DEVELOPER
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Ph. 214-395-2823
Contact: Brian Stevens

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ve • Lewisville, TX 75057 • P: 972.638.9712 • F: 972.638.9715
North, Ste. 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
TBPBS Firm No. 10047700
No. 1798

RES FLOWER MOUND
 Lot 1, Block A
RES FLOWER MOUND
 18.852 Acres
 in the
 W. MALONE SURVEY, ABSTRACT NO. 88
 TOWN OF FLOWERMOUND
 DENTON COUNTY, TEXAS

TREE SURVEY

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES. LANDSCAPE ARCHITECT
RON A. STEWART
DATED 7/5/2017

791



791

Drawn By: RLS
Date: 1/17/2017
Scale: 1"=40'
Revisions:
04/11/2017
05/09/2017
05/31/2017
06/01/2017

16248

L2.0

RES FLOWER MOUND



LEGEND



412"/3" CALIPER= 138 MITIGATION TREES
142 MITIGATION CREDITS

<4> 3" CALIPER TREES

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

A. QUALITY ASSURANCE

- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
- 2) Employ only experienced personnel. Provide adequate supervision by qualified foreman.

B. JOB CONDITIONS

- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
- 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.

C. PRODUCTS

- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris as derived from the site clearing.

D. DEFINITIONS

- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRZ: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
- TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.

E. PRE - CONSTRUCTION TREE PRUNING

- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an International Society Arboriculture (ISA) Certified Arborist.
- 2) All trees within the project area shall be pruned to:
 - i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter.
 - ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
- 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standard. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
- 4) No more than 20 percent of live foliage shall be removed from any tree.
- 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.

F. TREE REMOVAL

- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
- 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use on site in the tree preservation efforts at the discretion of the Landscape Architect.
- 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
- 4) Any work requiring within the tree protection zone shall be accomplished with hand operated equipment.
- 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.

G. TREE PROTECTION

- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
- 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees. Fences are to be maintained at all times. Fences may be relocated or removed without written permission from the Project Manager.
- 3) Landscape Architect. Fences may be constructed from 6" "T" stakes and orange web fence material.
- 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
- 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
- 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to the outside of the drip line extending 24"). All underground utilities and drains or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trench es "airdug" with Air Spade (registered trademark) or similar technology are the only exceptions. Irrigation line may be routed in any direction outside the drip line of retained trees. Irrigation lines inside the drip line must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk.
- 7) No materials, equipment, spoil or waste or washout water may be deposited, stored, or parked within the tree protection zone.
- 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
- 9) During construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.

PRELIMINARY PLANS
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BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 7/6/2017



Drawn By: RLS
Date: 1/17/2017
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RES FLOWER MOUND

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Lot 1, Block A

RES FLOWER MOUND
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W. MALONE SURVEY; ABSTRACT NO. 855
TOWN OF FLOWERMOUND
DENTON COUNTY, TEXAS

TREE SURVEY

Town Council Future Agenda Items



SCHEDULED	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	Presentation	Proclamation for National Senior Center Month
		Consent	Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on Surrey Lane between Solano Drive and Lakeside Parkway to 25 mph (The Transportation Commission recommended approval of the exception request for Surrey Lane by a vote of 7 to 0 at its July 11, 2017, meeting.)
		Consent	Consider approval of Change Order No. 2 and final acceptance of the Pintail Pump Station Capacity Improvements project, amending the contract with Felix Construction Company, Corp., for an increase to the contract in the amount of \$5,995.10, and authorization of final payment to Felix Construction Company, Corp., in the amount of \$58,824.72; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Service Agreement for Demand Response Transit Service with SPAN, Inc., in an amount not-to-exceed \$TBD, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Change Order No. 2 and final acceptance for the Twin Coves Park Improvements project, through the Construction Manager at Risk (CMR) Agreement with Dean Electric, Inc., dba, Dean Construction, in the amount of not to exceed \$37,464.00 and final payment of \$224,302.49, for a total CMR contract value of \$ \$3,357,193.95; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of purchase and sale agreement with Big Woods on the Trinity Mitigation Bank for the Rheudasil, Wilkerson & Cortadera Parks - Pond Dredging and Bank Stabilization project, for \$18,500.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an agreement with LexisNexis for the Desk Officer Reporting System in the amount of \$24,750.00; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	8/21/2017	Consent	Consider approval of a Service Agreement for Demand Response Transit Service with Special Programs for Aging Needs, Inc., in an amount not-to-exceed \$46,725.12, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Floodplain Administration Changes.
		Consent	Consider approval of the purchase and installation of a Building Management Control System for the new Town Hall, from Schneider Electric Buildings America, INC., a sole source provider of this equipment for the Town, in the amount of \$335,014.00.
		Consent	Consider approval of a revision to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 5, Leave effective immediately.
		Regular	Woodbine Street Reconstruction Construction Award.
		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 to consider the proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Public Hearing to consider a request for rezoning (ZPD17-0008 – Southgate-Northeast Tract) to amend Planned Development District No. 134 (PD-134) by modifying the development standard related to minimum side setbacks applicable only to detached residential structures within the SG-R1 subzone on the Northeast Tract, and to consider adopting an ordinance providing for said amendment. The property is generally located east of Gerault Road and north of Long Prairie Road. (The Planning and Zoning Commission recommended by a vote of to at its August 14, 2017, meeting.)
		Regular	Public Hearing to consider a tax rate of \$0.____ per \$100 assessed valuation.
		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.
	9/5/2017	Consent	FM 2499 12-Inch Water Line Ph III CO1 and Final Acceptance.
		Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.

SCHEDULED	9/5/2017	Consent	Long Prairie 12-Inch Water Line CO1 and Final Acceptance.
		Consent	Woodbine Street Testing Award.
		Regular	Public Hearing to consider a tax rate of \$0.____ per \$100 assessed valuation.
	9/18/2017	Consent	2013 Street Reconstruction - Sheffield Court and Colonial Drive Change Order No. 1 and Final Acceptance.
		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.
		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.
		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.
	10/2/2017	Consent	Skilern Road Design
		Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
	10/16/2017	Consent	McKamy Creek Road Change Order 2 and Final Acceptance.
		Consent	Forest Vista Change Order 4 and Final Acceptance.
		Consent	Rheudasil Amenities Design.
	11/6/2017	Consent	Heritage Park Phase IV Construction Award.
	11/20/2017	Consent	Fire Station #7 Design Award.

SCHEDULED	11/20/2017	Consent	Heritage Park Phase IV Testing Award.
FUTURE		Presentation	Presentation on the Innovate Flower Mound Center
		Regular	Consider approval of a license agreement with AT&T to put antennas on existing utility poles and buildings in the Town of Flower Mound, and authorization for the Mayor to execute same on behalf of the Town.