

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

5/7/2018

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).

H. **COORDINATION OF CALENDARS**

1. A special meeting is a scheduled for Tuesday, May 15.
2. A regular meeting is a scheduled for Monday, May 21.

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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 4/16-** Consider approval of the minutes from a regular meeting of the Town Council held on April 16, 2018.
2. **Senior Center Casino Night-** Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Casino Night.
3. **Oncor Rate Case-** Consider approval of a resolution finding that Oncor Electric Delivery Company LLC's application for approval of a distribution cost recovery factor pursuant to 16 Tex. Admin Code 25.243 to increase distribution 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.
4. **Animal Services vehicles-** Consider approval of the purchase of three (3) New Ford F150 Pick Up Trucks with Animal Control Insert per Town of Flower Mound Specifications for the Animal Services Department from Sam Pack's Five Star Ford in the amount of \$101,148.00.
5. **Police Pursuit Vehicles-** Consider approval of the purchase of two (2) New Chevrolet Tahoe Police Pursuit Vehicles to include up-fit equipment per Town of Flower Mound Specifications for the Police Services Department from Reliable Chevrolet in the amount of \$146,784.88.
6. **Fuel for Town Fleet-** Consider approval of purchase of unleaded, diesel and ethanol fuels through an existing Interlocal Agreement with Tarrant County, in the estimated annual amount of \$530,000.
7. **Wastewater UV System-** Consider approval of a Professional Services Agreement for the design phase services of the Wastewater Treatment Plant Ultraviolet System Update project, with Alan Plummer Associates, Inc., for \$169,521.00; and authorization for the Mayor to execute same on behalf of the Town.
8. **Lake Forest Blvd-** Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Lake Forest Boulevard Roadway Improvements and Lake Forest 12-inch Water Line projects, in the amount of \$46,217.75; and authorization for the Mayor to execute same on behalf of the Town.
9. **Denton Creek Bridge-** Consider approval of a Professional Services Agreement for the design phase services of the Denton Creek Boulevard Bridge and Denton Creek Water Line project, with Burns & McDonnell Engineering Company, Inc., for \$302,276.80; and authorization for the Mayor to execute same on behalf of the Town.
10. **Rheudasil Park Pond-** Consider approval of Change Order No. 3 and final acceptance of the Rheudasil, Wilkerson, and Cortadera Park Pond Dredging and Bank Stabilization project, amending the contract with Shirley and Sons Construction Co., Inc., for a decrease to the contract in the amount of \$1,400.00, and authorizing final payment to Shirley and Sons Construction Co., Inc., in the amount of \$57,253.66; and authorization for the Mayor to execute same on behalf of the Town.

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

Executive Conference Room

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**.

K. **CLOSED MEETING**

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

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

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.

L. **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.

M. **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: May 4, 2018, at 9:15 a.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: May 7, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on April 16, 2018.

BACKGROUND INFORMATION: The Town Council held a regular meeting on April 16, 2018.

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 April 16, 2018.

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 16TH DAY OF APRIL 2018, 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.

Click here for meeting Video Link (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
Bryan Webb	Councilmember Place 2
Claudio Forest	Councilmember Place 5

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

Theresa Scott	Town Secretary
Ashley Dierker (4/16 & some of 4/17 meeting)	Town Attorney
Bryn Meredith (4/17 – some of the meeting)	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Chuck Russell	Town Planner
Tiffany Bruce	Engineering Manager
Andrea Roy	Director of Economic Development

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Mike Liles gave the invocation and Mayor Hayden led the pledges.

D. PRESENTATIONS

1. Proclamation for Ken Parr, retiring Executive Director of Public Works

Mayor Hayden presented Mr. Parr with a Proclamation acknowledging his retirement.

2. National Economic Development Week (May 7 - 12) Proclamation

Mayor Hayden presented Ms. Roy and Lori Walker, President, Flower Mound Chamber of Commerce, with a Proclamation acknowledging National Economic Development Week.

3. Mayor's Award of Excellence (to be presented April 17)

Mayor Hayden presented Police Chief Andy Kancel and Fire Chief Eric Greaser with the Mayor's Award of Excellence Award.

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.	Lori Walker, 4913 Kingswood Dr	Flower Mound Chamber Leadercast
2.	Carol Kohankie, 4312 Lauren Way	Library Book Sale
3.	Douglas Brown, 1721 Ingleside Dr	Veterans Events

F. ANNOUNCEMENTS

Councilmember Webb announced that former First Lady Barbara Bush is in failing health and encouraged everyone to keep her and her family in their prayers.

Mayor Pro Tem McDaniel announced early voting and election day voting information and encouraged everyone to vote.

Mayor Hayden announced an upcoming meeting regarding the Town's cultural arts master plan.

G. TOWN MANAGER'S REPORT

Mr. Stathatos gave an update and there was discussion on:

1. Capital improvement projects
 - Heritage Park Phase III is almost finished
2. Economic Development projects
 - Mannetech new global headquarters (April 27th ribbon cutting)
 - New Restaurants: Costa Vita, The Catch, Hive Bakery

Mayor Pro Tem McDaniel expressed interest in doing a warrant study at Chaparral and 2499 (once the restaurant opens) to determine whether or not a traffic signal is needed at that intersection.

H. FUTURE AGENDA ITEMS

1. No future agenda items were presented.

I. COORDINATION OF CALENDARS

Discuss and consider:

- a. Rescheduling the Tuesday, May 8 regular Council meeting to Tuesday, May 15

There was Council consensus to keep the May 7, 2018 meeting as a placeholder for any cleanup, and conduct a special meeting on May 15th for the purpose of canvassing the election.

- b. Cancelling the April 19 & May 17 work sessions

There was Council consensus to cancel both the April 19 and May 17 work sessions.

J. CONSENT ITEMS

- 1. Consider approval of the minutes from a special meeting of the Town Council held on March 27, 2018.

DRAFT MOTION: Move to approve the minutes from a special meeting of the Town Council held on March 27, 2018.

- 2. Consider approval of the minutes from a special joint work session with Council and the Transportation Commission held on March 27, 2018.

DRAFT MOTION: Move to approve the minutes from a special joint work session with Council and the Transportation Commission held on March 27, 2018.

- 3. Consider approval of the minutes from a regular meeting of the Town Council held on April 2, 2018.

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council held on April 2, 2018.

- 4. Consider approval of the minutes from a special joint work session with Council and the Planning and Zoning Commission held on April 4, 2018.

DRAFT MOTION: Move to approve the minutes from a special joint work session with Council and the Planning and Zoning Commission held on April 4, 2018.

- 5. Consider approval of naming the 3.3 acre public park located adjacent to the Flower Mound Public Library as Peters Colony Memorial Park.

DRAFT MOTION: Move to approve naming the 3.3 acre public park located adjacent to the Flower Mound Public Library as Peters Colony Memorial Park.

- 6. Consider acceptance of grant funds from the Texas Book Festival, which will be used to purchase additional materials for the Library's Chinese, Japanese, and Korean language collection.

DRAFT MOTION: Move to approve a resolution authorizing the acceptance of grant funds from the Texas Book Festival for the purchase of additional materials for the Library's Chinese, Japanese and Korean language collection, and authorize the use of funds pursuant to the standards of the grant program.

RESOLUTION NO. 08-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE TEXAS BOOK FESTIVAL FOR THE PURCHASE OF ADDITIONAL MATERIALS FOR THE TOWN LIBRARY'S CHINESE, JAPANESE AND KOREAN LANGUAGE COLLECTION; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE COLLECTIONS ENHANCEMENT GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE

7. Consider approval of the 2018 US Army Corps of Engineer (USACE) Solicitation No. W9126G18T0004 for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine; and authorize the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve the 2018 US Army Corps of Engineer (USACE) Solicitation No. W9126G18T0004 for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine; and authorize the Mayor to execute same on behalf of the Town.

8. Consider approval and final acceptance of the Police Jail and Locker Room Renovation project (TOFM contract number 2017-62) and authorization of final payment to Unified Services of Texas Inc., in the amount of \$66,265.39.

DRAFT MOTION: Move to approve final acceptance of the Police Jail and Locker Room Renovation project (TOFM contract number 2017-62) and authorization of final payment to Unified Services of Texas Inc., in the amount of \$66,265.39.

9. Consider approval of Change Order No. 1 and final acceptance of Bid No. 2017-7, the Bruton Orand Elevated Storage Tank Rehabilitation project, amending the contract with Utility Service Company, Inc., for a decrease in the contract in the amount of \$32,800.00, authorization for final payment to Utility Service Company, Inc., in the amount of \$57,632.50; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve Change Order No. 1 and final acceptance of Bid No. 2017-7, the Bruton Orand Elevated Storage Tank Rehabilitation project, amending the contract with Utility Service Company, Inc., for a decrease in the contract in the amount of \$32,800.00, authorization for final payment to Utility Service Company, Inc., in the amount of \$57,632.50; and authorization for the Mayor to execute same on behalf of the Town.

10. Consider approval of Farm Lease between the Town of Flower Mound and the Wayne Haynes Estate for the Lease of Town Property located at 10300 Dunham Road; and authorize the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve Farm Lease between the Town of Flower Mound and the Wayne Haynes Estate for the Lease of Town Property located at 10300 Dunham Road; and authorize the Mayor to execute same on behalf of the Town.

11. Consider approval of Change Order No. 1 and final acceptance of the Canterbury Lane & Superior Place Reconstruction projects, amending the contract with 3D Paving and Contracting LLC, for a decrease to the contract in the amount of \$27,350.90, and authorizing final payment to 3D Paving and Contracting LLC, in the amount of \$57,336.03; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve Change Order No. 1 and final acceptance of the Canterbury Lane & Superior Place Reconstruction projects, amending the contract with 3D Paving and Contracting LLC, for a decrease to the contract in the amount of \$27,350.90, and authorizing final payment to 3D Paving and Contracting LLC, in the amount of \$57,336.03; and authorization for the Mayor to execute same on behalf of the Town.

12. Consider approval of Change Order No. 1 and final acceptance of the Sheffield Court, and Colonial Drive Reconstruction projects, amending the contract with 3D Paving and Contracting, LLC., for an increase to the contract in the amount of \$5,879.20, and authorizing final payment to 3D Paving and Contracting, LLC., in the amount of \$88,254.67; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve Change Order No. 1 and final acceptance of the Sheffield Court, and Colonial Drive Reconstruction projects, amending the contract with 3D Paving and Contracting, LLC., for an increase to the contract in the amount of \$5,879.20, and authorizing final payment to 3D Paving and Contracting, LLC., in the amount of \$88,254.67; and authorization for the Mayor to execute same on behalf of the Town.

13. Consider approval of a resolution appointing Clay Riggs as the Town's representative on the Upper Trinity Regional Water District (UTRWD) Board of Directors to complete an existing four-year term ending May 19, 2019.

DRAFT MOTION: Move to approve a resolution appointing Clay Riggs as the Town's representative on the Upper Trinity Regional Water District (UTRWD) Board of Directors to complete an existing four-year term ending May 19, 2019.

RESOLUTION NO. 09-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPOINTING CLAY RIGGS AS THE TOWN'S REPRESENTATIVE ON THE UPPER TRINITY REGIONAL WATER DISTRICT (UTRWD) BOARD OF DIRECTORS TO COMPLETE AN EXISTING FOUR-YEAR TERM ENDING MAY 31, 2019; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Jason Webb moved to approve by consent Items 1-13. Mayor Pro Tem McDaniel seconded the motion. Each item, as approved by consent, is restated above along with the approved draft motion, and if applicable, the Ordinance or Resolution caption for each, for the record.

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

At 6:36 p.m. Mayor Hayden announced that the Town Council is convening into closed session for consultation with the Town Attorney, and in accordance with 551.071. The Town Council reconvened at 6:54 p.m. and no action was taken.

K. REGULAR ITEMS

14. Consider approval the award of Bid No. 2018-51-B, to Joe Funk Construction, Inc., for the Lake Forest Boulevard Roadway Improvements, and Lake Forest 12-inch Water Line (Bridge Gap) projects, in the amount of \$1,332,670.69; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Bruce provided background information regarding the purpose of this item.

Mayor Pro Tem McDaniel moved to approve Bid No. 2018-51-B, to Joe Funk Construction, Inc., for the Lake Forest Boulevard Roadway Improvements, and Lake Forest 12-inch Water Line (Bridge Gap) projects, in the amount of \$1,332,670.69; 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: B WEBB, MCDANIEL, BRYANT, J WEBB****NAYS: NONE****ABSENT (DURING VOTE): FOREST**

15. Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Duke Realty Limited Partnership (Lakeside Ranch BP-Lot4R, Blk A).

Staff Presentation

Ms. Roy gave a presentation identifying or noting:

- Proposed site
- Site plan
- PPG Relocation/Expansion Summary
- Proposed incentive
- Cost Benefit Analysis

and she responded to questions from Council as follows:

- Clarification regarding the rebate and proposed revenue

Mayor Hayden opened the Public Hearing at 7:01 p.m. No one spoke in support, opposition, or had questions. Mayor Hayden closed the public hearing at 7:01 p.m.

Deputy Mayor Pro Tem Bryant moved to approve a Chapter 380 Agreement between the Town of Flower Mound and Duke Realty Limited Partnership (Lakeside Ranch BP-Lot4R, Blk A). Councilmember Bryan Webb seconded the motion.

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

Mayor Hayden opened items 16 and 17 at the same time.

16. Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial-warehouse tax abatement on a 17-acre tract located at the southeast corner of Lake Forest Blvd. & Lakeside Pkwy.

Staff Presentation

Ms. Roy gave a presentation for items 16 and 17 identifying or noting:

- Proposed Tax Abatement Reinvestment Zone
- DFW North 4 Site Plan
- Conceptual plans
- DFW North 4-Huntington company information
- Incentive Request

and she responded to questions from Council as follows:

- How does the incentive proposal compare to other communities in the Metroplex that are similar
- Clarification that the Town is out of space for industrial sites in the Lakeside Business District

Applicant PresentationSteve Myer, Huntington Industrial

Mr. Myer did not have a formal presentation. He provided background information about the project and efforts that are underway, and he responded to questions or comments from Council as follows:

- What is the difference in developing this piece of land (per acre cost) as compared to other sites they have done
- Appreciation for the LEED certification aspects of the development

Mayor Hayden opened the Public Hearing for items 16 and 17 at 7:10 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
		Janvier Werner, 2829 Bob White Ln

Mayor Hayden closed the Public Hearing at 7:10 p.m.

Councilmember Bryan Webb moved to approve an ordinance establishing a Tax Abatement Reinvestment Zone for commercial-industrial tax abatement located on a 17-acre tract at the southeast corner of Lake Forest Boulevard and Lakeside Parkway. Deputy Mayor Pro Tem Bryant seconded the motion.

ORDINANCE NO. 10-18

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DESIGNATING A CERTAIN AREA AS A TAX ABATEMENT REINVESTMENT ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT, WITHIN THE TOWN OF FLOWER MOUND, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: B WEBB, MCDANIEL, BRYANT, J WEBB, FOREST

NAYS: NONE

17. Public Hearing to consider approval of a Tax Abatement and Ch 380 Agreement with HIP DFW North DC IV LLC, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.

Councilmember Bryan Webb moved to approve the Chapter 380 and Tax Abatement Agreement between the Town of Flower Mound and HIP DFW North DC IV LLC, and authorize the Mayor to execute same on behalf of the Town. Councilmember Forest seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: FOREST, J WEBB, BRYANT, MCDANIEL, B WEBB

NAYS: NONE

Mayor Hayden opened items 18 and 19 at the same time.

18. Public Hearing to consider a request for a Master Plan Amendment (MPA17-0014 – CVS Pharmacy #10907) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Retail use, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and east of Lusk Lane. (The Planning and Zoning recommended denial by a vote of 6 to 0 at its March 26, 2018, meeting.)

Staff Presentation

Mr. Russell gave a presentation identifying or noting:

- Site location
- Land use and zoning
- Photos of the subject property
- Conceptual landscape plan
- Building elevations
- Unresolved items since the P & Z meeting
- Private deed restrictions

and he responded to questions from Council as follows:

- If the setback variances were granted, would those revert once the rest of the property develops or do they stay with this development

Applicant Presentation

Bobby Dollak, G & A Consultants, 111 Hillside Dr

Mr. Dollak gave a presentation identifying or noting:

- Location
- Aerial view
- Site photos
- Topography
- Land use plan
- Existing zoning
- 1171 and FM Road Intersection
- CVS Trade area
- Property survey
- Conceptual site plan
- Balekian residence (view corridor, residence driveway, front porch, 6' masonry wall)
- Pumpkin patch and tree farm illustration
- Remainder property layout example (future plans)
- Agreement
- Conceptual elevations

and he, or Mr. Meredith responded to questions from Council as follows, and some of which were as a result of the public hearing:

- Why the decision was made to ask for variances on the north side
- How would the CVS banding fit into the Town's ordinances
- Was a traffic study done at Lusk Lane, and if so, what was the impact results
- If the deed restrictions were applicable to the remainder of the property
- How would the Town bring in more control over the rest of the property (because at the moment it's just a letter of intent)
- Can a development agreement be entered into prior to zoning

Mayor Hayden opened the Public Hearing at 8:10 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
Tim Burch, 6200 Canyon Falls Dr, #300	Sandeep Sharma, 2504 Stillwater Ct	None
Diania L Hanson, 4048 Pepperwood	Dawn Bir, 4817 Rangewood Dr	
Amy Watkins, 2004 Reserve Ct	Jacquelyn Narrell, 4801 Lusk Ln	
Mark Stewart, 3932 Ridgecrest Dr	Larry Narrell, 4801 Lusk Ln	
Carol Kohankie, 4312 Lauren Way	Janvier Werner, 2829 Bob White Ln	

Melba Hayes, 9105 Seminole	Chuck Freeny, 4811 Lusk Ln	
Kendall Cooper, 5117 Connors Dr	Cathy Strathmann, 2612 Belmont	
Anita Cooper, 5117 Connors Dr	Katy Grote, 165 Double Oaks, Double Oak	
Amy Wallace, 2913 Trailwood Ln*	Lawrence Pruett, 705 Clydesdale Dr	
Ron Hilliard, 76226	Judith Collins, 1537 Simmons Rd	
Carolyn Seitz, 1125 Colony St*	Ralph Nasca, 4713 Clyesdale Dr	
Maria Nickerson, 2601 Halsey Dr*	Judith Collins, 1537 Simmons Rd*	
Rick Fitzgerald, 4621 Spruce	KC Walsh, 3525 High Rd*	
Jody Smith, 3705 Sarah Springs	Ciara Berry, 3357 Rolling Hills *	
Paul Stone, 4100 Broadway	Nick Stump, 3525 High Rd*	
Jessica Marick, 1416 Elmhurst Ln	Jay Estabrook, 4700 Hampshire Dr*	
Brenda Wendhem**	Mike Bir, 4817 Rangewood*	
Deborah and/or Stephen Cuzzo 1201 Timber Valley**	Nicole Kulas, 4913 Joshua Dr*	
David Smith, 3705 Sarah Springs**	Sara Freeny, 4811 Lusk Ln*	
Kent Nunn, 4909 Kingswood Dr**	John Fambrough, 4105 Spring Meadow Ln*	
Kathy Schmitt, 5104 Peaceful Cove**	Sandy Fambrough, 4105 Spring Meadow Ln*	
Patsy Mizeur, 1821 Castle Ct	Linda Sheehan, 4983 Lusk Ln*	
Jan Balekian, 5100 Cross Timbers Rd.**	Donna Sullivan, 4701 Clydesdale	
Tony Lawrence, 1121 Coker Dr**	William Sullivan, 4701 Clydesdale	
Christopher Kulas, 4913 Joshua Dr **	Kathy Blair, 5113 Forest Hill	
	Michael or Linda Sheehan, 4983 Lusk Ln	
	Dorene Pruett, 4705 Clydesdale Dr	

*submitted a speaker card; however, indicated did not wish to speak

**spoke but did submit a speaker card

Mayor Hayden closed the Public Hearing at 9:01 p.m.

Council Deliberation

There was Council discussion as follows:

- How the new property may or may not go along with the promise of Ms. Balekian
- Past discussion about a retail project for the SEC Lusk Lane and Flower Mound Road
- Other developments planned or in the works at 1171 and Lusk Ln
- What makes the most sense for this corner when you consider the long term community benefit
- Past recollections of great experiences and traditions at the Pumpkin Patch and how it is a part of Flower Mound; however, that is ancillary to the decision
- How you need to have the vision of what the corner will look like 5 or 10 years in the future
- How Council is not really talking about bringing in a CVS. It's about the zoning and land use of the property and how it fits into the surrounding area

- Is the MPA change to fit the area or start changes
- How CVS is a fine use for the corner given the other corners will not be retail (institutional uses) and the CVS serves the community, and there could be worse things on the corner in the future
- Things like lighting, etc. could be looked at in the future
- Each proposal that comes before council has to stand on its own merits
- How this proposal was brought to the Town, and not solicited by Council to come forward – this is the process a landowner has to go through
- How there are various districts in Town that offer different things, and the best way to respect those zones is to keep some of that separation, which in this case is primarily a residential core
- Potential options for the house to create some separation between the house and the business
- How the project doesn't work without some of the compromises previously discussed
- Whether the corner can support the retail
- Will CVS really address the ad valorem delta
- Is it going to provide something that is not already available

Councilmember Bryan Webb moved to approve a request for a Master Plan Amendment (MPA17-0014 – CVS Pharmacy #10907) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Retail, and adopt an ordinance providing for said amendment. Councilmember Jason Webb seconded the motion.

Council Discussion

- If this item passes when the design comes forward later, interest in seeing more stone on the front

VOTE ON MOTION:

Motion failed

AYES: B. WEBB, J. WEBB, FOREST

NAYS: MCDANIEL, BRYANT

Administrative Note: a *supermajority vote is required for a Master Plan Amendment*

Town Council recessed at 9:40 p.m. and reconvened at 9:45 p.m.

19. Public Hearing to consider a request for rezoning (ZPD17-0018 - CVS Pharmacy #10907) from Agricultural District (A) to Planned Development District No. 160 (PD-160) with Retail uses, with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and east of Lusk Lane. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its March 26, 2018, meeting.)

Councilmember Bryan Webb moved to deny a request for rezoning (ZPD17-0018 – CVS Pharmacy #10907) from Agricultural District (A) to Planned Development District No. 160 (PD-160) with Retail uses, with certain modifications and exceptions to the Code of Ordinances. Councilmember Jason Webb seconded the motion.

Council Discussion

Councilmember Bryan Webb indicated he made the motion to deny because item 18 failed to obtain a super majority, and item 19 still needs to be addressed. He noted that because of inconsistency with the Master Plan he is unable to recommend approval for the zoning, and for that reason made the motion to deny.

VOTE ON MOTION:

Motion to deny passed

AYES: FOREST, J WEBB, BRYANT, MCDANIEL, B WEBB

NAYS: NONE

20. Public Hearing to consider a request for a Specific Use Permit No. 451 (SUP17-0008 - Wichita Trail Cell Tower) to permit a communication tower, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Wichita Trail and east of Skillern Road. (The Planning and Zoning Commission recommended denial by a vote of 5 to 1 at its March 12, 2018, meeting.)

Staff Presentation

Mr. Russell and Mr. Meredith gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Photos of the subject property
- Signal coverage
- Site plan
- Spacing
- Coverage
- Legal aspects for consideration as it relates to this item

and they, or Mr. Stathatos, responded to questions from Council as follows:

- How does the proposed tower compare to the one at Grace Baptist Church (Garden at Firewheel), particular from a height perspective
- What does staff recommend or what does the Town's ordinance dictate in the way of shielding and design
- Was there any tower presented in the past and denied, and if so, why

Applicant Presentation

Karl Crawley, Masterplan Consultants, 900 Jackson St, Dallas, Texas, representing Verizon Wireless

Tom Major and Miriam Estevez, 814 Clearwater Lane, Verizon, Keller

Kyra Bowman, representing Verizon (site acquisition)

Mr. Crawley gave a presentation identifying or noting:

- Site plan
- Flower Mound Wichita tower example
- Distance from area structures

- Area photographs demonstrating height
- Text message/outreach to Verizon customers

and he, Mr. Major, Ms. Estevez, or Ms. Bowman responded to questions from Council as follows, and some of which were as a result of the public hearing:

- Clarification that there is room for three additional providers
- What type of technology is going in on this tower, as there are some concerns that there is more up to date technology out there that isn't as intrusive as a tower
- How will this tower improve cell service for that area
- Will the tower be able to handle new technologies and not be obsolete in the future
- Is the cell structure itself going to have anchor wiring or is it self-supporting
- Is there another tower in the area that they could rent space from to accomplish the same goal
- Will this tower make any other tower owned by Verizon obsolete
- Council's interest in exploring options to improve cell signal coverage near the Home Depot (Lakeside at FM 2499 intersection)
- Clarification that the tower meets all the requirements as stipulated in the ordinance
- What other providers will be on the tower with them
- How was this site location picked
- 4g versus 5g technology
- Why doesn't the small cell technology work in this area of Flower Mound
- Will there be a need for additional macro towers in the future
- What is the coverage radius for the proposed tower
- What happened to all the 2g and 3g towers, and if 5g comes along is this tower convertible
- Are they considering monopoles (that makes the tower look like trees)

Mayor Hayden opened the Public Hearing at 10:10 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
Eddie White, 3104 Beaver Creek	John Legg, 1105 Noble Way	Steve Dixon, 4604 Wisdom Creek Ct
Beth Weimerskirch, 2305 Beachview Dr	Donald Beiler, 2805 Guardian Ct	
Kathy Schmitt, 5104 Peaceful Cove	Michael Kay, 2812 Guardian Ct	
John Neth, 470 Seafarer Ct	Darla Kay, 2812 Guardian Ct	
Jeanette Cates, 5108 Coral Springs Dr	Quon Louey, 4813 Dominion Ct With donated time from: Esther Louey, 4813 Dominion Ct	
Don Cates, 5108 Coral Springs Dr	Gary Jones, 4817 Dominion Ct	
Robert Maxey, 4809 Schooner Ct*	Denise Jones, 4817 Dominion Ct	
Karen Maxey, 4809 Schooner Ct*	Lynn Sanchez, 4805 Dominion Ct	
Brad Revering, 2908 Corkwood Cir	Alfredo Sanchez, 4805 Dominion Ct	

	John Fambrough, 4105 Spring Meadow*	
Jeff Brannon, 3728 Hillsdale**	Sandy Fambrough, 4105 Spring Meadow*	
Dallas Cothrum, 900 Jackson, Dallas (representing Verizon)	Tracey Jones Savcik, 4817 Dominion Ct	
	Tim Whisenant, P O Box 271484	

*submitted a speaker card; however, indicated they do not wish to speak

**spoke but did not submit a speaker card

Mayor Hayden closed the Public Hearing at 11:14 p.m.

Council Discussion

There was Council discussion regarding:

- How cell service is a real problem in the Lakeside area and encouraged the applicant to work with staff on anything that can be done to improve service in that area
- Safety concerns is a major factor and people need the coverage when they need to call 911 via their cell phone

Councilmember Bryan Webb moved to approve a request for a Specific Use Permit No. 451 (SUP17-0008 – Wichita Trail Cell Tower) to permit a communication tower, and adopt an ordinance providing for said amendment. Deputy Mayor Pro Tem Bryant seconded the motion.

ORDINANCE NO. 08-18

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 451 (SUP-451) FOR A COMMUNICATION TOWER ON CERTAIN PROPERTY DESCRIBED AS BEING A TRACT OF LAND SITUATED IN THE J. M. GIBSON SURVEY, ABSTRACT NO. 459, AND ZONED AGRICULTURAL DISTRICT (A); PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: B. WEBB, MCDANIEL, BRYANT, J. WEBB, FOREST

NAYS: NONE

Motion passed

Town Council recessed at 11:30 p.m. and reconvened at 11:38 p.m.

Mayor Hayden opened items 21 and 22 at the same time.

21. Public Hearing to consider a request for a Master Plan Amendment (MPA17-0012 – Tinley Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Retail to High Density Single Family Detached, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Flower Mound Road and west of Duncan Lane. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 9, 2018, meeting.)

Staff Presentation

Mr. Russell gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Photographs of the subject property and vicinity
- Exceptions and modifications being requested by the applicant
- Conceptual site plan
- What has changed from when the item was heard by the Planning & Zoning Commission
- Conceptual landscape plan
- Unresolved items
- Park land dedication
- Park fees, and 4 draft motions

and he, Ms. Wallace, Mr. Dalton, or Mr. Meredith responded to questions from Council as follows:

- What should the setback be if the 60 is being waived
- What does staff think about acceptance of the park land
- Clarification regarding the type of fencing and access around the park area
- If this area was to be developed as retail, how much open park space would remain (once the parking in the retail gets added)

Applicant Presentation

Captain Reginald Rembert, Jr. 1400 Simmons Road

Mr. Rembert gave a presentation identifying or noting:

- Background information about the developer
- Current land use map
- Zoning map
- Master plan steering committee
- Plan and purpose
- Bluebonnet field
- Project specifics
- Pre P & Z Concept Plan
- Resident's concerns (drainage and rear yard setback)
- Town Council concept plan and conceptual landscape plan
- Lot area specifics
- Home builders
- Conclusion (proposal)

and he responded to questions from Council as follows, which some were as a result of the public hearing:

- Why was lot 3, Block B taken out in the first place
- For the homes on the west side, what price point do you expect those lots will bring
- What type of windows will there be and will it be a situation where bedrooms are looking into bedrooms
- Can the four homes that abut neighbors be structured with no windows on the second floor
- Can larger trees be purchased beyond what the Town's ordinance dictates to allow for better screening or separation
- For the trees, are those three 3" trees going to be in both the front and back yards, and what's the value of a 3" caliper tree
- The option of no balconies for 4 of the homes
- Is there truly only one house that has no 2nd story windows

Mayor Hayden opened the Public Hearing at 12:15 a.m. on Tuesday, April 17, 2018.

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
Suresh Agadz, 1809 Estes Dr	Brianna Bass, 1812 Estes Dr	Manish Misri, 1804 Estes Dr
	Dharmesh Joshi, 1808 Broughton Dr	Raghu Maclepolli, 201 Bridgewater
	Vamsi Rompicharla, 1808 Estes Dr	Asmish Sharma, 1804 Broughton Dr
	Sandeep Sharma, 2504 Stillwater Ct	Charles Jameson Bass, 1812 Estes Dr With donated time from: • 1816 Estes • Venkata Kondapalli, 1805 Estes • Ram Yalamanchir, 1809 Broughton
		Kishore Korrapati, 1801 Estes

Mayor Hayden closed the Public Hearing at 12:45 a.m.

Council Discussion

There was Council discussion regarding:

- How there have been changes made by the applicant as a result of a recent neighborhood meeting
- Not sure how Council can demand for a \$750,000 home to not have upstairs windows
- How this location is the entrance to our Town and deserves something better than tiny cookie cutter homes

- The site works because of the bluebonnet park, but there needs to be some adjustments with the lots to not take away from the entrance feature (the whole park needs to be open)
- Lot size and density
- Neighborhood transitions
- Process associated with park land dedication fees
- How this location will not get a grocery store or high end retail and interest in seeing a bluebonnet park than a hedge in front of parking
- How the home builder Darling does have a product with no 2nd floor windows

Councilmember Bryan Webb moved to approve a request for a Master Plan Amendment (MPA17-0012 – Tinley Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Retail to High Density Single Family Detached, and adopt an ordinance providing for said amendment. Mayor Pro Tem McDaniel seconded the motion.

ORDINANCE NO.13-18

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM RETAIL TO HIGH DENSITY SINGLE FAMILY DETACHED ON APPROXIMATELY 9.912 ACRES OF LAND SITUATED IN THE ROSANNAH BAKER SURVEY, ABSTRACT NUMBER 49; 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.

VOTE ON MOTION:

Motion passed

AYES: FOREST, J. WEBB, BRYANT, MCDANIEL, B. WEBB

NAYS: NONE

22. Public Hearing to consider a request for rezoning (ZPD17-0014 – Tinley Park) from Agricultural District (A) to Planned Development District No. 159 (PD-159) with Single-Family District-5 (SF-5) uses, with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$235,872.00 in place of the otherwise required Park Land Dedication and Park Development Fees in the amount of \$54,132.00. The property is generally located south of Flower Mound Road and west of Duncan Lane. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 9, 2018, meeting.)

Councilmember Bryan Webb moved to approve a request for rezoning (ZPD17-0014 – Tinley Park) from Agricultural District (A) to Planned Development District No. 159 (PD-159) with Single-Family District-5 (SF-5) uses, with certain exceptions and modifications to the Code of Ordinances, and adopt an ordinance providing for said amendment, with the Tinley Park Approval amending C7A to change the rear yard setback from 20 to 25 feet per the revised lot layout and it is lots 2 – 5, block A, and by adding a new subsection under section D entitled Landscape standards requiring a minimum of three 3" caliper trees for each residential lot along the western property boundary for planting in the rear yard and that such trees will be selected from the Town's approved planting list, one of which can be planted on the western neighbors lot (with permission), and by amending section C3 as follows: minimum lot width shall be 50 feet

subject to Section 98-1024 except for western side yards of block A, shall align with the side yards of adjacent subdivision Heritage Park Phase 2A, and amending Section C6 as follows: minimum side yard shall be 5 feet subject to section 98-1027 except the residential side yards of 2-5 block A shall be a minimum of 10 feet; and waive the 60' setback for lot 2 as shown on the conceptual site plan, and lot 3 block 3 is excluded from the development and shall be included as part of the area being excepted by the Town. Councilmember Jason Webb seconded the motion.

Deputy Mayor Pro Tem Bryant moved to amend the current motion to include a restriction on 2nd floor west side windows on block A; however, with the allowance of palladium style windows. Councilmember Jason Webb seconded the motion.

VOTE ON 2ND MOTION:

Motion passed

AYES: FOREST, J. WEBB, BRYANT

NAYS: MCDANIEL, B. WEBB

Councilmember Bryan Webb withdrew his original motion.

Deputy Mayor Pro Tem Bryant moved to approve a request for rezoning (ZPD17-0014 – Tinley Park) from Agricultural District (A) to Planned Development District No. 159 (PD-159) with Single-Family District-5 (SF-5) uses, with certain exceptions and modifications to the Code of Ordinances, and I further move that the development standards attached as Exhibit B of the Planned Development Ordinance be amended by 1) amending Section C7(a) to change the rear yard setback from 20 to 25 feet per the revised lot layout (as it is lots 2-5 block A), by adding a new subsection under title D called Landscape standards requiring a minimum of three 3" caliper trees for each residential lot along the western property boundary and such trees shall be selected from the Town's approved planting list, one of which can be planted on the western neighbors rear yard lot (with permission) and by amending section C3 as follows: the minimum lot width shall be 50' subject to section 98-1024 except for the western side lines of block A shall align with the side yard lines of the adjacent subdivision of Creekside Heritage Park Phase 2A by amending section C6 as follows: the minimum side yard shall be at least 5 feet subject to section 98-1027 except the western side yards residential lots 2-5 block A shall be a minimum of 10 feet, and the 60 foot building setback along 3040, lot 2 block A that exemption is added, and lot 3 block B is removed and is included into the open space and to include the restriction of no 2nd floor windows on the western lots or palladium windows (floor to ceiling). Councilmember Jason Webb seconded the motion.

Council Deliberation

- Privacy concerns as it relates to the 2nd story window factors and how many homes are impacted

Deputy Mayor Pro Tem Bryant withdrew the motion.

Councilmember Bryan Webb moved to reinstate his prior motion. Mayor Pro Tem McDaniel seconded the motion.

ORDINANCE NO.12-18

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 9.912 ACRES OF LAND SITUATED IN THE

ROSANNAH BAKER SURVEY, ABSTRACT NO. 49, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 159 (PD-159) WITH SINGLE-FAMILY DISTRICT-5 (SF-5) USES, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: B. WEBB, MCDANIEL, FOREST****NAYS: BRYANT, J. WEBB**

The following motion is for the purpose of addressing the park element of the item.

Deputy Mayor Pro Tem Bryant moved to accept the park land and based on the applicants appraised value calculation, leaving the difference of \$2,846.30. Mayor Pro Tem McDaniel seconded the motion.

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

Mr. Rembert indicated they would like to honor Town of Flower Mound employees Eric Metzger (Fire Chief) and Danny Hartz (Building Official) by working with the families to name two streets within this new community - one being Danny Hartz Way and the other Eric Metzger Lane.

Mayor Hayden announced that regular Items 23 – 29, including the public hearing associated with each, are now open to meet legal posting requirements; however, no discussion or possible action will be taken until April 17. He further announced that the Town Council is in recess as of 1:30 a.m. until 6:00 p.m. on Tuesday, April 17, 2018.

Town Council reconvened into open session at 6:00 p.m. on Tuesday, April 17, 2018.

Mayor Hayden opened items 23 and 24 at the same time. He also announced that the applicant has requested these items be remanded back to the Planning and Zoning Commission, and he asked for legal advice regarding the process for that to happen.

23. Public Hearing to consider a request for a Master Plan Amendment (MPA17-0015 – Magnolia Court) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density to High Density Single Family Detached, and to consider adopting an ordinance providing for said amendment. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. (The Planning and Zoning Commission recommended denial by a vote of 5 to 0 at its March 26, 2018, meeting.)
24. Public Hearing to consider a request for rezoning (ZPD17-0020 – Magnolia Court) from Agricultural District (A) to Planned Development District No. 161 (PD-161) with Single-Family District-5 (SF-5) uses, with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$263,088.00 in place of the otherwise

required Park Land Dedication and Park Development Fees in the amount of \$80,504.00. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. (The Planning and Zoning Commission recommended denial by a vote of 5 to 0 at its March 26, 2018, meeting.)

Staff Presentation

There was discussion about date options for consideration.

Councilmember Bryan Webb moved to have items 23 and 24 remanded back to the Planning and Zoning Commission on April 23, 2018. Mayor Pro Tem McDaniel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: FOREST, J. WEBB, BRYANT, MCDANIEL, B. WEBB

NAYS: NONE

Mayor Hayden opened items 25 and 26 at the same time.

25. Public Hearing to consider a request for a Master Plan Amendment (MPA17-0008 - Founder's Landing) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Retail, and to consider adopting an ordinance providing for said amendment. The property is generally located east of Long Prairie Road and north of Aberdeen Drive. (The Planning and Zoning recommended approval by a vote of 6 to 0 at its April 9, 2018, meeting.)

Staff Presentation

Mr. Russell gave a presentation for items 25 and 26 identifying or noting:

- General and detailed location
- Land use and zoning
- Photographs of the subject property
- Concept plan
- Exceptions and modifications requested by the applicant
- Elevations
- Perspective rendering
- Zoning exhibit

and he responded to questions or comments from Council as follows, and some of which were as a result of the public hearing:

- The location would be perfect for a Trader Joe's
- Concerns regarding adequate parking
- Concerns regarding the traffic impact as a result of this development

Applicant Presentation

Bobby Dollak, G & A Consulting, 110 Hillside, Lewisville

Mr. Dollak gave a presentation identifying or noting:

- Background information about the development name of Founder's Landing
- Location information
- Concept plan

And he responded to questions from Council as follows:

- Has LISD expressed any reservations regarding the setback next to their property

Mayor Hayden opened the Public Hearing at 6:15 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
Carol Kohankie, 4313 Lauren Way	Bjorn Vandug, 2016 Barton Creek Ln	Louis Tonery, 3110 Wood Hollow Dr**
Cathy Strathman, 2612 Belmont Ct**	Michael Swanson, 1009 Canongate Dr*	
Patsy Mizeur, 1821 Castle Ct**	Sara Swanson, 1009 Canongate Dr*	
Janvier Scott Werner, 2829 Bob White Ln	Bob Lauck, 1001 Inverness Ct*	
	Holly Lauck, 1001 Inverness Ct*	

*submitted a speaker card; however, indicated did not wish to speak

**did not submit a speaker card

Mayor Hayden closed the Public Hearing at 6:36 p.m.

Mayor Pro Tem McDaniel moved to approve a request for a Master Plan Amendment (MPA17-0008 – Founder's Landing) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Retail, and adopt an ordinance providing for said amendment. Deputy Mayor Pro Tem Bryant seconded the motion.

ORDINANCE NO. 11-18

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM ESTATE RESIDENTIAL TO RETAIL ON APPROXIMATELY 17.69 ACRES OF LAND SITUATED IN THE JOHN WHITE SURVEY, ABSTRACT NO. 1341; 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.

VOTE ON MOTION:

AYES: B. WEBB, MCDANIEL, BRYANT, J. WEBB, FOREST

NAYS: NONE

Motion passed

26. Public Hearing to consider a request for rezoning (ZPD17-0010 - Founder's Landing) from Agricultural District (A) to Planned Development District No. 157 (PD-157) with Retail District-2 (R-2) and Agricultural uses, and with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located east of Long Prairie Road and north of Aberdeen Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 9, 2018, meeting.)

Councilmember Bryan Webb moved to approve a request for rezoning (ZPD17-0010 – Founder's Landing) from Agricultural District (A) to Planned Development District No. 157 (PD-157) with Retail District-2 (R-2) uses, and with certain modifications and exceptions to the Code of Ordinances, and adopt an ordinance providing for said amendment. Councilmember Forest seconded the motion.

There was discussion about Mr. Hilliard's long term standing in the Town and it was suggested that the development have some type of memento within the development that signifies the history of the location.

ORDINANCE NO.15-18

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 17.69 ACRES OF LAND SITUATED IN THE JOHN WHITE SURVEY, ABSTRACT NO. 1341, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 157 (PD-157) WITH RETAIL DISTRICT-2 (R-2) 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: FOREST, J. WEBB, BRYANT, MCDANIEL, B. WEBB

NAYS: NONE

Mayor Hayden opened items 27 and 28 at the same time.

27. Public Hearing to consider a request for a Master Plan Amendment (MPA17-0010 – Lakeside Village) to amend Section 1.0, Land Use Plan, and Section 2.0, Area Plans, of the Master Plan to change the current land use designation from Campus Commercial use within the Lakeside Business District Area Plan to Mixed Use, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Lakeside Parkway and south of Lakeside Village Boulevard. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its April 9, 2018, meeting.)

Staff Presentation

Mr. Dalton gave a presentation identifying or noting:

- Previous meetings summary
- Reoccurring concerns (towers and heights, public access)
- Historical information about the site
- Current zoning
- Towers and building heights
- Fine arts center
- Public access points/open space areas/The Boardwalk/amphitheater/water front bluff
- Updates since April 9
- Multi-family heights
- MU-ten land use table, microzone map
- Considerations (policy, technical)
 - o New uses
 - o Tree mitigation
 - o Residential
 - o Design
 - o Bonus height
 - o Park fees
 - o Traffic
- Modifications
 - o Land use changes (various)
 - o Minimum block dimension
 - o Parkway and planter widths
 - o Reduction of floor to floor height
 - o Bonus height
 - o Max front setback for hotel and restaurants
 - o Allowance for one cul-de-sac
 - o EIFS on building 4 stories or taller
- Outstanding issues
 - o Residential units
 - o Bonus provisions
 - o Park fees
 - o Development agreement

and he, Mr. Stathatos, or Mr. Meredith responded to questions or comments from Council as follows:

- Did the concept of building height in that area get discussed in the late 80s
- Clarification that it was the FAA that put the restrictions on height
- Clarification regarding PD 39 and what happens over time
- What prompted the project (PD 39 with campus commercial uses – 40 stories) to come forward in 1999
- What type of building frame is required for 4 stories
- What type of hotel is included in the development agreement
- Will there be continuous access to the trail system during construction
- For the phasing, what is not said, but is reality is a lot of infrastructure needs to happen first

- for the fine arts center the concept was very hypothetical as the Town doesn't have a funding source, so if it wasn't a fine arts center what could go there
- clarification regarding the property value and corresponding park fees (hines track)
- clarification regarding phasing and residential protections
- Could a minimum square footage be set for the condos or lofts
- Clarification regarding why the project went to the parks board
- Is a linear park allowed by ordinance
- Has the project gone through the process with SMARTGrowth
- How long might it take for establishing a TIRZ District, as that may dictate the timing for a commitment of a fine arts facility

Applicant Presentation

Jimmy Archie, Realty Capital, 909 Lake Carolyn Pkwy, Irving, TX

Mr. Archie gave a presentation identifying or noting:

- Changes to zoning code since P & Z
- Building height limitations
- Building height variation requirements
- Restricted uses in MZ 1 zone
- Development agreement issues (residential unit/tower triggers)
- Scenario options for building units and heights
- Total residential units (scenarios)
- Lakeside tower units
- Lakeside tower prospect report
- Public questions and answers
 - o Condo leasing restrictions
 - o Open space

and he, or Mr. Richard Myers, also with Realty Capital, responded to questions or comments from Council as follows, some of which were as a result of the public hearing:

- For the hotel site with the loft option above, how many lofts would be included
- For the fine arts center, can the current trigger of 3 years (that makes it go back to commercial) be pushed out to 5 or 6 years
- Interest in having the hotel come before the fine arts center
- Interest in having no other building taller than the hotel in that particular zone so it remains a focus, with the exception of an office tower
- Clarification regarding commercial ready uses on the ground floor
- Clarification regarding the limit of 12 stories and if that means occupied stories or 12 stories above ground
- For the water taxi, the Gaylord has already agreed to being open to that and the Corp was acceptable to it as well
- Concerns regarding debris and erosion on the trails and how it needs to be a collective effort to maintain it
- What is the acreage and seating capacity of the amphitheater
- What is planned to preserve the house that Mr. Tarwater was born in
- Is the natural trail ADA accessible
- How is the HOA handled in this mixed used project
- Is there a percentage of residential versus commercial on an overall basis for the development

- Has there been conversations with the school district as to what is coming and if they can handle it
- How will parking issues be addressed to allow for enough convenience parking for patrons of the development
- Interest in having cross use agreements in the event ownership changes
- Does the development feel rushed from the applicant's perspective
- What and why are there linear parks in this development
- For the amphitheater, why did it get smaller from the original plan, and what kind of events would take place in this setting
- At what point can I see the lake from the boardwalk
- Is the development depending on having a tax investment zone created for the district for its success
- Clarification regarding the max height of some the towers
- Clarification that both fire and police will have an opportunity to review the plans as they come forward where they can raise concerns and they will be addressed going forward
- Clarification on the proposed changes that the applicant made

Mayor Hayden opened the Public Hearing for items 27 and 28 at 8:24 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/ Unknown
Kevin Stokes, 2500 Lakeside Pkwy, Ste 180	Suneetha Rajesh, 2681 Virginia Pkwy	Paul Stone, 4100 Broadway
Peter Stewart, 3717 Stratford, Dallas, TX	Darren Bothe, 3963 Holiday Dr, Colleyville	Dennis White, 1212 Sweetwater
Laird Sparks, 600 E Las Colinas Blvd, Irving	Holly Hennessey, 2612 Santa Monica*	Kalyan Siddabattula, 309 Hathaway*
Mike Siegel, 2705 Desco Dr	Jeffrey Blasko, 624 Loma Alta With donated time from: Nicholas Blasko, 624 Loma Alta Gale David, 4317 Wildwood Dr	
Roland Shepard, 728 Northwood Dr	Susan Wilson, 637 Loma Alta	
Peter Schwartz, 2617 Desco Dr	Anil Agrawal, 624 Heritage Ln	
Kathy Schmitt, 5104 Peaceful Cove	Terry Allen, 3501 Ophel Way	
Chance Robertson, 8300 FM 620, Suite K-100, Austin	Erica Brown, 2809 St. Andrews Dr	
Joe Roach, 4993 Lusk Ln	Adam Brown, 2809 Saint Andrews	
Laura Rauhauser, 2501 Lakeside Pkwy	Amy Canova, 605 Autumn Ln	
Jenice Pizzuto, 2629 Desco Dr	Judy Collins, 1537 Simmons	

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 16/17, 2018

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Cathy Perry, 2617 Desco Dr	Michael Creamer, 2008 Rose Bluff Terr	
Shelly Messerti, 2630 Virginia Pkwy	Lethe Creamer, 2008 Rose Bluff Terr	
Eric Merkle, 2604 Santa Monica St	Jim Engel, 5110 Bayberry St	
Aaron McDaniel, 2624 Santa Monica St	Sandy Fambrough, 4105 Spring Meadow Ln	
Clanton Lynch, 2604 Edgemere	Scott Fortado, 4408 Sorrel Ct	
Sandra Ludwig, 2621 Sedona St	Cindy Froese, 2905 Saint Andrews Dr	
Priscilla King, 348 Loma Alta Dr	William Goforth, 2717 Thistlewood Ct	
Brian King, 348 Loma Alta Dr	Sheryl Goforth, 2717 Thistlewood Ct	
Linda Jeffery, 528 Sandy Lane	Jason Hobbs, 1000 St Francis	
Holly Homer, 304 Loma Alta	Art Hunter, 2512 Stillwater Ct	
Kathy Frisbie, 2717 Desco Dr	Prasad Kanderi, 2631 Virginia Pkwy	
Curtis Frisbie, 2717 Desco Dr	Christina Lawrence, 1121 Coker Dr	
Matthew Cordner, 2625 Desco Dr	Jean Levenick, 2716 Gentle Dr	
Brandon Carter, 304 Hollow Way	Todd Marsh, 305 Hathaway	
Bret Berman, 621 Heritage Ln	Beth McIlhaney, 1504 Yaggi Dr	
Kathy Beck, 691 Sandy Ln	Joe McMahon, 1417 Mimosa Ct	
Richard Baldwin, 1700 Shadywood Ct	S.L. Marshall, 3200 Heatfield	
Darren Beck, 691 Sandy Ln	Tom Marshall, 3200 Heatfield	
Mercy Little, 2450 Lakeside Pkwy	Gil Metzger, 605 Loma Alta Dr	
Mike Palmer, 2613 Fairhill Ln	Patsy Mizeur, 1821 Castle Ct	
Jeff Coleman, 613 Heritage Ln	Rachel Muza, 1056 Saint Francis	
Roxann Taylor, 2451 Lakeside Pkwy	Dawn Peterson, 4125 Sharondale Dr	
Jayne Thompson, 2701 Desco Dr	Carol Robey-Miner, 1513 Fuqua Dr	
Chris Thompson, 2701 Desco Dr	Lois Sanger, 2771 Lakeside Pkwy, #221	
Lynn Titel, 728 Northwood Dr	Sandeep Sharma, 2504 Stillwater Ct With donated time from: William Langley, 913 Sugarberry Ln	

	Catherine Pendola, 5309 Balmoral Ln	
Christi Wade, 2625 Desco	Jon Spencer, 2812 Aberdeen Dr	
David Woodard, 724 Northwood Dr	George Stepp, 4409 Bent Gross Way	
Nicole Smith Woodard, 724 Northwood Dr	Cathy Strathmann, 2612 Belmont Ct	
Pam Siegel, 2705 Desco*	Emily Strittmatter, 4816 Mesquite St	
	Meenakshi Unapathy, 2617 Virginia Pkwy	
	Bjorn Vandug, 2016 Barton Creek Ln	
	Ram Vempati, 755 Sandy Ln	
	Seetha Vempati, 755 Sandy Ln	
	Lisa Watnous, 2624 Virginia Pkwy	
	Janvier Scott Werner, 2829 Bob White	
	Donna White, 1212 Sweetwater Ln	
	Amy Williams, 5204 Saddle Dr	
	Susan Wilson, 637 Loma Alta Dr	
	Ruth York, 609 Lake Bluff Dr	
	Wenya Yang, 1832 Trail Ridge Ln	
	Greg Wilson, 637 Loma Alta	
	Alicia Blasko, 624 Loma Alta	
	Connie Lystad, address not provided*	
	Lavanye, 629 Heritage Ln*	
	Name not provided, 901 Rosemary Dr*	
	Patrick and Anne Armstrong, address not provided*	
	Misty Fenner, address not provided*	
	Kyle Fenner, address not provided*	
	Garr Lystad, 1917 Whitchall Dr, Corinth*	
	Bob Lauck, 1001 Inverness Ct*	
	Lori Kline-Pearson, 5304 Singing Brook*	
	Linda Hogan, 5305 Singing Brook*	
	Marissa Peterson, 2612 Santa Monica*	
	Mike Pennington, 1029 Canongate Dr*	
	Name not provided, 4408 Sorrel Ct*	
	Tracy Ehlers, 1541 Redwood Crest Ln	
	Sara Swanson, 1009 Canongate Dr*	
	Holly Lauck, 1001 Inverness Ct*	
	Mary Strickland, 3204 Springwood*	
	John Fambrough, 4105 Spring Meadow*	
	Susie Stroope, 1405 Longbow Trail*	
	Sandra O'Hara, 1406 St. Francis*	

	Name not provided, 2621 Virginia Pkwy*	
	Sofie Delgado, 829 Glen Garry Dr*	
	Marianne Benton Sharp, 3200 Raintree Dr*	
	Michael Swanson, 1009 Canongate Dr*	
	Annette Engel, 5110 Bayberry*	
	Erick Paris, 2921 Queen Mary Dr*	
	Emily Hobbs, 1000 Saint Francis*	
	Carmen Vandug, 2016 Barton Creek*	
	Janice Stiff, 2312 Pinehurst Dr*	
	Kovitha Ilani, 2661 Virginia Pkwy*	
	Katy Grote, 165 Double Oaks, Double Oak*	
	Rodrica Goncalvet, 2630 Exall St*	
	Kathy Stockhausen, 3204 Kent Dr*	
	Address not provided, 3204 Kent Dr*	
	Lacy Swarvat, 2916 Queen Mary Dr*	
	Dianne Jackson, 1512 Redwood Crest*	
	Pat Bump, 1512 Redwood Crest*	
	Michael Blasko, 624 Loma Alta*	
	Carol Owens, 624 Loma Alta*	
	Loi Frilot, 2404 Northshore*	
	Andy Williams, 5204 Saddle Dr*	
	Greg George, 3508 Sutton Dr*	
	Brandon George, 3508 Sutton Dr*	
	Michael Miner, 1513 Fuqua Dr*	
	Bill Canova, 605 Autumn*	
	Stephen Whisenant, PO Box 271484*	
	Tim Whisenant, PO Box 271484*	
	Charlotte Jones, 3504 Devonshire*	
	Name not provided, 2621 Virginia Pkwy*	
	Name not provided, 2621 Virginia Pkwy*	
	Robert Sanders, 1406 St. Francis Ln*	

*submitted a speaker card; however, indicated did not wish to speak

**did not submit a speaker card

Mayor Hayden closed the Public Hearing at 11:13 p.m.

Mayor Hayden announced that in accordance with Texas Government Code, Chapter 551.071 the Town Council is convening into closed session for consultation with the Town Attorney. The Town Council reconvened into open session at 11:31 p.m.

Council Discussion

There was Council discussion as follows:

- Current and past successful economic development projects in the Town
- How the debt of the Town is not an issue, and some of the comments made during the public hearing were inaccurate
- When the site plan comes forward, consider materials or opportunities that allow accessibility to the public
- How there is not a threat of overcrowding in the school districts based on statistics
- How there are protections that include guarantees for the Town and many restrictions are in place
- The due diligence has been done on this development as there have been many meetings with citizens, business owners, and the applicant to discuss many of the points and concerns that have been brought up
- How there has been a lot of compromise in the process
- For the triggers, interest in having the hotel come forward before the restaurants; however, there needs to be flexibility in that area given the market will decide that
- As it relates to change, it can be a good thing so there shouldn't be a focus on keeping what was proposed in 2012 (need to look at where the market is today, where the money is coming from, etc.)
- How the retail environment has changed
- If there is a bonus for the additional units, there should be other desired amenities
- Moving the density down makes sense
- How the Town has nothing to lose because we don't have it today – and the only way we will is if it gets developed
- Residential versus commercial
- Background information about the property, including what was approved in 2012
- There needs to be a limit on the hotel with the lofts above (i.e. 10 – 15%)
- Example of an individual who works and lives in Lakeside and how it's a lifestyle choice
- Interest in using the Town's appraised value instead of the developer's
- How the majority of people are saying they like what is there today
- Past history and what happened with The Pearl
- Phasing options
- For the restaurants, they should be high quality given they overlook the lake (i.e. county line restaurant)
- Summary of points that need to be included with a proposed motion

Master Plan (#27):

Councilmember Bryan Webb moved to approve a request for a Master Plan Amendment (MPA17-0010 – Lakeside Village) to amend Section 1.0, Land Use Plan, and Section 2.0, Area Plans, of the Master Plan to change the current land use designation from Campus Commercial use within the Lakeside Business District Area Plan to Mixed Use, and adopt an ordinance providing for said amendment. Councilmember Forest seconded the motion.

ORDINANCE NO.14-18

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, AND SECTION 2.0, AREA PLANS, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE DESIGNATION ON 9.0 ACRES OF LAND, BEING ALL OF LOT 1, BLOCK 1, OF THE LAKESIDE HOTEL ADDITION, FROM CAMPUS COMMERCIAL USE WITHIN THE LAKESIDE BUSINESS DISTRICT AREA PLAN TO MIXED USE; IN ACCORDANCE WITH SPECIFIC EXHIBITS ATTACHED HERETO; 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.

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

28. Public Hearing to consider a request for rezoning (MU17-0002 – Lakeside DFW/Lakeside Village) to amend Mixed Use District-1 (MU-1) to include additional land, amend certain conceptual plans and development standards in the Lakeside DFW Development Code, and request certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town, and acceptance of cash in lieu of land in the amount of \$2,893,094.40 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$317,852.00. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway. (The Planning and Zoning Commission recommended approval by a vote of 4 to 2 at its April 9, 2018, meeting.)

Zoning:

Councilmember Bryan Webb moved to approve a request for rezoning (MU17-0002 – Lakeside DFW/Lakeside Village) to amend Mixed Use District-1 (MU-1) to include additional land, amend certain conceptual plans and development standards in the Lakeside DFW Development Code, and certain exceptions and modifications to the Code of Ordinances, and adopt an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and authorize for Mayor to execute same on behalf of the Town, with the following modifications: to include the modifications delivered this evening with respect to the zoning code associated with the rezoning ordinance and the development agreement amendments, and also including an amendment to the zoning code to permit no more than 15% of the hotel to contain residential units to be taken from the residential allocation in the zoning, and with respect to the fine arts facility, the Town shall render a formal vote by council on whether or not to proceed with the fine arts facility within 12 months (April 18, 2019) and commence construction by no later than December 31, 2022, and if not commercial shall be permitted on the location in accordance with the zoning. Councilmember Forest seconded the motion.

Park Fees:

Councilmember Bryan Webb moved to approve park fees utilizing the Town valuation at \$376,000, land dedication (utilizing the top row and as highlighted below) and granting the 50% reduction:

Value	Land Dedication (30 lots)	Cash in Lieu	Fee per unit (30 units)	Fee per unit (30 units) with 50% reduction
Town: \$376,000.00	1.008 acres	\$379,008.00	\$12,633.60	\$6,316.80
Applicant: \$108,888.89	1.008 acres	\$109,760.00	\$3,658.67	\$1,829.33

Councilmember Forest seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: B. WEBB, MCDANIEL, BRYANT, J. WEBB, FOREST

NAYS: NONE

ORDINANCE NO. 09-18

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 63-12, 12-13, 14-15, 58-15 AND 03-17, WHICH ESTABLISHED AND LATER AMENDED MIXED USE DISTRICT-1 (MU-1), ALSO KNOWN AS THE LAKESIDE DFW MIXED USE DEVELOPMENT; BY ADDING 9.0 ACRES OF LAND, BEING ALL OF LOT 1, BLOCK 1, OF THE LAKESIDE HOTEL ADDITION, TARRANT COUNTY, TEXAS; AND CHANGING THE ZONING ON THAT LAND FROM PLANNED DEVELOPMENT DISTRICT NO. 39 (PD-39) WITH COMMERCIAL DISTRICT-2 (C-2) USES TO MIXED USE DISTRICT-1 (MU-1), IN ACCORDANCE WITH THE TOWN'S MASTER PLAN; AND BY REPLACING EXHIBIT "B," TO ORDINANCE NO. 63-12, ENTITLED "LAKESIDE DFW DEVELOPMENT CODE," TO INCLUDE THE ADDITIONAL 9.0 ACRES OF LAND, TO AMEND CERTAIN DEVELOPMENT STANDARDS AND CONCEPTUAL PLANS APPLICABLE ONLY TO SUBZONES MU-TEN, MU-C(2) AND MU-C(3), AND TO INCORPORATE PRIOR AMENDMENTS APPROVED WITH ORDINANCE NOS. 12-13, 14-15, 58-15 AND 03-17 IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: FOREST, J. WEBB, BRYANT, MCDANIEL, B. WEBB

NAYS: NONE

Town Council recessed at 1:15 a.m. on Wednesday, April 18, 2018, and reconvened at 1:20 a.m.

29. Public Hearing to consider approval of a Chapter 380 Agreement for the development of a speculative office project located on a 10-acre tract on the west side of Long Prairie Road, between Lakeside Pkwy. & Silveron Blvd.

Staff Presentation

Ms. Roy gave a presentation identifying or noting:

- Project details
- Office development
- Incentive Request
- Proposed agreement terms
- Building renderings
- Economic Impact Assumptions
- 20 year cost benefit analysis

and she, Ms. Wallace, or Mr. Meredith responded to questions from Council as follows:

- Economic development outreach to date regarding speculative office product
- Clarification regarding the type of water line
- If major infrastructure improvements are needed
- Clarification that the \$100,000 infrastructure grant is just toward the office component
- Can the Town pull funds from the fund balance (worst case scenario)
- Has this type of agreement been done in the Metroplex
- Interest in having a structured reporting process on a quarterly basis once the permit is pulled
- What is the break-even year
- Occupancy rate versus liability

Council Discussion

- Background information about why this item is on the agenda (Council interest in recruiting Class A office space)
- How this is a onetime deal to get things started to prove that Flower Mound is a viable location for Class A office space
- Wish that Realty Capital had a little bit more skin in the game and things like a feasibility analysis, etc. would have been done so the Town could have more assurances

Applicant Presentation

Alex Brown, Realty Capital, 909 Carolyn Pkwy, Irving, Tx

Mr. Brown gave a presentation identifying or noting:

- Project financing
- Debt service coverage

and he responded to questions from Council as follows:

- Define what occupancy means per the agreement
- What do you anticipate you will receive for rent
- So if this is approved, when will you apply for the entitlements
- How many stories are being considered, and what is your common space on each floor plate

- Is it possible the Town's obligation would be covered when you're at 50%
- When do you start paying principal
- What is the least amount to cover PMI
- If zoning isn't achieved is the agreement null

Mayor Hayden opened the Public Hearing at 1:30 a.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, 5110 Bayberry		
Joe Roach, 4993 Lusk Ln		
Joe Roach, Jr., 4975 Lusk Ln		

Mayor Hayden closed the Public Hearing at 1:35 a.m.

Councilmember Jason Webb moved to approve the Chapter 380 Agreement for the development of speculative office project located on the 10 acre track on the west side of Long Prairie Road between Lakeside Parkway and Silveron Boulevard, and with a quarterly report beyond the permitting process. Councilmember Forest seconded the motion.

VOTE ON MOTION:

AYES: FOREST, J. WEBB, BRYANT, MCDANIEL, B. WEBB

NAYS: NONE

Motion passed

M./N. CLOSED/OPEN MEETING

The Town Council did not convene into a closed meeting.

- 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.

- 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

O. **ADJOURN REGULAR MEETING**

Mayor Hayden adjourned the meeting at 1:38 a.m. on Wednesday, April 18, 2018, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

DRAFT



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: May 7, 2018

FROM: Jaime Jaco-Cooper, Senior Center Manager

ITEM: Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Casino Night.

BACKGROUND INFORMATION: Mary Kay Walker with the SIM Auxiliary, Inc. is requesting approval from the Town Council to serve beer and wine at their Casino Night fundraiser on Saturday, June 16, 2018, from 6:00 – 10:00 p.m. at the Flower Mound Senior Center.

The SIM Auxiliary (SIMA) was formed in 2009 as a 501(c)3 to support Flower Mound seniors and the Town's Seniors In Motion Program. SIMA has raised and contributed over \$100,000, which has been used to purchase equipment and furniture for the Town's senior program.

The Casino Night Fundraiser is a lively event with games, live music, refreshments, and prizes put on each year by SIMA to raise funds for the Flower Mound Seniors In Motion program. Gaming tables will be set up throughout the Flower Mound Senior Center for participants to gamble with play money. Participants will be given an allotment of chips with their admission tickets and can purchase more for a donation. At the end of the night, attendees can bid for donated prizes with their winnings. The event will also include a wide assortment of appetizers and refreshments donated by local businesses. Attendees can also bid on a variety of silent auction items during the fundraiser. This will be the sixth Casino Night Fundraiser presented by SIMA. Previous Casino Night fundraisers have raised over \$40,000 for the Flower Mound Seniors In Motion Program. In 2016, SIMA held a Casino Night Fundraiser at the Flower Mound Senior Center and there were no issues related to the serving of alcoholic beverages.

During the fundraiser, a TABC licensed server will be onsite to serve wine and beer, as well as monitor participant consumption to ensure that no one is overserved. There will be enough wine and beer for two servings per person registered for the event. SIMA will take on the risk and liability of providing the alcohol at the event. The Town will be named as an additional insured on their liability insurance. No one under 21 will be admitted access to the event.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town Council can deny the request and the SIM Auxiliary can work with Town staff to host their event without offering alcoholic beverages.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. SIMA Casino Night Event Flyer
2. Insurance Certificate

DRAFT MOTION: Move to approve the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Casino Night.



The 6th Annual SIMA Casino Night

**Saturday,
June 16, 2018
6 – 10 p.m.**

Flower Mound Senior Center

2701 West Windsor Drive
Flower Mound, Tx 75028
972.874.6110

◆ **\$35 per person**

◆ *Includes \$1,000 in casino chips, food, beverages, live music, Las Vegas style casino games, silent auction, and prizes!*

◆ Purchase tickets at the Flower Mound Senior Center Courtesy Desk or online at <https://activenet.active.com/flowermoundparksandrec>

◆ **SIMA, a friend of Flower Mound Seniors in Motion program, is a 501c3 non-profit that benefits Flower Mound Seniors.**

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
05/02/2018

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com	THIS CERTIFICATION IS ISSUED AS A 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 SIM Auxiliary Inc Mary Kay Walker 2701 W. Windsor Dr Flower Mound, TX 75028	<table border="1"><tr><th>INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Lloyds Syndicate 2623</td><td>AA-1128623 82%</td></tr><tr><td>INSURER B: Lloyds Syndicate 623</td><td>AA-1126623 18%</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></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds Syndicate 2623	AA-1128623 82%	INSURER B: Lloyds Syndicate 623	AA-1126623 18%	INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

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	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
A	Y	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCUR ☒ Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ Retail Liquor Liability	EH-771318-L1994342 EH-771318-L1994342	06/16/2018 06/16/2018	06/17/2018 06/17/2018	<table border="1"><tr><td>EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ INCLUDED</td></tr><tr><td>DEDUCTIBLE</td><td>\$ 1,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE	\$ 1,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ INCLUDED	DEDUCTIBLE	\$ 1,000		\$
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
		GARAGE LIABILITY ☐ ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN EA ACC</td><td>\$</td></tr><tr><td>AUTO ONLY: AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$								
AUTO ONLY - EA ACCIDENT	\$																			
OTHER THAN EA ACC	\$																			
AUTO ONLY: AGG	\$																			
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$				
EACH OCCURRENCE	\$																			
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		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
Attendance: 300, Event Type: Casino Nights.

CERTIFICATE HOLDER

Town of Flower Mound
2701 W Windsor Dr
Flower Mound, TX 75028

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Town of Flower Mound 2701 W Windsor Dr Flower Mound, TX 75028
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: May 7, 2018

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of a resolution finding that Oncor Electric Delivery Company LLC's Application for Approval of a Distribution Cost Recovery Factor pursuant to 16 Tex. Admin Code 25.243 to increase distribution 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.

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 April 5, 2018, Oncor filed an Application for Approval of a Distribution Cost Recovery Factor. In the filing, the Company is seeking an increase in distribution revenues of \$19,002,177. The resolution authorizes the Town to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and, if lawful, to determine what further strategy, including settlement, to pursue. The Public Utility Commission of Texas's rules allow cities 60 days to act on this application. That deadline is June 4, 2018.

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

ATTACHMENTS:

1. Resolution

DRAFT MOTION: Move to approve a resolution finding that Oncor Electric Delivery Company LLC's Application for Approval of a Distribution Cost Recovery Factor pursuant to 16 Tex. Admin Code 25.243 to increase distribution 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.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION 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 ("OCSC"), a membership 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 April 5, 2018 Oncor filed with the Town an Application for Approval of a Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 48231, seeking to increase electric distribution rates by approximately \$19,002,177; and,

WHEREAS, all electric utility customers residing in the Town will be impacted by this ratemaking proceeding if it is granted; and,

WHEREAS, Cities are coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and,

WHEREAS, Cities members and attorneys recommend that members deny the DCRF;

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

SECTION 1.

That the Town is authorized to participate with Cities in PUC Docket No. 48231.

SECTION 2.

That subject to the right to terminate employment at any time, the Town of hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the Town regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

That the Town's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

SECTION 6.

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 7.

That a copy of this Resolution shall be sent to Stephen N. Ragland, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 7th DAY OF
MAY, 2018.**

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: May 7, 2018

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of three (3) New Ford F150 Pick Up Trucks with Animal Control Insert per Town of Flower Mound Specifications for the Animal Services Department from Sam Pack's Five Star Ford in the amount of \$101,148.00.

BACKGROUND INFORMATION: The Animal Services Department is requesting the purchase of three (3) New Ford F150 Pickup Trucks with Slide-In Animal Control Units in the amount of \$101,148.00 through State of Texas Contract #072-A1 (TexasSmartBuy CoOp Contract). These vehicles are part of the approved Fiscal Year 2017-2018 Vehicle Equipment Replacement Fund (VERF) budget and replace units #4200-07, #4200-08 and #4200-09.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$101,148.00

Proposed Expenditure:

Account Number(s):

\$101,148.00

565-450-84500-6110 (VERF)

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation
2. Sam Pack Five Star Ford's Vehicle Quote
3. Town of Flower Mound Specifications

DRAFT MOTION: Move to approve the purchase of three (3) New Ford F150 Pick Up Trucks with Animal Control Insert per Town of Flower Mound Specifications for the Animal Services Department from Sam Pack's Five Star Ford in the amount of \$101,148.00.



Bid Award Recommendation

Texas Smartbuy Contract 072-A1

Date: 03-16-2018

Description: **2018 Ford F150 Extended Cab Pickup LWB**

Replaces/Trade-in: Unit 4200-07, 4200-08, 4200-09

Bidder #1: Sam Pack's Five Star Ford

Bid: 2018 Ford F-150 Extended Cab LWB Pickup w/animal control insert

Quantity: Three

Per each truck: \$33,716.00

Total (all 3 trucks) \$101,148.00

**Delivered to Town of Flower Mound Fleet Service Center
1101 Duncan Ln.
Flower Mound, Tx**

It is Fleet Services recommendation to award the bid to **Sam Pack's 5 Star Ford**, as the lowest responsible bidder in the amount of \$ **101,148.00**.

H. Deats Stewart
Fleet Services Manager

03-16-2018
Date

**Town of Flower Mound
Request for Quote No.
Purchase of Three (3) Full Size, Extended Cab, ½ Ton Pick-Ups,
Regular 8' bed**

I. General Information

The Town of Flower Mound is soliciting quotes for three (3) full size, extended cab, ½ ton pick-ups, regular 8' bed, in accordance with the specifications herein. The equipment must be new, of current production model, and available to the commercial market. This is a one time purchase and will be awarded based on the lowest quote received meeting specifications.

II. General Specifications

It is the intent of the Town of Flower Mound to satisfy the requirements set forth by the EPA (Environmental Protection Agency) whenever purchasing new vehicles and/or equipment. Therefore, bidders are required to indicate below if the units bid, 'Are' or 'Are Not' EPA LEV (Low Emission Vehicle) certified. The Town reserves the right to purchase a LEV unit, or a non-LEV unit, based upon availability of funds.

(Indicate by placing a check in the appropriate box):

- ☒ Yes ___ No 1. Unit offered is an E-85 Flex-Fuel vehicle (if available)
- ___ Yes ___ No 2. Unit offered is EPA LEV certified (or greater).

Respondents **MUST** place a checkmark in the appropriate box to indicate: 'Yes' unit offered meets or exceeds the minimum required specification, or 'No' unit offered does not meet or exceed the minimum required specification listed. Failure to do so could result in disqualification of quote. The Town of Flower Mound reserves the right to waive minor irregularities as determined by the Town due to changes in industry standards. Minor irregularities will not affect the end product/performance intended by the specifications. Respondent agrees that as a condition of this quote, all options available on standard base unit, whether explicit or implied in this specification, will be included on the unit at no additional cost to the Town of Flower Mound.

Drive Train

☒ Yes ___ No 1. Engine: V-8, approx. 231 hp. @4750 rpm, gasoline

**State engine size and horse-power bid:

Engine: 5.0
H.P. 395.

☒ Yes ___ No 2. Automatic Transmission

☒ Yes ___ No 3. Fuel tank: standard equipment capacity

☒ Yes ___ No 4. Heavy duty battery

☒ Yes ___ No 5. GVWR : Minimum 6200 lbs. (approx.)

☒ Yes ___ No 6. Power brakes

☒ Yes ___ No 7. Wheelbase: minimum 143" (approx.)

☒ Yes ___ No 8. H.D. Trailer Towing Package

Tires and Wheels

☒ Yes ___ No 1. Tires: Radial highway tread

☒ Yes ___ No 2. Full size spare tire with jack

☒ Yes ___ No 3. Standard hub covers

Cab and Equipment

☒ Yes ___ No 1. Power Steering

☒ Yes ___ No 2. Intermittent wipers

☒ Yes ___ No 3. Exterior Paint: O.E.M. Fleet White

☒ Yes ___ No 4. O.E.M. Tinted glass (All)

☒ Yes ___ No 5. Seats: Bench type with vinyl covering, blue interior (if available)

☒ Yes ___ No 6. Air Conditioning

- ☒ Yes ___ No 7. Rear Step Bumper
- ☒ Yes ___ No 8. Radio: Standard AM / FM
- ☒ Yes ___ No 9. Power Windows
- ☒ Yes ___ No 10. Power Locks
- ☒ Yes ___ No 11. Back-up Camera

Inspection

- ☒ Yes ___ No 1. Current Texas Vehicle State Inspection when delivered (2 year certificate-if available)

Other

- ☒ Yes ___ No 1. Full Floor Covering (rubber)
- ☒ Yes ___ No 2. Heavy duty floor mats to match covering
- ☒ Yes ___ No 3. Three (3) sets of keys (door, ignition, trunk as applicable)
- ☒ Yes ___ No 4. Locking Tailgate
- ___ Yes ___ No 5. Spray-in bed liner, to include tailgate and over the sides of rear quarter panels.

Options

(Do not include option costs in above pick-up total price)

Include installation in price. The Town reserves the right to include any or all optional items at the time of award.

Item	Price (per each)
2. Min. Class III receiver hitch w/ drawbar and 2" ball, installed	\$ <u>55.00</u> Draw Bar Ball Hitch only included in Truck & Tow
3. 7-way socket wired & mounted in bumper recess	\$ <u>Included</u>

\$ _____

Warranty

Please state warranty term:

3yrs / 36K 5yr / 60K.

Please state location nearest to the Town of Flower Mound where warranty work will be performed:

Five Star Lewisville.

The Town of Flower Mound wishes to be placed on the manufacturer's mailing list to receive all special bulletins and supplements pertaining to services, repairs, problems, etc. Please provide information on steps needed to accomplish this:

Comments

Any exceptions to these specifications must be noted in this section:

Town of Flower Mound

PURCHASING SPECIFICATIONS SPECIFICATION NO.:

Revised: October 24, 2017

ITEM: NEW Equipment for Animal Services Truck

New 1/2 Ton Pickup, Extended Cab w/8 ft. Bed, Single Rear wheels (TOFM vehicle replacement program)

EQUIPMENT OPTIONS:

Manufacturer brands and model numbers listed are to be interpreted as 'preferred'. Any equivalent bid must be an exact replacement for preferred Mfg. brand and model number.

*The following items will be included as Options. The listed Mfg. brand or a manufacture equivalent will be required. If an equivalent is named it must be approved by the Town of Flower Mound Chief of Police or his designee.

COST

Equipment

- | | |
|---|---|
| ☒ Yes ☐ No | 1. (3) Troy 10" Bench/Bucket sloped console w/plates - TP-CC-C04 (APX6500,PCCS8R) |
| ☒ Yes ☐ No | 2. (3) Troy Computer Mount, F350 - TP-CM-F250-SL-LED |
| ☒ Yes ☐ No | 3. (3) 90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) HV-LPS-137 |
| ☒ Yes ☐ No | 4. (3) Pro-Gard Safe Stop |
| ☒ Yes ☐ No | 5. (6) Whelen Amber Vertex – VTX609A (bumper) |
| ☒ Yes ☐ No | 6. (3) LINSV2 Bracket for Ford F350 (pair) |
| ☒ Yes ☐ No | 7. (6) Whelen LINSV2A - Amber (mirrors) |
| ☒ Yes ☐ No | 8. (3) Whelen PCC8R Switch Control - WH-PCC8R |
| ☒ Yes ☐ No | 9. Whelen Headlight Flasher |

- ☒ Yes ☐ No 10. (3) 54" Whelen Legacy DUO Amber/ Clear - WH-GB2FFFF
- ☒ Yes ☐ No 11. (3) Whelen Light Bar Strap Kit - WH-STPKT38L
- ☒ Yes ☐ No 12. (6) Whelen Clear Vertex - WH-VTX609C (Rear Tails)
- ☒ Yes ☐ No 13. (3) Whelen Dominator 8 Traffic Advisor - All Amber - WH-TAD8
- ☒ Yes ☐ No 14. (3) Whelen Dominator 4" Brackets - WH-DBKT4
- ☒ Yes ☐ No 15. (3) Madico Onyx 55% window tint on all windows
- ☒ Yes ☐ No 16. (3) Ethernet Cable to connect Rocket to Docking Station
- ☒ Yes ☐ No 17. (3) Animal Services Graphics Package w/ Flags US/TX
- ☒ Yes ☐ No 18. Soundoff Interior Dome light (Officer)
Part #ECVDMLTAL00

Total charges for above "Equipment":

\$ 24,790 (3)

ATTENTION: **

THE FOLLOWING ITEMS WILL BE REMOVED FROM TOWN OF FLOWER MOUND DECOMMISSIONED VEHICLES (Dodge Chargers) AND RE-INSTALLED/TRANSFERRED ONTO NEW TAHOE UNITS. ALL PRICING AND INSTALLATION CHARGES MUST BE INCLUDED IN THE OVERALL COST OF EACH UNIT.

****Transferred Items**

**REMOVE/RE-INSTALL
CHARGE**

Bidder / Flower Mound

Y/N Y/N

- ☒ Yes ☐ No 1. (3) Motorola Radio and related items
- ☒ Yes ☐ No 2. (3) Utility Rocket and related items

\$ 382.50

\$ 382.50

Total Remove/Re-install charges for
above "Transferred Items":

\$ 765.

ATTENTION: ***

Town of Flower Mound

PURCHASING SPECIFICATIONS

SPECIFICATION NO.: CG-070-63-03742

REVISED: 10-28-16

ITEM: Slide In Animal Control Unit for full size pickup with 8 ft. bed

FUNCTION: For Animal Control Services

DESCRIPTION:

This specification is intended to describe for acquisition purposes by the Town of Flower Mound, a slide-in animal control unit, to be mounted on a one ton full size pickup with an 8 ft bed.

****Example of type and size of unit required: Deerskin 6-compartment model ACS16**

Dimensions:

All measurements/dimensions are approximate:

If different, state dimensions

Overall Dimensions:	68" wide, 42" tall, 96" long	<u>Comply</u>
Storage Compartment:	13" wide, 22" tall, 68" long	<u>Comply</u>
First Compartment Each Side:	20" wide, 22" tall, 34" deep	<u>Comply</u>
Rear Animal Compartment:	30" wide, 41" tall, 40" deep	<u>Comply</u>

Construction: (list any exceptions in the 'comment' section at end of specifications)

- Comply Framing is 1" square tubing frame with expanded steel partition, welded
- Comply The entire unit is hot dipped galvanized
- Comply The outside skin is 040 white, baked on enamel, aluminum
- Comply There is 1" foam insulation in the side panels of the unit
- Comply Compartment doors are 1/8 solid aluminum with 14x17 grills for ventilation on the side doors, and 14x17 grills on the rear doors
- Comply Doors are powder coated white
- Comply Door handles are locking tee handles keyed alike
- Comply Door hinges are continuous stainless steel hinge
- Comply 12 Volt Exhaust Fan, 800 CFM-The fan is installed in the roof of the unit to exhaust heat from each compartment
- Comply 4" Insulation in roof
- Comply LED Interior Lighting

\$6160⁰⁰ base price
For 1 unit

Optional Equipment:**COST:**

1. Secondary Safety Doors-The doors are located inside the primary door and are constructed of 125 aluminum with 3/4" holes punched for ventilation and a catch pole cutout.

\$156⁰⁰ EA - \$936⁰⁰ / set of 6

2. Swinging Partition-Swinging partitions can be installed in compartments and opened to create a pass through compartment between each side of the unit.

\$227.⁰⁰ rear only

3. Rubber Mats-Constructed of 3/8" thick, chew proof rubber mats to fit the floor of the compartment.

\$30⁰⁰ ea - \$120⁰⁰ / set of 4-side comp only.

4. Rear Flood Lights (2) 4 x 6 Quartz floodlights mounted on the rear of the unit.

LED
\$275⁰⁰

5. Pet Step-Constructed of polypropylene, with a size of 70" L (35" L when folded) X 18" W with universal rubberized grips to fit any vehicle.

\$250⁰⁰

6. Door Checks-Mounted inside the cage attached to the primary door, used to hold the door in open position while loading/unloading animals.

\$29⁰⁰ ea - \$174⁰⁰ / set of 6

\$8142.⁰⁰ total with all options.

WARRANTY: (State warranty term in the spaces provided below)

1 year parts/labor. See attached

ANY EXCEPTIONS TO THESE SPECIFICATIONS MUST BE NOTED.

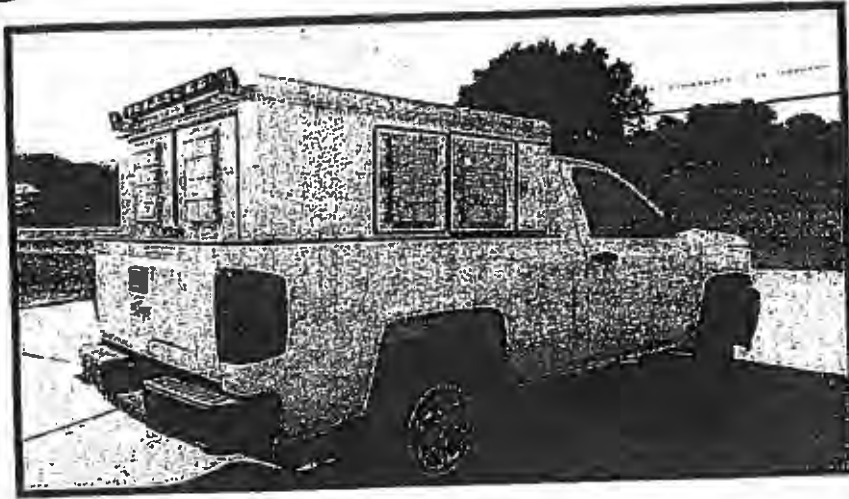
COMMENTS:

For 1 unit
(3) \$24,426.



DEERSKIN MFG. INC.

PO BOX 127 SPRINGTOWN, TEXAS 76082
(800) 880-6089 FAX (817) 523-6685
www.deerskinmfg.com



ACSI6G

SPECIFICATIONS FOR 6 COMPARTMENT SLIDE IN ANIMAL CONTROL UNIT

ACSI6G Will Fit Full Size Pick Up Trucks: Chevy, Ford, Dodge; 8' Bed Only

Overall Dimensions: 68" wide, 42" tall, 96" long

Compartment Dimensions:

Storage Compartment:

13" wide, 22" tall, 68" long

First Compartment Each Side:

20" wide, 22" tall, 34" deep

Second Compartment Each Side:

20" wide, 22" tall, 34" deep

Rear Animal Compartment:

30" wide, 41" tall, 40" deep

Construction:

Framing is 1" square tubing frame with expanded steel partition, welded. The entire unit is hot dipped galvanized. The outside skin is 040 white, baked on enamel, aluminum. There is 1" foam insulation in the side panels of the unit and 4" foam insulation in the roof. Compartment doors are 1/8 solid aluminum with 14 X 17 grills for ventilation on the side doors, and 14 X 17 grills on the rear doors. Doors are powder coated white. Door handles are locking tee handles keyed alike. Door hinges are continuous stainless steel hinge.

12 Volt Exhaust Fan—The fan is installed in the roof of the unit to exhaust heat from each compartment. Each fan is 800 CFM which exceeds manufactures rating.

Interior Lights—An LED interior light is installed in animal area and in storage area with all switches mounted in the cab of the vehicle.



DEERSKIN MFG. INC.

PO BOX 127 SPRINGTOWN, TEXAS 76082

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www.deerskinmfg.com

6-Secondary Safety Doors-These doors are located inside the primary door and are constructed of 125 aluminum with ¼" holes punched for ventilation and a catch pole cutout.

1-Rear Swinging Partition-Swinging partitions can be installed in compartments and opened to create a pass through compartment between each side of the unit.

4-Rubber Mats-Constructed of ½" thick, chew proof rubber mats to fit the floor of the compartment.

Rear Flood Lights (2) 4 X 6 LED floodlights mounted on the rear of the unit.

Pet Step-Constructed of polypropylene, with a size of 70" L (35" L when folded) X 18" W" with universal rubberized grips to fit any vehicle.

6-Door Checks-Mounted inside the cage attached to the primary door, used to hold the door in open position while loading/unloading animals.

Price For Each Unit Per Above Specifications \$ 8142.00 Installed at Factory.

Quote To:

City of Flower Mound, Tx

Jennifer Villasana 02.02.18

Optional Equipment

Backup Alarm-

Top Luggage Rack-This rack is installed on top of unit for additional storage. The rack is constructed of 1 ½ X 1 ½ square aluminum tubing welded.

Emergency Strobe - measures 17.25" long x 5" high x 6" wide with 6 dual level linear modules; Amber colored dome and wired with #12 thermoplastic wire with fused circuit breaker, and dash mounted switches.

Dead Animal Pan-This is available to fit the rear compartments only. It is constructed of aluminum and has four raised sides and handles on each end can be fitted in the rear compartments for loading dead animals.

Directional Light Bar -Traffic advisor located on the rear of the unit, placed at center top to advise traffic of the vehicles location.

Digital Thermometer-Mounted on dash of truck with the probe located inside animal unit to monitor temperature while vehicle is in use.

Visit our web page at <http://www.deerskinmfg.com>



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: May 7, 2018

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of two (2) New Chevrolet Tahoe Police Pursuit Vehicles to include up-fit equipment per Town of Flower Mound Specifications for the Police Services Department from Reliable Chevrolet in the amount of \$146,784.88.

BACKGROUND INFORMATION: The Police Services Department is requesting the purchase of two (2) New Chevrolet Tahoe Police Pursuit Vehicles to include up-fit equipment in the amount of \$146,784.88 through the Town's Interlocal Agreement with Tarrant County utilizing Tarrant County Contract No 2016-006. These vehicles are part of an approved Fiscal Year 17-18 Decision Package purchased with Crime District Funds and are new additions to the Town's Fleet Inventory.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$146,784.88

Proposed Expenditure:

\$146,784.88

Account Number(s):

318-560-43500-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation
2. Reliable Chevrolet's Vehicle Quote
3. Defender Supply Equipment Quote
4. Town of Flower Mound Specifications

DRAFT MOTION: Move to approve the purchase of two (2) New Chevrolet Tahoe Police Pursuit Vehicles to include up-fit equipment per Town of Flower Mound Specifications for the Police Services Department from Reliable Chevrolet in the amount of \$146,784.88.



Bid Award Recommendation

Tarrant County Contract 2016-006

ITEM: New Chevrolet Tahoe PPV (to include equipment up-fit)

Qty: Two (2) total

Date: 04-10-2018

Contract Vendor: Reliable Chevrolet Doug Adams 972-952-1561

Item #1 Bid: 2018 Tahoe 9C1 Pursuit 2 wheel drive

Per Town of Flower Mound specifications

To Include: (but not limited to)

AMF – six pack remote

UT7 – rear ground studs

V76 – front tow hooks

BTV – remote start

JF4 – power adjustable pedals

ZCHAIN ice/snow cables

Madico Onyx 55% tint on front driver/passenger Glass

LED bulb

Total per each unit: \$34,224.44 (x2)

Total for both units: \$68,448.88

Item #2 bid: Equipment Up-fit for above 2018 Tahoe 9C1 units

**Per Town of Flower Mound specifications (see Defender Supply
estimate attached)**

Cost to up-fit per unit: \$39,168.00 (x2)

Cost to up-fit both units: \$78,336.00

Total cost for 2 units and 2 upfits: \$146,784.88

ATTENTION: These units are on the vendor lot awaiting approval to purchase.

VENDOR NEEDS TO BILL AS TWO SEPARATE ITEMS ON INVOICE SO ITEMS CAN BE PAID SEPARATE AS PARTIALS AGAINST INVOICE.

I.E.:

Item #1: Qty 2

2018 Tahoe 9C1 units

Total:

Item #2: Qty. 2

Tahoe 9C1 equipment up-fit

Total:

**Delivered to Town of Flower Mound Fleet Service Center
1101 Duncan Ln.
Flower Mound, Tx**

It is Fleet Services recommendation to award the bid to **Sam Pack 5-Star Ford** as the lowest responsible bidder in the amount of \$ **146,784.88**

H. Deats Stewart

Fleet Services Manager

04-10-2018

Date

RELIABLE CHEVROLET

HOME OF THE ENFORCER POLICE PACKAGE



2018 QUOTE

BY DOUG ADAMS 972-952-1561

CONTRACT USED - TARRANT CO



Date	April 10, 2018
Valid Until	11/15/2018* (SEE NOTE BELOW)
Quote #	FOR DEATS STEWART
Customer ID	TOWN OF FLOWER MOUND

Customer:

TOWN OF FLOWER MOUND

USING CONTRACT EXTENSION APPROVED BY GM

APPROVAL FOR EXTENSION HONORED TO 11/17/18

THIS QUOTE IS FOR AN ORDER 2018 TAHOE PPV 2W

BLACK EXTERIOR - (4) UNITS IN STOCK LIKE THIS EQUIPMENT

Quote/Project Notes

THIS QUOTE USES TARRANT CO 2016-006 RENEWAL

REMINDER: TARRANT COUNTY CONTRACTS DO NOT INCLUDE ONSTAR (WHICH CANCELS WY-FI COMPATABILITY) AND DOES NOT INCLUDE SCHEDULED DEALER SERVICE MAINTENANCE FOR 2YR/24K

Description	Line Total
ORIGINAL CONTRACT WAS 2016 TAHOE 9C1 PURSUIT 2WHDR, ITEM 5, BASE BID -----	32764.00
7X6 - LH SPOTLAMP-----	331.00
VENDOR INSTALL PROGARD CENTER MOUNT PUSH BAR (other brands available at additional cost)-----	110.00
TOTAL OF BID FOR ITEM 5 ON 2016-006 ORIGINAL CONTRACT FOR 2016 MODEL -----	33205.00
LESS PRICE ADJUSTMENT FOR 2017 MODEL AND ALLOWING 2018 TO BE ORDERED THRU 11/15/18 -- (-1209.56)	
TOTAL PRICE OF 2018	31,995.44
LESS COST OF PUSHBAR	- 110.00
AZ3 - CLOTH FRONT SEATS, 5T5 - VINYL REAR SEAT, VK3 - FRT LIC PLATE	-
UE1 - ONSTAR (FOR BLUETOOTH CAPABILITY)	85.00
5HP - 6 EXTRA KEYS - 40.00, 6E2 - KEYED ALIKE - 25.00	65.00
6N5 - INOPERATIVE REAR INSIDE DOOR HANDLES - to be added by Kerr	59.00
6N5 - INOPERATIVE REAR WINDOW SWITCHES - to be added by Kerr	57.00
6J7 - HEADLAMP/TAILLAMP FLASHER SYSTEM - to be added by Kerr	495.00
PLUS THE FOLLOWING FACTORY INSTALLED OPTIONS ON STOCK UNITS:	
AMF - 6 PACK REMOTE - 75.00, UT7 - REAR GROUND STUDS - 88.00, V76 - FRT TOW HOOKS - 50.00	213.00
BTV - REMOTE START - 300.00, JF4 - POWER ADJ PEDALS - 150.00	450.00
PLUS ITEMS THAT MUST BE ACQUIRED AND/OR INSTALLED AFTER UNIT ARRIVES	345.00
ZCHAIN 1CE/SNOW CABLES - 170.00 MADICO ONYX 55% ON FRONT DRIVER/PASS GLASS - 175.00, LED BULB - 225.00	570.00
DELIVERY (OPTIONAL) FROM RELIABLE TO FLOWER MOUND - NO CHARGE SINCE INSIDE TARRANT COUNTY	-

Special Notes and Instructions

***CONTRACT PRICE GOOD AS LONG AS MODEL IS ORDERABLE OR 11/15/18**

THIS QUOTE DOES NOT INCLUDE DEALER SCHEDULED MAINTENANCE

COPY OF INTERLOCAL WITH TARRANT CO REQUIRED FOR AUDIT PURPOSES

PURCHASE ORDER IS REQUIRED TO SUBMIT WITH ORDER NUMBERS TO GM

Subtotal	\$	34,224.44
Discount		-
Sales Tax Rate	%	0.00
Sales Tax		-
Total	\$	34,224.44

Above information is not an invoice and only an estimate of services/goods described above.

TOTAL FOR (2) UNITS \$ 68,448.88

Payment will be collected in prior to provision of services/goods described in this quote

Please confirm your acceptance of this quote by signing this document

Signature

Print Name

Date

Thank you for your business!

Should you have any enquiries concerning this quote, please contact Doug Adams on 972-952-1561

800 NORTH CENTRAL EXPRESSWAY, RICHARDSON, DALLAS, TEXAS, 75080

Tel: 972-952-1561 Fax: 972-952-8172 E-mail: dadams@reliablechevrolet.com Web: www.reliablechevrolet.com



DEFENDER SUPPLY

Date	4/10/2018
Estimate By	Mike Hewitt mike@defendersupply.com (903) 564-5641



Bill To
Reliable Chevrolet Doug Adams 800 North Central Expressway Richardson, TX 75080-1240

Customer Contact	
Customer Phone	
Customer E-mail	dadams@reliablech...
Estimate #	21606

Description	Location	Qty.	Cost	Vehicle and Em...
Flower Mound PD				
Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).		1	287.00	287.00
Whelen LED 8 Degree Spotlight Replacement		1	102.00	102.00
Troy Products Dash Contour Console Includes 2" USB plate, Arm Rest, Dual Cup Holder & Mic Clip.		1	259.00	259.00
Faceplates: Walch Guard 4RE Cencom Motorola APX6500 Radio - 2 Piece				
Troy Internal Beverage Holder w/Rubber Fingers		1	38.00	38.00
Troy faceplate w/ (1) USB port and (2) 12VDC plugs		1	42.00	42.00
Troy Console, Side Mount Armrest		1	67.00	67.00
Troy Computer Mount, Side Clevis		1	315.00	315.00
DS-DELL-405 Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Basic Port Replication)		1	482.00	482.00
5700VS Series, Space Saver Plus Partition with VIPER Shield Integrated Level IIIA Ballistic Shield (Side Curtain Airbag Compatible) for 2015+ Tahoe		1	2,596.00	2,596.00
Pro-Gard Charcoal Grey ABS Standard Straight Back Transport Seat with Wire Mesh Screen and Outboard Seat Belts for 2015+ Chevrolet Tahoe		1	1,019.00	1,019.00
PG-WB57T15 Pro-Gard Pair of Rear Seat Window Bars for 2015+ Chevrolet Tahoe using Pro-Gard Door Panels (Must order part # PG-DP57T15)		1	164.00	164.00
Pro-Gard Pair of Rear ABS Door Panels for 2015+ Chevrolet Tahoe		1	89.00	89.00
Dual T-Rail Weapon Lock with Timer & Handcuff Adjustable Locks				349.00
Selina T-Rail Universal Lock, EoTech Bracket		1	17.00	17.00

Vehicle and Emergency Equipment Total

Quantity Ordered 2

Total Vehicle Order Cost **\$78,336.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

Date	4/10/2018
Estimate By	Mike Hewitt mike@defendersupply.com (903) 564-5641



Bill To
Reliable Chevrolet Doug Adams 800 North Central Expressway Richardson, TX 75080-1240

Customer Contact	
Customer Phone	
Customer E-mail	dadams@reliablech...
Estimate #	21606

Description	Location	Qty.	Cost	Vehicle and Em...
Whelen Legacy 54" Light Bar Package with Cencom Sapphire Siren, Siren Speaker, Speaker Bracket & Strap Kits. Light Bar includes Take Downs, Alleys and R/W/B/W Front Configuration with Red/Amber/Blue/Amber Rear Configuration.				3,002.00
Carbide Expansion Module		1	149.00	149.00
Whelen M4J Series Split Head Red/Blue	Push Bumper	2	129.00	258.00
Forward Facing Steel Bracket for an Whelen M4 Light (each)		2	12.00	24.00
Whelen M4 LED Light - Red/White	Side Push Bumper	1	139.00	139.00
Whelen M4E Blue/Clear	Side Push Bumper	1	139.00	139.00
Whelen V-Series™, Combination 180° Warning & Puddle Light with Scan-Lock™ Flash Patterns for Under Surface Mounting - Blue	Sideview Mirror	1	139.00	139.00
Whelen V-Series™, Combination 180° Warning & Puddle Light with Scan-Lock™ Flash Patterns for Under Surface Mounting - Red		1	139.00	139.00
Whelen under the Side Mirror Mount Bracket for LINSV2* for 2015+ Chevrolet Tahoe 9C1 - (one pair)		1	19.00	19.00
Whelen Surface Mount LED Duo ION, Red/Blue	Each Running Board	2	129.00	258.00
Whelen Universal Mount LED Duo ION, Red/Blue	Rear Quarter Glass	2	131.00	262.00
Whelen Rear Pillar Lighting for 2015+ Chevrolet Tahoe 9C1 in Red & Blue		1	612.00	612.00
Whelen Universal Mount LED Duo ION, Red/White	Rear Lic Plate	1	119.00	119.00
Whelen Universal Mount LED Duo ION, Blue/White	Rear Lic Plate	1	119.00	119.00
Whelen ION™ License Plate Bracket		1	19.00	19.00
Whelen Solid State Chevrolet Tahoe Headlight/Tailight Flasher		1	69.00	69.00
Whelen Low Frequency Howler Siren System programmed to run 60 seconds		1	489.00	489.00
Whelen Howler Mounting Bracket for a 2015+ Chevrolet Tahoe 9C1		1	0.00	0.00
Whelen LED Flush Mount Compartment Light in Red & White	Rear Hatch	3	59.00	177.00

Vehicle and Emergency Equipment Total

Quantity Ordered 2

Total Vehicle Order Cost \$78,336.00

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DEFENDER SUPPLY

Date	4/10/2018
Estimate By	Mike Hewitt mike@defendersupply.com (903) 564-5641



Bill To
Reliable Chevrolet Doug Adams 800 North Central Expressway Richardson, TX 75080-1240

Customer Contact	
Customer Phone	
Customer E-mail	dadams@reliablech...
Estimate #	21606

Description	Location	Qty.	Cost	Vehicle and Em...
Clear Fresnel Lens w/ White LED & Red LED Night Light Dome Light	Front Cabin	1	55.00	55.00
Go Rhino Push Bumper, Textured, 2015+ Tahoe		1	289.00	289.00
Go Industries Rear Storage Box, Tahoe		1	1,445.00	1,445.00
Streamlight SL-20L LED Flashlight		1	102.00	102.00
Stinger power cable for mobile charging unit.		1	9.00	9.00
Stinger car charging unit		1	13.00	13.00
90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100, 110 Series, DS-DELL-200, 210, 220, 230 Series, DS-DELL-300 Series, DS-DELL-400 Series, and DS-GD-300 Series Docking Stations		1	132.00	132.00
Watch Guard 2016 Tahoe 4Re Mounting Kit		1	85.00	85.00
SafeStop for 2015+ Tahoe		1	118.00	118.00
Motorola APX 6500 Digital Radio		1	7,688.00	7,688.00
4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.		1	4,587.00	4,587.00
4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)		1	260.00	260.00
Warranty, 4RE, In-Car, 5th Year (Months 49-60)		1	477.00	477.00
Warranty, 4RE, In-Car, 4th Year (Months 37-48)		1	398.00	398.00
Warranty, 4RE, In-Car, 3rd Year (Months 25-36)		1	228.00	228.00
Warranty, 4RE, In-Car, 2nd Year (Months 13- 24)		1	112.00	112.00
Stalker DSR 2X - "Ka" Band - Front & Rear Antenna Moving Radar Unit		1	3,297.00	3,297.00
Stalker Mounting Brackets for Counting Unit & Front Antenna for the Stalker Dual SL & DSR 2X Radar Systems for the 2015+ Chevrolet Tahoe 9C1				97.00

Vehicle and Emergency Equipment Total

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Quantity Ordered 2

Total Vehicle Order Cost **\$78,336.00**



Customer Contact	
Customer Phone	
Customer E-mail	dadams@reliablech...
Estimate #	21606

Description	Location	Qty.	Cost	Vehicle and Em...
Stalker Extended 2-year Warranty		1	458.00	458.00
Federal Signal LED Opticom ® Emitter, Infrared System - Low-Profile LED Emitter - External Use		1	1,257.00	1,257.00
Note: Attaches under the Valor, Integrity, or Legend Lightbars with it's included bracket. With the 350701-03 bracket, it allows you to attach the opticom (without the included Lightbar bracket) to the headliner.				
Design & Installation of Graphics for Customer's Department-Mike Glass		1	688.00	688.00
Shipping of Above Emergency Parts for Upfit		1	103.00	103.00
Misc. Shop Supplies		1	77.00	77.00
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System				375.00
Installation of Above Equipment and Customer Supplied Utility Rocket. Per Customer's Carbide Programming Specification		1	4,860.00	4,860.00

Vehicle and Emergency Equipment Total	\$39,168.00
--	--------------------

Quantity Ordered	2
------------------	---

Total Vehicle Order Cost	\$78,336.00
---------------------------------	--------------------

SIGNATURE _____

Town of Flower Mound

PURCHASING SPECIFICATIONS

SPECIFICATION NO.:

Revised: November 1, 2017

**ITEM: (2) TWO New Vehicle 1/2 Ton Pursuit rated
Police pkg. SUV, 4-door, 2 wheel drive
(TOFM vehicle replacement program)**

FUNCTION: Pursuit Application Vehicle. Public Safety unit with rear cargo area for transporting various types of equipment.

DESCRIPTION: (The following should be interpreted as examples only, for the type of vehicle requested. It is not the intent of the Town of Flower Mound to exclude any vehicle which meets or exceeds the required specifications in this bid.)

Example:

Chevy Tahoe (police pursuit rated)

NOTE:

Bidder MUST indicate: 'Yes' unit bid meets or exceeds the minimum required specification, or 'No' unit bid does not meet or exceed the minimum required specification listed. Failure to do so could result in disqualification of bid.

ATTENTION:

It is the intent of the Town of Flower Mound to satisfy the requirements setforth by the EPA (Environmental Protection Agency) whenever purchasing new vehicles and/or equipment.

Bidder / Flower Mound

Y/N Y/N

___ Y___ 1. Unit bid is EPA LEV (Certified Low Emmissions Vehicle).

___ Y___ 2. Unit bid is an E-85 flex-fuel vehicle. (FFV not required for this application.)

DRIVE TRAIN

Bidder / Flower Mound

Y/N Y/N

- ___ Y___ 1. Engine: Gasoline, minimum 3.5L or equal
State engine size bid: _____
Flex-Fuel: ___Yes ___No
- ___ Y___ 2. Automatic Transmission
- ___ Y___ 3. Fuel tank: min. 20 gal.
- ___ Y___ 4. Dual Heavy duty battery
- ___ Y___ 5. Power Anti-lock Braking System, 4-wheel Disc
- ___ Y___ 6. Rear wheel drive

TIRES AND WHEELS

Bidder / Flower Mound

Y/N Y/N

- ___ Y___ 1. Tires: Radial highway, all season
- ___ Y___ 2. Full size spare tire with jack
- ___ Y___ 3. Matching full size spare tire/wheel
- ___ Y___ 4. Ice/Snow cables (1 set, for 2 tires) per the tire size bid

CAB & EQUIPMENT

Bidder / Flower Mound

Y/N Y/N

- ___ Y___ 1. Power Steering
- ___ Y___ 2. Tinted glass – Front Driver/Passenger 55% Madico Onyx (rear
factory darkness)
- ___ Y___ 3. Intermittent wipers
- ___ Y___ 4. Exterior Paint: **Black**
- ___ Y___ 5. Seats: Cloth Front lowback (bucket) seats, Rear Vinyl

- ___ Y__ 6. Rear fold down seat, (preferred 60/40 split)
- ___ Y__ 7. Air Conditioning
- ___ Y__ 8. Radio: Standard AM / FM w/CD player
- ___ Y__ 9. Rear Window Defroster
- ___ Y__ 10. Interior cargo area.
Preferred width: min. 74".
State width of unit interior bid: _____

Preferred cargo volume: min. 27 cu.ft.
State cargo volume of unit bid: _____
- ___ Y__ 11. Rear window washer and wiper
- ___ Y__ 12. Power windows (with inoperative rear window switches) 6N5
- ___ Y__ 13. Power door locks (with rear door locks and handles inoperative) 6N6
- ___ Y__ 14. Power Driver/Passenger Mirrors
- ___ Y__ 15. Front and Rear: Full black rubber floor covering (no floormats).
- ___ Y__ 16. Interior: Dark gray or equivalent dark interior
- ___ Y__ 17. Keyless entry
- ___ Y__ 18. six (6) sets of keys (Must be included at time of vehicle delivery) 5HP
- ___ Y__ 19. All vehicles keyed alike (6E2 Key Common)
- ___ Y__ 20. Rear lift hatch
- ___ Y__ 21. 1 - Vehicle spotlight/post and door mount (LED), located on the driver side only.
- ___ Y__ 22. Tow Hitch / Package
- ___ Y__ 23. 6J7 Flasher System (Headlamp and Tailamp) 6J7
- ___ Y__ 24. Bluetooth UE1

OTHER EQUIPMENT

Bidder / Flower Mound

Y/N Y/N

- ___ Y___ 1. Running boards, full length.
- ___ Y___ 2. Pursuit Package (Law Enforcement Emergency Vehicle Package)
to include but not limited to: engine and transmission cooling
package, increased electrical power and heavy duty suspension.)
- ___ Y___ 3. Vehicle State Inspection when delivered (2 year certificate)

ATTENTION: *

**ALL ITEMS LISTED UNDER “EQUIPMENT OPTIONS” BELOW WILL
BE INCLUDED IN THE OVERALL COST AND MAKE READY OF THE
REQUESTED VEHICLE SPECIFICATION AS PART OF THE FINAL
UNIT. ALL PRICING AND INSTALLATION CHARGES MUST BE
INCLUDED IN THE OVERALL COST OF EACH UNIT.**

EQUIPMENT OPTIONS:

Manufacturer brands and model numbers listed are to be interpreted as ‘preferred’. Any equivalent bid must be an exact replacement for preferred Mfg. brand and model number.

*The following items will be included as Options. The listed Mfg. brand or a
manufacture equivalent will be required. If an equivalent is named it must be
approved by the Town of Flower Mound Chief of Police or his designee.

***Interior**

**COST
EACH**

Bidder / Flower Mound

Y/N Y/N

- ___ Y___ (2) Troy Standard Width Console 18”
Part # CC-F-TMC-711AC \$_____
- ___ Y___ (2) Troy Products Internal Bev Holder #AC-INBHG \$_____
- ___ Y___ (2) Troy WatchGuard 4RE center console bracket \$_____

___	Y__	(2) Troy console bracket for USB and 12v	\$_____
___	Y__	(2) Troy Products 6" long Side Mounted Arm Rest #AC-SIDEARM-6	\$_____
___	Y__	(2) Troy Computer Mount Side Clevis Part # CM-SDMT-SLS-HAV	\$_____
___	Y__	(2) Havis Docking Station for Dell Rugged Part#DS-DELL-405	\$_____
___	Y__	(2) Pro-Gard Viper Shield, Center sliding Poly Window Part # PVSSP5704T15A	\$_____
___	Y__	(2) Pro-Gard Rear Transport Seats, Grey w/ Steel Screen & mount Part # S5704T15A	\$_____
___	Y__	(2) Pro-Gard Rear Window Armor Part # WB57T15	\$_____
___	Y__	(2) Pro-Gard Rear Door Panels Part# DP57T15	\$_____
___	Y__	(2) Pro-Gard Recessed Panel (Space Saver) Part# RP57T15	\$_____
___	Y__	(2) Pro-Gard Extension Panels (Pair) Part# SP57BS15	\$_____
___	Y__	(2) Pro-Gard Outboard Seat Belts	\$_____
___	Y__	(2) Setina Partition Double Gun Mounting System (w/ optics ready bracket #PG7529) Part# GK10301S1UHKSVCAXL	\$_____

Total price for above "Interior" items: \$_____

Total installation charges for above "Interior" items: \$_____

***Lighting**

Bidder / Flower Mound**Y/N Y/N****COST**
EACH

___	Y__	(2) Whelen – Texas special 54” Legacy Duo Lightbar Red/White – Blue/White w/ TA	\$_____
___	Y__	(2) Whelen – CENCOM CARBIDE 21 push button control head	\$_____
___	Y__	(2) Whelen Canport for 2015+ Tahoe	\$_____
___	Y__	(2) Whelen Carbide Expansion Pack	\$_____
___	Y__	(2) Whelen M4 Series Part# M4J – Red/Blue w/ clear lens	\$_____
___	Y__	(2) Whelen M4 Red / White Part #M4D	\$_____
___	Y__	(2) Whelen M4 Blue / White Part #M4E	\$_____
___	Y__	(4) mounting brackets for Whelen M4 (90* fwd)	\$_____
___	Y__	(2) Whelen LINSV2 (Red) Part# LINV2R (under mirror)	\$_____
___	Y__	(2) Whelen LINSV2 (Blue) Part# LINV2B (under mirror)	\$_____
___	Y__	(2) Whelen LINSV2 Under Mirror Mount Part# LSVBKT45 – Comes as a pair	\$_____
___	Y__	(4) Whelen ION DUO Red/Blue Surface Mount Part# I2SMJ black mounting flange (1 ea running board)	\$_____
___	Y__	(4) Whelen ION DUO Red/Blue Universal Mount/Blk Part# I2J (Rear Quarter Glass)	\$_____
___	Y__	(2) Whelen Rear Pillar Lights Red/Blue VTX Part # RP45RB (2- total / 1 each side)	\$_____

___	Y__	(2) Whelen ION Red/White Universal Part# I2D (LP)	\$_____
___	Y__	(2) Whelen ION Blue/White Universal Part# I2E (LP)	\$_____
___	Y__	(2) Whelen ION LP Bracket (2015+ Tahoe) Part# IONBKT1	\$_____
___	Y__	(2) Whelen Headlight/Tailight Flasher Modules Part# SSFPOS16 (2015+ Tahoe)	\$_____
___	Y__	(2) Whelen Howler Low Frequency Siren Part # HOWLER	\$_____
___	Y__	(2) Whelen Howler Mounting Bracket (2015+ Tahoe) Part #HWLRB20	\$_____
___	Y__	(6) Whelen 3" Round Super LED Light head (Rear Hatch Red/White) Part # 3SRCCDCR	\$_____
___	Y__	(2) Soundoff Interior Dome light (Officer) Part #ECVDMLTAL00	\$_____

Total cost for above "Lighting" items: \$_____

Total installation charges for above "Lighting" items: \$_____

***Other Equipment**

Bidder / Flower Mound

Y/N	Y/N		<u>COST EACH</u>
___	Y__	(2) Go Rhino Push Bumper	\$_____
___	Y__	(2) Go Industries 2 Drawer Rear Storage Part #50026	\$_____
___	Y__	(2) Streamlight SL-20L LED Flashlight 350 lumen alum. body w/dc charger / charge sleeve Part# STL-20602	\$_____

___	Y__	(2) Streamlight DS Charge Cable (22051)	\$_____
___	Y__	(2) Streamlight DS Charging Base (75100)	\$_____
___	Y__	(2) Lind Power Suply for Dell Lat. 5404	\$_____
___	Y__	(2) Top Hat Equipment Timer	\$_____
___	Y__	(2) WatchGuard 2015+ Tahoe camera Bracket Part# WGP02225-102	\$_____
___	Y__	(2) Pro-Gard Safe Stop	\$_____
___	Y__	(2) Motorola APX 6500 Digital Radio	\$_____
___	Y__	(2) WatchGaurd 4RE Wireless Download System Single Hi-Fi mic system 5 year warranty	\$_____
___	Y__	(2) Stalker 2X Radar System w/ extended Warranty	\$_____
___	Y__	(2) Stalker Tahoe Antenna Mount 200-1088-00	\$_____
___	Y__	(2) Stalker Tahoe Display Mount 200-1089-00	\$_____
___	Y__	(2) Federal Signal 795H Opticom w/ bracket/mount	\$_____
___	Y__	(2) FMPD Graphics Kit w/ US/TX Flags	\$_____

Total cost for above “Other Equipment” items: \$_____

Total installation charges for above “Other Equipment”: \$_____

ATTENTION: **

THE FOLLOWING ITEMS WILL BE REMOVED FROM TOWN OF FLOWER MOUND DECOMMISSIONED VEHICLES (Dodge Chargers) AND RE-INSTALLED/TRANSFERRED ONTO NEW TAHOE UNITS. ALL PRICING AND INSTALLATION CHARGES MUST BE INCLUDED IN THE OVERALL COST OF EACH UNIT.

****Transferred Items**

**REMOVE/RE-INSTALL
CHARGE**

**Bidder / Flower Mound
Y/N Y/N**

___ Y___ 1. (2) Install Utility Rocket (Customer Supplied)

**Total Remove/Re-install charges for
above "Transferred Items":**

\$_____

ATTENTION: ***

THE FOLLOWING ITEMS WILL BE REMOVED FROM TOWN OF FLOWER MOUND DECOMMISSIONED VEHICLES (Dodge Chargers) AND RETURNED/SHIPPED LOOSE BACK TO THE TOWN OF FLOWER MOUND FLEET SERVICE CENTER FACILITY AT 1101 DUNCAN LN., FLOWER MOUND, TX 75028 ON OR BEFORE DELIVERY OF THE NEW UNITS. NEW UNITS WILL BE DELIVERED TO THE FLEET SERVICE CENTER FACILITY AT 1101 DUNCAN LN., FLOWER MOUND, TX. 75028.

*****Decommissioned Items**

Removal Charge

**Bidder / Flower Mound
Y/N Y/N**

___ Y___ 1. None

\$_____

Total removal charges for above "Decommissioned Items":

\$_____

TOTAL Cost of Installation and Materials \$_____

TOTAL BID PRICE

\$ _____

(To include all listed equipment and installation)

Warranty: Standard Manufacturers warranty. Please specify.

COMMENTS

Use this page to explain any items that you marked no on above:



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: May 7, 2018

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of purchase of unleaded, diesel and ethanol fuels through an existing Interlocal Agreement with Tarrant County, in the estimated annual amount of \$530,000.

BACKGROUND INFORMATION: This item is to approve the purchase of unleaded, diesel and ethanol (E85) fuels for the Town's bulk fuel storage tanks located at Fleet Services and the Fire Stations. The term of the contract is twelve months, with the option to renew for three (3) additional twelve month periods.

Deliveries will be made to the Town's storage tanks and used to fuel a majority of the Town's fleet. The Town estimates an annual expenditure of \$70,000 of diesel fuel purchases for Fire & Emergency Services Tanks and \$460,000 for the purchase of unleaded, diesel and ethanol (E85) fuels for the Fleet Services Tanks; for a combined estimated annual amount of \$530,000.

Tarrant County bid this as a cooperative purchasing agreement to develop and encourage cooperative purchasing efforts to reduce the cost of fuel to all participants. Fuel prices will be based on the Dallas Metro Texas Oil Price Information Service (OPIS) daily rack price on the actual delivery date of the fuel, plus/minus the guaranteed differential.

The Town of Flower Mound and Tarrant County entered into an Interlocal Agreement effective July 26, 2000. Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 and the Texas Local Government Code, Chapter 271, 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).

FISCAL IMPACT: \$530,000

Proposed Expenditure:	Account Number(s):
\$350,000 Unleaded Fuel – Fleet Services Tanks	100-1111
\$60,000 Diesel Fuel – Fleet Services Tanks	100-1112
\$42,000 Diesel Fuel – Fire & Emergency Services	100-660-63000-2080
\$28,000 Diesel Fuel – Fire & Emergency Services	100-660-61000-2080
\$50,000 Ethanol (E85) – Fleet Services Tanks	100-1115

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Tarrant County Contract

DRAFT MOTION: Move to approve the purchase of unleaded, diesel and ethanol fuels through an existing Interlocal Agreement with Tarrant County, in the estimated annual amount of \$530,000.



COMMISSIONERS COURT COMMUNICATION

 REFERENCE NUMBER **127153**

PAGE 1 OF 19

DATE: 02/27/2018

**SUBJECT: BID NO. 2018-057 - ANNUAL CONTRACT FOR FUEL - COUNTYWIDE -
VARIOUS VENDORS - PER UNIT PRICE**

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court award Bid No. 2018-057, Annual Contract for Fuel, Countywide, to the following vendors at the per unit price:

Primary	Martin Eagle Oil Company
Secondary	Douglass Distributing

BACKGROUND:

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. One-hundred thirteen (113) vendors were contacted and requested to participate in this bid process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. A pre-bid conference held on January 30, 2018 was attended by four (4) vendors as well as representatives from Transportation Services, Precinct 1 Maintenance, and Purchasing. Five (5) bids and three (3) no bids were received.

Bids were evaluated by Transportation Services, three (3) Maintenance Precincts, and Purchasing representatives. Award recommendations are to the low bids, meeting specifications. The bid received from Mansfield Oil Company was deemed non-responsive for failure to sign Addendum 1 as required.

The term of the contract is twelve (12) months, effective April 7, 2018, with three (3) options for renewal periods of twelve (12) months each.

Therefore, it is the joint recommendation of Transportation Services, three (3) Maintenance Precincts, and Purchasing that Bid No. 2018-057, Annual Contract for Fuel, be awarded to the vendors listed above at the per unit price.

FISCAL IMPACT:

Expenses for last year were approximately \$1,019,541.69. Orders are on an as needed-basis. Eighteen (18) entities will utilize this bid. Entity listing with fuel usage is attached.

SUBMITTED BY:	Purchasing	PREPARED BY: APPROVED BY:	Brandie Bingham, CPPB
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Attachment A
Entity Participation - 2018

Entity	Unleaded Regular Gasoline	Unleaded Mid-Grade Gasoline	E-85	No. 2 ULSD TxLED Diesel	Red Dyed Diesel
City of Allen	180,000			68,000	
City of Carrollton	145,000			95,000	5,000
City of Coppell	85,000				
City of Denton	300,000		50,000	300,000	
Denton County	202,000			110,000	
City of Duncanville	77,000			49,000	
City of Euless	113,000				27,000
City of Farmers Branch	117,000			60,000	
Town of Flower Mound	167,470		31,000	60,000	
City of Frisco	290,000			140,000	
City of Garland	600,000			640,000	160,000
City of Grand Prairie	533,850			204,650	120,560
City of Grapevine	55,000		135,000	110,000	
City of Lewisville	227,420			82,300	
Town of Little Elm	82,450			34,580	
City of Mesquite	4,000	379,975		206,570	
City of Richardson	235,000			202,000	
City of The Colony				30,000	15,000
TOTALS:	3,414,190	379,975	216,000	2,392,100	327,560
Tarrant County	286,200			234,600	
TOTALS:	3,700,390	379,975	216,000	2,626,700	327,560

Grand Total Gallons:	7,250,625
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BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

Secondary Award		
Douglass Distributing		
Sherman, TX		
HUB - No	COOP - Yes	

SECTION ONE: GASOLINE AND DIESEL FUEL

ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
1	Reformulated Gasoline	Regular	Transport Load (7,500 gallons or more)	1,671,000	Plus	\$0.0200	\$33,420.00
2	Reformulated Gasoline	Regular	Short Transport Load (4,000 gallons to 7,499 gallons)	1,197,200	Plus	\$0.0300	\$35,916.00
3	Reformulated Gasoline	Regular	Tank Wagon Load (1,500 gallons to 3,999 gallons)	416,095	Plus	\$0.0800	\$33,287.60
4	Reformulated Gasoline	Regular	Short Tank Wagon Load (1,499 gallons or less)	416,095	Plus	\$0.0800	\$33,287.60
5	Reformulated Gasoline	Mid-Grade	Transport Load (7,500 gallons or more)	379,975	Plus	\$0.0200	\$7,599.50
6	Reformulated Gasoline	Mid-Grade	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	\$0.0300	\$0.0300
7	Reformulated Gasoline	Mid-Grade	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	\$0.0800	\$0.0800
8	Reformulated Gasoline	Mid-Grade	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	\$0.0800	\$0.0800

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					PRIMARY AWARD		
					Martin Eagle Oil Denton, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - No	COOP - Yes	
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
1	Reformulated Gasoline	Regular	Transport Load (7,500 gallons or more)	1,671,000	Plus	\$0.0080	\$13,368.00
2	Reformulated Gasoline	Regular	Short Transport Load (4,000 gallons to 7,499 gallons)	1,197,200	Plus	\$0.0180	\$21,549.60
3	Reformulated Gasoline	Regular	Tank Wagon Load (1,500 gallons to 3,999 gallons)	416,095	Plus	\$0.0280	\$11,650.66
4	Reformulated Gasoline	Regular	Short Tank Wagon Load (1,499 gallons or less)	416,095	Plus	\$0.0480	\$19,972.56
5	Reformulated Gasoline	Mid-Grade	Transport Load (7,500 gallons or more)	379,975	Plus	\$0.0080	\$3,039.80
6	Reformulated Gasoline	Mid-Grade	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	\$0.0180	\$0.0180
7	Reformulated Gasoline	Mid-Grade	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	\$0.0280	\$0.0280
8	Reformulated Gasoline	Mid-Grade	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	\$0.0480	\$0.0480

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Pinnacle Petroleum Huntington Beach, CA		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - Yes	COOP - Yes	
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
1	Reformulated Gasoline	Regular	Transport Load (7,500 gallons or more)	1,671,000	Plus	\$0.0029	\$4,845.90
2	Reformulated Gasoline	Regular	Short Transport Load (4,000 gallons to 7,499 gallons)	1,197,200	Plus	\$0.0369	\$44,176.68
3	Reformulated Gasoline	Regular	Tank Wagon Load (1,500 gallons to 3,999 gallons)	416,095	Plus	\$0.1048	\$43,606.76
4	Reformulated Gasoline	Regular	Short Tank Wagon Load (1,499 gallons or less)	416,095	Plus	\$1.0251	\$426,538.98
5	Reformulated Gasoline	Mid-Grade	Transport Load (7,500 gallons or more)	379,975	Minus	(\$0.0515)	(\$19,568.71)
6	Reformulated Gasoline	Mid-Grade	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	\$0.0003	\$0.0003
7	Reformulated Gasoline	Mid-Grade	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	\$0.01748	\$0.01748
8	Reformulated Gasoline	Mid-Grade	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	\$0.4464	\$0.4464

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Sun Coast Resources Houston, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - Yes	COOP - No	
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
1	Reformulated Gasoline	Regular	Transport Load (7,500 gallons or more)	1,671,000	Plus	\$0.0295	\$49,294.50
2	Reformulated Gasoline	Regular	Short Transport Load (4,000 gallons to 7,499 gallons)	1,197,200	Plus	\$0.0395	\$47,289.40
3	Reformulated Gasoline	Regular	Tank Wagon Load (1,500 gallons to 3,999 gallons)	416,095	Plus	\$0.1195	\$49,723.35
4	Reformulated Gasoline	Regular	Short Tank Wagon Load (1,499 gallons or less)	416,095	Plus	\$0.6857	\$285,316.34
5	Reformulated Gasoline	Mid-Grade	Transport Load (7,500 gallons or more)	379,975	Plus	\$0.0295	\$11,209.26
6	Reformulated Gasoline	Mid-Grade	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	\$0.0395	\$0.0395
7	Reformulated Gasoline	Mid-Grade	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	\$0.1195	\$0.1195
8	Reformulated Gasoline	Mid-Grade	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	\$0.6857	\$0.6857

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Secondary Award		
					Douglass Distributing		
					Sherman, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - No	COOP - Yes	
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
9	Reformulated Gasoline	Plus	Transport Load (7,500 gallons or more)	1	Plus	\$0.0200	\$0.0200
10	Reformulated Gasoline	Plus	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	\$0.0300	\$0.0300
11	Reformulated Gasoline	Plus	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	\$0.0800	\$0.0800
12	Reformulated Gasoline	Plus	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	\$0.0800	\$0.0800
13	E85 Gasoline	E85	Transport Load (7,500 gallons or more)	50,000	Plus	\$0.0600	\$3,000.00
14	E85 Gasoline	E85	Short Transport Load (4,000 gallons to 7,499 gallons)	135,000	Plus	\$0.0900	\$12,150.00
15	E85 Gasoline	E85	Tank Wagon Load (1,500 gallons to 3,999 gallons)	15,500	Plus	\$0.1200	\$1,860.00
16	E85 Gasoline	E85	Short Tank Wagon Load (1,499 gallons or less)	15,500	Plus	\$0.1200	\$1,860.00

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					PRIMARY AWARD		
					Martin Eagle Oil Denton, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - No	COOP - Yes	
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
9	Reformulated Gasoline	Plus	Transport Load (7,500 gallons or more)	1	Plus	\$0.0080	\$0.0080
10	Reformulated Gasoline	Plus	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	\$0.0180	\$0.0180
11	Reformulated Gasoline	Plus	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	\$0.0280	\$0.0280
12	Reformulated Gasoline	Plus	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	\$0.0480	\$0.0480
13	E85 Gasoline	E85	Transport Load (7,500 gallons or more)	50,000	Plus	\$0.0300	\$1,500.00
14	E85 Gasoline	E85	Short Transport Load (4,000 gallons to 7,499 gallons)	135,000	Plus	\$0.0400	\$5,400.00
15	E85 Gasoline	E85	Tank Wagon Load (1,500 gallons to 3,999 gallons)	15,500	Plus	\$0.0500	\$775.00
16	E85 Gasoline	E85	Short Tank Wagon Load (1,499 gallons or less)	15,500	Plus	\$0.0700	\$1,085.00

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Pinnacle Petroleum Huntington Beach, CA		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - Yes	COOP - Yes	
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
9	Reformulated Gasoline	Plus	Transport Load (7,500 gallons or more)	1	Minus	(\$0.0415)	(\$0.0415)
10	Reformulated Gasoline	Plus	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	\$0.0003	\$0.0003
11	Reformulated Gasoline	Plus	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	\$0.1748	\$0.1748
12	Reformulated Gasoline	Plus	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	\$0.4464	\$0.4464
13	E85 Gasoline	E85	Transport Load (7,500 gallons or more)	50,000	Plus	\$0.0424	\$2,120.00
14	E85 Gasoline	E85	Short Transport Load (4,000 gallons to 7,499 gallons)	135,000	Plus	\$0.0540	\$7,290.00
15	E85 Gasoline	E85	Tank Wagon Load (1,500 gallons to 3,999 gallons)	15,500	Plus	\$0.2983	\$4,623.65
16	E85 Gasoline	E85	Short Tank Wagon Load (1,499 gallons or less)	15,500	Plus	\$0.4599	\$7,128.45

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Sun Coast Resources Houston, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - Yes	COOP - No	
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
9	Reformulated Gasoline	Plus	Transport Load (7,500 gallons or more)	1	Plus	\$0.0295	\$0.0295
10	Reformulated Gasoline	Plus	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	\$0.0395	\$0.0395
11	Reformulated Gasoline	Plus	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	\$0.1195	\$0.1195
12	Reformulated Gasoline	Plus	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	\$0.6857	\$0.6857
13	E85 Gasoline	E85	Transport Load (7,500 gallons or more)	50,000	Plus	\$0.0395	\$1,975.00
14	E85 Gasoline	E85	Short Transport Load (4,000 gallons to 7,499 gallons)	135,000	Plus	\$0.0495	\$6,682.50
15	E85 Gasoline	E85	Tank Wagon Load (1,500 gallons to 3,999 gallons)	15,500	Plus	\$0.1295	\$2,007.25
16	E85 Gasoline	E85	Short Tank Wagon Load (1,499 gallons or less)	15,500	Plus	\$0.6957	\$10,783.35

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Secondary Award		
					Douglass Distributing Sherman, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - No	COOP - Yes	
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
17	ULSD TxLED Diesel	No. 2	Transport Load (7,500 gallons or more)	1,200,000	Plus	\$0.0200	\$24,000.00
18	ULSD TxLED Diesel	No. 2	Short Transport Load (4,000 gallons to 7,499 gallons)	630,000	Plus	\$0.0300	\$18,900.00
19	ULSD TxLED Diesel	No. 2	Tank Wagon Load (1,500 gallons to 3,999 gallons)	398,350	Plus	\$0.0800	\$31,868.00
20	ULSD TxLED Diesel	No. 2	Short Tank Wagon Load (1,499 gallons or less)	398,350	Plus	\$0.0800	\$31,868.00
21	Diesel	Red-Dyed	Transport Load (7,500 gallons or more)	1	Plus	\$0.0200	\$0.0200
22	Diesel	Red-Dyed	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	\$0.0300	\$0.0300
23	Diesel	Red-Dyed	Tank Wagon Load (1,500 gallons to 3,999 gallons)	163,780	Plus	\$0.0800	\$13,102.40
24	Diesel	Red-Dyed	Short Tank Wagon Load (1,499 gallons or less)	163,780	Plus	\$0.0800	\$13,102.40

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					PRIMARY AWARD		
					Martin Eagle Oil Denton, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - No	COOP - Yes	
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
17	ULSD TxLED Diesel	No. 2	Transport Load (7,500 gallons or more)	1,200,000	Minus	(\$0.0037)	(\$4,440.00)
18	ULSD TxLED Diesel	No. 2	Short Transport Load (4,000 gallons to 7,499 gallons)	630,000	Plus	\$0.0063	\$3,969.00
19	ULSD TxLED Diesel	No. 2	Tank Wagon Load (1,500 gallons to 3,999 gallons)	398,350	Plus	\$0.0163	\$6,493.105
20	ULSD TxLED Diesel	No. 2	Short Tank Wagon Load (1,499 gallons or less)	398,350	Plus	\$0.0363	\$14,460.105
21	Diesel	Red-Dyed	Transport Load (7,500 gallons or more)	1	Plus	\$0.0063	\$0.0063
22	Diesel	Red-Dyed	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	\$0.0163	\$0.0163
23	Diesel	Red-Dyed	Tank Wagon Load (1,500 gallons to 3,999 gallons)	163,780	Plus	\$0.0163	\$2,669.614
24	Diesel	Red-Dyed	Short Tank Wagon Load (1,499 gallons or less)	163,780	Plus	\$0.0363	\$5,945.214

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Pinnacle Petroleum Huntington Beach, CA		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - Yes	COOP - Yes	
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
17	ULSD TxLED Diesel	No. 2	Transport Load (7,500 gallons or more)	1,200,000	Minus	(\$0.0332)	(\$39,840.00)
18	ULSD TxLED Diesel	No. 2	Short Transport Load (4,000 gallons to 7,499 gallons)	630,000	Minus	(\$0.0046)	(\$2,898.00)
19	ULSD TxLED Diesel	No. 2	Tank Wagon Load (1,500 gallons to 3,999 gallons)	398,350	Plus	\$0.1158	\$46,128.93
20	ULSD TxLED Diesel	No. 2	Short Tank Wagon Load (1,499 gallons or less)	398,350	Plus	\$0.7475	\$297,766.625
21	Diesel	Red-Dyed	Transport Load (7,500 gallons or more)	1	Minus	(\$0.0232)	(\$0.0232)
22	Diesel	Red-Dyed	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	\$0.0054	\$0.0054
23	Diesel	Red-Dyed	Tank Wagon Load (1,500 gallons to 3,999 gallons)	163,780	Plus	\$0.0886	\$14,510.91
24	Diesel	Red-Dyed	Short Tank Wagon Load (1,499 gallons or less)	163,780	Plus	\$0.9619	\$157,539.98

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Sun Coast Resources Houston, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - Yes	COOP - No	
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
17	ULSD TxLED Diesel	No. 2	Transport Load (7,500 gallons or more)	1,200,000	Plus	\$0.0349	\$41,880.00
18	ULSD TxLED Diesel	No. 2	Short Transport Load (4,000 gallons to 7,499 gallons)	630,000	Plus	\$0.0449	\$28,287.00
19	ULSD TxLED Diesel	No. 2	Tank Wagon Load (1,500 gallons to 3,999 gallons)	398,350	Plus	\$0.1249	\$49,753.92
20	ULSD TxLED Diesel	No. 2	Short Tank Wagon Load (1,499 gallons or less)	398,350	Plus	\$0.6899	\$274,821.67
21	Diesel	Red-Dyed	Transport Load (7,500 gallons or more)	1	Plus	\$0.0349	\$0.0349
22	Diesel	Red-Dyed	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	\$0.0449	\$0.0449
23	Diesel	Red-Dyed	Tank Wagon Load (1,500 gallons to 3,999 gallons)	163,780	Plus	\$0.1249	\$20,456.12
24	Diesel	Red-Dyed	Short Tank Wagon Load (1,499 gallons or less)	163,780	Plus	\$0.6899	\$112,991.82

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

SECTION ONE: GASOLINE AND DIESEL FUEL					Secondary Award		
					Douglass Distributing		
					Sherman, TX		
					HUB - No		COOP - Yes
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
TOTAL AMOUNT OF BID FOR SECTION ONE:					\$295,221.95		
Normal Delivery Days After Receipt of Order (ARO)					1 Day		
Provides Tank Monitoring Service?					Yes		

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

SECTION ONE: GASOLINE AND DIESEL FUEL					PRIMARY AWARD		
					Martin Eagle Oil		
					Denton, TX		
					HUB - No		COOP - Yes
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
TOTAL AMOUNT OF BID FOR SECTION ONE:					107,437.8766		
Normal Delivery Days After Receipt of Order (ARO)					1 Day		
Provides Tank Monitoring Service?					Yes		

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

SECTION ONE: GASOLINE AND DIESEL FUEL					Pinnacle Petroleum Huntington Beach, CA		
					HUB - Yes COOP - Yes		
					Plus/Minus	Differential	Total Bid Amount
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE			
TOTAL AMOUNT OF BID FOR SECTION ONE:					\$993,971.18		
Normal Delivery Days After Receipt of Order (ARO)					1-2 Day		
Provides Tank Monitoring Service?					Yes		

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

SECTION ONE: GASOLINE AND DIESEL FUEL					Sun Coast Resources		
					Houston, TX		
					HUB - Yes		COOP - No
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
TOTAL AMOUNT OF BID FOR SECTION ONE:					\$992,473.28		
Normal Delivery Days After Receipt of Order (ARO)					1-2 Day		
Provides Tank Monitoring Service?					Yes		



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: _____ Bid No. 2018-057, Annual Contract for Fuel

County Department: _____ PURCHASING

Contact Person: _____ Jack Beacham, C.P.M., A.P.P.

Phone Number for Contact Person: _____ (817) 884-1133

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

Yes _____ No ✓

2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes _____ No ✓

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: May 7, 2018

FROM: Brian Waltenburg, P.E., Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement for the design phase services for the Wastewater Treatment Plant Ultraviolet System Update project, with Alan Plummer Associates, Inc., for \$169,521.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The project includes demolition of the existing UV disinfection system and installation of a new UV disinfection system capable of producing a Type I Reuse water quality. Maintenance of the existing UV system has been very challenging due to the age of the system and the lack of available replacement parts.

The scope of the Professional Services Agreement includes engineering services required for the preparation of detailed design plans and specifications for the Wastewater Treatment Plant Ultraviolet System Update.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$169,521.00

Proposed Expenditure:	Account Number(s):
\$169,521.00	630-970-98473

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

LEGAL REVIEW: The Town's standard professional services agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No changes to the legal content of this form document were made.

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Consider approval of a Professional Services Agreement for the design phase services for the Wastewater Treatment Plant Ultraviolet System Update project, with Alan Plummer Associates, Inc., for \$169,521.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ALAN PLUMMER ASSOCIATES, INC.**

This contract is entered into on this 7th day of May, 2018, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Alan Plummer Associates, Inc.** (“hereinafter referred to as “CONSULTANT”) whose address is 1320 S. University Drive, Suite 300, Fort Worth, Texas 76107.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Wastewater Treatment Plant Ultraviolet System Update project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT has represented or is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Wastewater Treatment Plant Ultraviolet System Update project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Sixty Nine Thousand Five Hundred Twenty-One and No/100 Dollars (\$169,521.00)). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing

CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT shall provide documents in any commonly-used electronic file format as requested by TOWN. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.

Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to TOWN certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;
5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and
6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.

Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor

facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.

CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.

Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED

BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.

Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has

not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV. Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVIII entitled Confidential Information shall survive termination of this Contract.

XVI. Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII. Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no 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 CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until TOWN is otherwise notified:

Jeffrey E. Caffey, P.E.,
Principal
Alan Plummer Associates, Inc.
1320 S. University Dr., Suite 300.
Fort Worth, Texas, 76107
817-806-1700 Telephone

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.

Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.

Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.

Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.

No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and

covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.

No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
Honorable Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:**Alan Plummer Associates, Inc.**

By: _____

Name: Jeffrey E. Caffey, P.E.

Title: Principal

Date Signed: _____

State of Texas

§

County of Tarrant

§

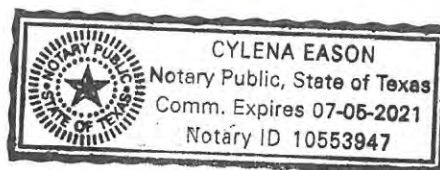
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This instrument was acknowledged before me on the 6th day of April, 2018, by Jeffrey E. Caffey in his capacity as Principal of Alan Plummer Associates, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Authorized Representative

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6th DAY OF April, 2018.

Cylena Eason
Notary Public, State of Texas

My Commission Expires:

7/5/2021

ATTACHMENT A

TOWN OF FLOWER MOUND WASTEWATER TREATMENT PLANT ULTRAVIOLET SYSTEM UPDATE BASIC ENGINEERING SERVICES

Prepare detailed design and advertisement phase services for the Wastewater Treatment Plant Ultraviolet System Update project. The improvements will include demolition of the existing UV disinfection system and installation of a new UV disinfection system capable of producing a Type I Reuse water quality.

BASIC SERVICES

CONSULTANT agrees to perform BASIC SERVICES in connection with the PROJECT as hereinafter stated, in accordance with the stipulations within this AGREEMENT. The CONSULTANT shall perform BASIC SERVICES necessary for the development of the PROJECT as follows:

A. DETAILED DESIGN

1. Prepare technical memorandum documenting the results and recommendations of an evaluation of up to three (3) UV systems to be considered in either two-channel or three-channel arrangements.
2. Prepare detailed plans, technical specifications, contract documents, designs, and layouts of a new UV disinfection system to be constructed for the UV SYSTEM IMPROVEMENTS, to be bid as a single construction project.
3. Furnish the TOWN, when requested, the engineering data necessary for TOWN'S submittal of applications for routine permits required by local, state, and federal authorities. Preparation of detailed applications and supporting documents for government grants or loans, site specific 404 permits, stormwater permits, or environmental and/or archeological surveys will be provided as SPECIAL SERVICES, if required.
4. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required.
5. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the PROJECT.
6. Meetings
 - a. A project start-up meeting will be held at the Flower Mound Service Center or at another location designated by the TOWN. The meeting will include the following:
 - (1) Consult with the TOWN to review the scope of services, to verify the TOWN's requirements for the project, and to review available data provided by the TOWN.
 - (2) Advise the TOWN as to the necessity of the TOWN's providing or obtaining data or services from others, and assist the TOWN in connection with any such services.

- (3) Prepare a flow chart showing project schedule and key project milestones. The flow chart will be updated periodically and sent to the TOWN.
 - (4) Discuss PROJECT objectives, deliverables, communications, schedule, documentation, work plan, and trending documentation, etc.
 - (5) Based on discussions during the start-up meeting, the proposed PROJECT approach will be refined, if necessary.
 - (6) Prepare start-up meeting notes that document discussions and action items.
 - b. Three design review meetings with TOWN staff will be held at the TOWN'S Service Center at 30%, 60%, and 90% completion milestones. Each meeting will include:
 - (1) Updated schedule review.
 - (2) Review of UV system evaluation technical memorandum.
 - (3) Opinion of probable construction cost review.
 - (4) Review of drawings and specifications.
 - (5) Progress meeting notes that document discussions and action items.
 - c. Attending meetings with TOWN council or other TOWN departments except as included in the Basic Services will be an Additional Service.
7. Provide updated opinions of probable construction cost for budget purposes at approximately 30%, 60%, and 90% complete milestones and prepare a detailed statement of the final opinion of probable construction cost. The CONSULTANT'S projection of construction costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost. The CONSULTANT does not warrant the accuracy of the opinion of probable construction cost.
8. Facilities to be designed will consist of the following:
 - a. Design a UV Disinfection System to replace the existing equipment, and modifying the existing structure as necessary. The new UV Disinfection System will be capable of producing water of sufficient quality for Type I Reuse water for the reuse system. However, it will only produce discharge permit level quality water during wet-weather peak flow events.
 - b. Replace influent weir gates and effluent water level control gates as needed for the new system.
 - c. Provide electrical, instrumentation, and SCADA system improvements associated with the facilities listed above.
9. The 30% Design Review shall include the draft preliminary design technical memorandum with design information on up to three (3) UV Disinfection System alternatives.
10. Deliverables
 - a. Furnish up to five (5) sets of plans (half size), specifications, and contract documents at each progress meeting.
 - b. Furnish up to five (5) copies of the design technical memorandum at the 30%, 60% and 90% design milestones.

- c. The 60% and 90% Design Review shall each include the full set of draft specifications and a set of the drawings;

B. ADVERTISEMENT PHASE SERVICES

1. Assist the TOWN in securing bids, issuing notice to bidders and notifying construction news publications. The notice to bidders will be furnished to the TOWN for publication in the local news media. The cost for publications shall be paid by the TOWN.
2. Assist the prospective bidders in interpreting the construction plans and specifications by responding to questions and through the preparation and issuance of addenda.
3. Prepare for and participate in two (2) pre-bid conferences at the project site.
4. Assist the TOWN in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of the contracts or the appropriate actions to be taken by the TOWN.
5. Assist the TOWN in the preparation of formal contract documents for the construction contract and incorporate the Addendum Items into the plans and specifications to develop a "conformed set". Provide the TOWN with up to 10 sets of conformed plans and specifications and the CONTRACTOR with up to 5 sets of conformed plans and specifications. Addenda to the specifications will be added electronically, and addenda to the plan drawings will be added by hand.

ADDITIONAL SERVICES

- A. Additional services to be performed by the CONSULTANT, if authorized by the TOWN, which are not included in the above-described BASIC SERVICES, are described as follows:
 1. Attending additional meetings as requested by TOWN;
 2. Providing additional copies of reports, plans and specifications;
 3. Any additional services that may be required by the TOWN for completion of the project that are not included in the BASIC or SPECIAL SERVICES; and
 4. Preparing copies of Computer-Aided Drafting (CAD) electronic databases, drawings, or files for the TOWN's use in a future CAD system.

TIME OF COMPLETION

Upon receipt of a notice to proceed, Alan Plummer Associates anticipates the following completion schedule for each of the project tasks. It is anticipated the Town will have two weeks to review submittals prior to the date review meetings are scheduled.

Task	Calendar Days
1. Start-up meeting:	Within 10 days of Notice to Proceed.
2. Submit 30% Review Documents:	Within 42 days of Start-up meeting.
3. Submit 60% Review Documents:	Within 35 days of 30% Review Meeting.
4. Submit 90% Review Documents:	Within 42 days of 60% Review Meeting.
5. Submit Documents for Advertisement:	Within 21 days of 90% Review Meeting.

ATTACHMENT B
COMPENSATION

The CONSULTANT will provide the Scope of Services described in Attachment A for a lump sum fee as follows:

TASK A. DETAILED DESIGN PHASE	\$ 148,077
TASK B. ADVERTISEMENT PHASE	\$ 21,444
TOTAL	\$ 169,521

Additional services will be negotiated at the time they are identified.



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: May 7, 2018

FROM: Brian Waltenburg, P.E., Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Lake Forest Boulevard Roadway Improvements and Lake Forest 12-inch Water Line projects, in the amount of \$46,217.75; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Professional Services Agreement includes construction materials engineering and testing for the Lake Forest Boulevard Roadway Improvements and 12-inch Water Line projects.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$46,217.75

Proposed Expenditure:	Account Number(s):
\$46,217.75	531-220-96011

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

LEGAL REVIEW: The Town's standard professional services 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 Professional Services Agreement.

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Move to approve a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Lake Forest Boulevard Roadway Improvements and Lake Forest 12-inch Water Line projects, in the amount of \$46,217.75; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ALLIANCE GEOTECHNICAL GROUP**

This contract is entered into on this 7th day of May, 2018, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **ALLIANCE GEOTECHNICAL GROUP**, (“hereinafter referred to as “CONSULTANT”) whose address is 3228 Halifax Street, Dallas, Texas 75247.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Lake Forest Boulevard Roadway Improvements and Water Line project; and; and

WHEREAS, CONSULTANT is a construction materials engineering and testing firm qualified to provide such services and is willing to undertake the performance of such services for TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Lake Forest Boulevard Roadway Improvements and Water Line Materials Engineering and

Testing specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Forty Six Thousand Two Hundred Seventeen and 75/100 Dollars (\$46,217.75). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill TOWN on an hourly basis for certain services provided combined with a flat fee for specific tests performed in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to TOWN certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of

CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Brian Waltenburg, PE
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;
5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and
6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.

Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract, except to the extent that such liability is covered by CONSULTANT's insurance, whether maintained as a requirement of this Contract or otherwise.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages in an amount not to exceed:

(1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus

(2) The total dollar amount of this Contract.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVIII entitled Confidential Information shall survive termination of this Contract.

XVI.
Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no 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 CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations

in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX. **Notice Information**

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

Brian Waltenburg, PE
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6234 Telephone

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until TOWN is otherwise notified:

Perry Kakara, SET
Alliance Geotechnical Services
3228 Halifax Street
Dallas, Texas 75247
972-444-8889 Telephone
972-444-8893 Facsimile

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution.

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.
Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.
No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

This Contract is fully performable in Denton County, Texas, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.**No Third Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
Honorable Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
ALLIANCE GEOTECHNICAL GROUP**

By: 
 Name: Robert P. Nance
 Title: President
 Date Signed: 4/2/18

State of Texas §

County of Dallas §
 §

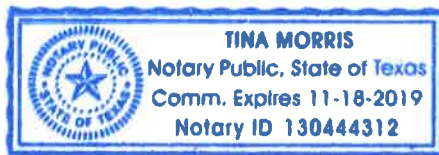
This instrument was acknowledged before me on the 2ND day of April, 2018, by Robert P. Nance in his capacity as President of Alliance Geotechnical Group, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of President.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2ND DAY OF April, 2018.


 Notary Public, State of Texas

My Commission Expires:

11-18-2019





- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING AND TESTING
- CONSTRUCTION INSPECTION

March 21, 2018

Mr. Brian Waltenburg
Senior Project Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Phn: (972) 874-6234
Email: brian.waltenburg@flower-mound.com

Re: Lake Forest Boulevard
Flower Mound, Texas
Engineering Inspection & Testing Services
AGG Proposal No: P18-0327C

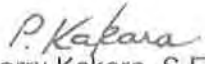
Dear Mr. Waltenburg:

Alliance Geotechnical Group (AGG) is pleased to confirm our firm's interest in providing materials inspection and testing services for the proposed project noted above. A schedule of unit fees for this project is attached

After reviewing our fee schedule if you have any questions, please contact the undersigned at (972) 444-8889. If acceptable, please sign below and fax back to our office as our Authorization to Proceed. We look forward to the opportunity of working with you on this project.

Respectfully submitted,

ALLIANCE GEOTECHNICAL GROUP


Perry Kakara, S.E.T.
CME Department Manager


Robert P. Nance
President

Approved by: _____
Signature

Date: _____

SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
LAKE FOREST BOULEVARD FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P18-0327C

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
A. SUB-GRADE / GABION TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	15	@	\$165.00	each	\$2,475.00
• Material Analysis -200	12	@	\$35.00	each	\$420.00
• Atterberg Limits	15	@	\$55.00	each	\$825.00
• Trail In-Place Density Test	3	@	\$35.00	each	\$105.00
• Mass Fill In-Place Density Test	135	@	\$18.00	each	\$2,430.00
• Sulfate Test (1 per 300 lf) as needed	6	@	\$90.00	each	\$540.00
• Paving/Walks Subgrade In-Place Density Test*	9	@	\$35.00	each	\$315.00
• Lime Series (5 Point PI Method)	3	@	\$250.00	each	\$750.00
• Select Fill In-Place Density Test	150	@	\$35.00	each	\$5,250.00
• Lime Subgrade Gradation	6	@	\$18.00	each	\$108.00
• THD Triaxial (Tex.-117-E) (as needed)	0	@	\$1,550.00	each	\$0.00
• Lime Subgrade Depth Check	6	@	\$18.00	each	\$108.00
• Sr. Engineering Tech to perform testing	176	@	\$47.50	hour	\$8,360.00
• Sr. Engineering Tech Overtime to perform testing	12	@	\$71.25	hour	\$855.00
• Project Manager	12	@	\$75.00	hour	\$900.00
• Sr. Geotechnical Engineer Project Review	4	@	\$125.00	hour	\$500.00
• Vehicle Charge	25	@	\$40.00	trip	\$1,000.00
Sub-Total					\$24,941.00
B. UTILITY BACKFILL TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	2	@	\$165.00	each	\$330.00
• Atterberg Limits	2	@	\$55.00	each	\$110.00
• Material Analysis -200	2	@	\$35.00	each	\$70.00
• In-Place Density Test* (ASTM D2922)	114	@	\$35.00	each	\$3,990.00
• Concrete Test Cylinders (4 cys per set) MH/Inlets/Culvert	80	@	\$18.00	each	\$1,440.00
• Sr. Engineering Tech to perform testing	165	@	\$47.50	hour	\$7,837.50
• Project Manager	15	@	\$75.00	hour	\$1,125.00
• Vehicle Charge	31	@	\$40.00	trip	\$1,240.00
Sub-Total					\$16,142.50

**SCHEDULE OF FEES
FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING
LAKE FOREST BOULEVARD FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P18-0327C**

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
C. CONCRETE & REINFORCING TESTING & INSPECTION					
• Sr. Geotechnical Engineer Pier Review	0	@	\$125.00	hour	\$0.00
• Concrete Inspection & Testing (regular time)	44	@	\$47.50	hour	\$2,090.00
• Concrete Inspection & Testing (over time)	5	@	\$71.25	hour	\$356.25
• Paving Concrete Cylinder Test	36	@	\$18.00	each	\$648.00
• Trail/Sidewalk Concrete Cylinder Test	20	@	\$47.50	each	\$950.00
• Concrete Cylinders	0	@	\$18.00	each	\$0.00
• Project Manager	6	@	\$75.00	hour	\$450.00
• Vehicle Charge	16	@	\$40.00	trip	\$640.00
Sub-Total					\$5,134.25
D. ASPHALT TESTING & INSPECTION					
• Gradation/A. C. Content	0	@	\$175.00	each	\$0.00
• Density Air Voids	0	@	\$35.00	each	\$0.00
• Sulfate Soundness	0	@	\$285.00	each	\$0.00
• Hveem Stability	0	@	\$105.00	each	\$0.00
• Asphalt Cores	0	@	\$50.00	set	\$0.00
• Lab Molded Densities	0	@	\$45.00	set	\$0.00
• Rice Gravities	0	@	\$45.00	each	\$0.00
• TxDOT Level 1B Asphalt Technician	0	@	\$50.00	hour	\$0.00
• TxDOT Level 1A Asphalt Technician	0	@	\$55.00	hour	\$0.00
• Vehicle Charge	0	@	\$35.00	trip	\$0.00
Sub-Total					\$0.00
ESTIMATED TOTAL					\$46,217.75

NOTES:

1. It is understood that the contractor will be invoiced at overtime rates of 1.5 times the regular hourly rate for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup may apply.
3. Any additional tests will be billed on a hourly rate and charged at the applicable rate, portal-to-portal.
4. Additional test not specified in this proposal will be quoted upon request.
5. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.
6. The above unit rates are based on the project plans provided to AGG by the Town of Flower Mound



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: May 7, 2018

FROM: Brian Waltenburg, P.E., Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., for the design phase services for the Denton Creek Boulevard Bridge, and Denton Creek Water Line projects, for \$302,276.80; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The project includes the design of a 260-foot multi-span bridge structure, which includes approach slabs, foundations, substructure, superstructure, and slope protection under the structure, the design of two 12-inch water lines, and an 8-inch reuse water line.

The scope of the Professional Services Agreement includes engineering services required for the preparation of plans, specifications and estimates (PS&E) for a bridge on Denton Creek Boulevard over Graham Branch.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$302,276.80

Proposed Expenditure:	Account Number(s):
\$142,276.80	531-220-78032
160,000.00	550-119-78032

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

LEGAL REVIEW: The professional services agreement was reviewed by Jeremy Page, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., as to form and legality.

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Move to approve a Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., for the design phase services for the Denton Creek Boulevard Bridge, and Denton Creek Water Line projects, for \$302,276.80; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

This contract is entered into on this 7th day of May, 2018, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **BURNS & MCDONNELL ENGINEERING COMPANY, INC.**, (“hereinafter referred to as “CONSULTANT”) whose address is 15950 N. Dallas Parkway, Tower II, Suite 700, Dallas, TX 75248.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Denton Creek Boulevard Bridge and Water Line project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions to the exercise of reasonable, informed judgments and prompt, timely action. .

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Denton Creek Boulevard Bridge and Water Line project as the tasks enumerated

more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a lump sum of Three Hundred Two Thousand Two Hundred Seventy-Six and 80/100 Dollars (\$302,276.80). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII. Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT shall provide documents in any commonly-used electronic file format as requested by TOWN. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII. Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an “occurrence” basis save and except the Professional Liability Insurance which may be written on a “claims-made” basis, provided that “tail coverage” or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to TOWN certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;

2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, and insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. .

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG 2010 0704 and CG 2037 0704 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to cancellation or nonrenewal, a notice thereof shall be given to the TOWN by certified mail to:

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required.

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees thereof in their official capacities, and/or while acting on behalf of TOWN;
5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
2. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by the general liability and automotive liability insurance. The commercial general liability and automotive liability insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for losses covered by the policies where additional insurance coverage is provided;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.

Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.

CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by

said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's experience, and in reliance thereon.

XII.

Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed

hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV. Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV. Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVIII entitled Confidential Information shall survive termination of this Contract.

XVI. Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and

between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no 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 CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney

XIX.
Notice Information

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 Telephone

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until TOWN is otherwise notified:

Ryan Fritz, P.E.
Senior Structural Engineer
Burns & McDonnell
15950 N. Dallas Parkway, Tower II, Suite 700
Dallas, TX 75248
972-455-3149 Telephone

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their

race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.
Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.
No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

**THE TOWN OF FLOWER MOUND,
TEXAS**

By:_____

Honorable Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
BURNS & MCDONNELL
ENGINEERING COMPANY, INC.**

By: Anthony Kimney

Name: Anthony Kimney

Title: Principal

Date Signed: 4-3-18

State of Texas §

County of Dallas §

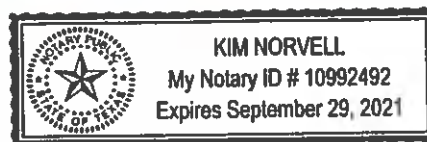
This instrument was acknowledged before me on the 3rd day of April, 2018, by Anthony Kimney in his capacity as Principal of Burns & McDonnell, a Missouri Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Principal.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 3rd DAY OF April, 2018.

K. Norvell
Notary Public, State of Texas

My Commission Expires:

Sept 29 2021



ATTACHMENT A

SERVICES TO BE PROVIDED BY THE CONSULTANT

DENTON CREEK BOULEVARD OVER GRAHAM BRANCH Flower Mound, Texas

GENERAL PROJECT OVERVIEW

The CONSULTANT (Burns & McDonnell) has entered into a written Prime Agreement with the TOWN (Town of Flower Mound) which provides for the rendering of professional services to design a portion of Denton Creek Boulevard adjacent to the residential developments in Flower Mound, Texas. The work to be performed by the CONSULTANT under this Contract shall consist of providing engineering services required for the preparation of plans, specifications and estimates (PS&E) for a bridge on Denton Creek Boulevard over Graham Branch. All PS&E shall be developed in accordance with Town of Flower Mound design standards in English units and shall be produced on 11" x 17" sheets.

PROJECT DETAILS

- This scope is limited to the design of the bridge structure, which includes approach slabs, foundations, substructure, superstructure, and slope protection under the structure.
- Based on preliminary studies, this scope provides for the design of a 4-lane bridge that is approximately 260 feet in total length using multiple spans. Shoulder and sidewalk (if any) widths will be coordinated with the TOWN and will be incorporated into the bridge design.
- Aesthetic treatments will be limited to staining of the concrete, stone on exposed concrete and an Aesthetic Rail in which the TOWN has used in the past.
- If required, the bridge design will accommodate light poles and electrical conduit using standard details available from the TxDOT.
- It is anticipated that the bridge will need to carry two 12" water lines and a one 8" reuse line.
- The bridge design will accommodate a flat bench under the bridge for an equestrian trail.
- The bridge will be constructed in a single phase.
- The bridge is anticipated to be a typical span bridge with a concrete deck on prestressed concrete girder superstructure. A maximum of three preliminary layouts shall be prepared for consideration by the TOWN.
- Environmental assessment (Cultural Resources, Endangered Species, Hazardous Materials and Jurisdictional Water) shall be performed by the CONSULTANT. It is assumed that there will be no impact to the Jurisdictional Waters of the US.
- This scope assumes that the existing right of way and easements are satisfactory to construct the project. All necessary right-of-way mapping, documentation and acquisition shall be performed by others unless told otherwise in which an addendum is issued.
- The Hydraulic Analysis is based on the acquisition of the Letter of Map Revision (LOMR) previously prepared by others for the Westbridge Drive Bridge over Graham Branch and is under review by Federal Emergency Management Agency (FEMA) for the Denton Creek Boulevard crossing of Graham Branch.

- Bridge plans will reference standard TxDOT Specifications for materials and construction except where Town of Flower Mound design requirements override. Any special specifications required for the bridge design shall be prepared by CONSULTANT for review and approval.
- Design survey including Subsurface Utility Engineering (SUE) documenting existing utilities shall be provided by CONSULTANT.
- Geotechnical services shall be provided by the CONSULTANT. Boring locations necessary for design of the bridge will be in accordance with the TxDOT Geotechnical Manual.

PLANS, SPECIFICATIONS AND ESTIMATES

Task 1 ASSEMBLY AND REVIEW OF DATA

- A. The TOWN shall provide to the CONSULTANT all data necessary to perform this scope of services. Data to be provided will include, but not be limited to:
 1. Roadway plans
 2. Utility plans and documents from appropriate municipalities and utility companies.
 3. Graphic files, plans, documents, and other data for existing and proposed improvements along the corridor.
 4. This scope assumes that the appropriate base CADD files needed to produce the requested plans will be provided by the TOWN in Microstation or some other compatible format. The proposed fee does not include significant time for the CONSULTANT to develop these base files.
- B. Review data provided and notify CONSULTANT of any additional information needed for completion of services.
- C. Conduct field reconnaissance and collect additional data including a photographic record of notable existing features.
- D. The CONSULTANT shall collect existing FEMA FIS study and FIS Backup Data to support the CLOMR and LOMR reports.

Task 2 ENVIRONMENTAL ASSESSMENT AND PERMITTING

- A. The CONSULTANT shall perform the Cultural Resources Survey in compliance with Section 106 of the National Historic Preservation Act (NHPA).
- B. The CONSULTANT shall perform a Wetland and Waters of the U.S. delineation.
- C. The CONSULTANT shall perform U.S. Army Corps of Engineers Coordination and Permitting.
- D. The CONSULTANT shall perform a Threatened and Endangered Species Habitat Evaluation.
- E. The CONSULTANT shall coordinate with U.S. Fish and Wildlife Services (USFWS) and Texas Parks and Wildlife Division (TPWD).

Task 3 FIELD SURVEYING

- A. All surveying work associated with the bridge design shall be provided by the CONSULTANT.

Task 4 RIGHT OF WAY (ROW)

- A. The CONSULTANT will develop the legal descriptions of the two parcels owned by McCutchin, Ronald Family P/S LTD (parcel 208047 and 208051).

Task 5 ROADWAY DESIGN

- A. All roadway design shall be provided by the TOWN.
- B. The CONSULTANT shall review roadway design and provide bridge structure layout and superstructure depth for finalization of roadway profile to achieve required freeboard above design high water elevation.

Task 6 HYDROLOGIC AND HYDRAULIC STUDIES

- A. The CONSULTANT shall preform the hydrologic and hydraulic studies in accordance with FEMA guidelines.
- B. The CONSULTANT shall prepare drainage area map, hydrologic data sheet and hydraulic data sheets for the proposed bridge crossing at Graham Branch.
- C. The CONSULTANT shall prepare and submit a CLOMR report to FEMA based on new hydrology and bridge. The CONSULTANT shall address FEMA review comments and coordinate with FEMA.

Task 7 MISCELLANEOUS

- A. Specifications and General Notes

The CONSULTANT shall furnish listing of current general notes, standard specifications, and special specifications that will be used for the project. The applicable general note sheets shall be prepared by the CONSULTANT.

- B. Retaining Wall Plans - None anticipated.

- C. Roadway Illumination and Electrical Plans

- 1. The TOWN shall provide any illumination and electrical plans required for the project.
- 2. The CONSULTANT shall accommodate any light poles and related electrical conduit in the bridge design using typical support details available from TxDOT.

- D. Geotechnical Services

- 1. The CONSULTANT shall provide all subsurface investigation and a geotechnical report for the project in accordance with the procedures and design guidelines in the TxDOT Geotechnical Manual to develop the subsurface investigation program including numbers of borings, estimated boring depths, boring locations, required sampling, and laboratory testing program.
- 2. The geotechnical report will include:
 - a. Recommendations for design of the bridge foundations.
 - b. Recommendations for abutment slope stability and stream scour protection.

Task 8 BRIDGE DESIGN

- A. Provide up to three Preliminary Bridge Layouts for review and consideration by the TOWN.
- B. Once a bridge layout is approved, perform final design of the selected alternative as follows:
 - 1. Provide bridge foundation design. The CONSULTANT shall perform final design of the preferred foundation type based on the geotechnical recommendations.
 - 2. Provide substructure and superstructure detail design. The CONSULTANT shall perform final, detailed design utilizing a conventional precast, prestressed concrete beam superstructure and conventional reinforced concrete bents with conventional substructures for all.

3. Produce summary tables of all bridge structure quantities and bearing seat elevations.
4. General guidelines for Structural Design:
 - a. The CONSULTANT shall prepare the above described bridge layout and submit it to the TOWN. The bridge layout shall be in conformance with TxDOT's Bridge Design Manual and Bridge Detailing Manual. No detailed design work is to be performed until the TOWN has given the CONSULTANT written approval of the Preliminary Bridge Layout.
 - b. The bridge foundation design shall be in accordance with TxDOT's Geotechnical Manual and Bridge Design Manual.
 - c. Structural design shall be performed using the AASHTO LRFD Bridge Design Specifications, Seventh Edition, with the 2017 Interim Revisions.

Task 9 WATER PIPES

- A. The CONSULTANT shall provide design phase services for water pipes associated with the Denton Creek Boulevard Bridge Project. The Design will be for two (2) 12-inch potable water pipes and one (1) 8-inch water reuse pipe to be hanging from the bridge. The pipes will be uninsulated and capped outside the bridge approach slab limits on both ends of the bridge. The three (3) pipes will be supported under the bridge structure with designed hangers. The length of each pipe will be approximately 300 linear feet. Plans and technical specifications will be provided.

Task 10 PROJECT MANAGEMENT

- A. The CONSULTANT shall prepare monthly invoices for the project including a progress report with an updated design schedule for the work completed the previous period.
- B. Prepare project correspondence and progress reports, and maintain routine project record keeping. A schedule shall be prepared for the design activities and submitted to the TOWN for review. The schedule shall be updated with progress monthly.
- C. The CONSULTANT shall attend meetings over the project duration with the TOWN during progress of the PS&E Package and provide up to two (2) team members at these meetings as needed. The CONSULTANT will attend the Pre-Bid meeting and issue addenda as needed. A total of five (5) meetings are anticipated.

Task 11 ADDITIONAL SERVICES

Upon receiving authorization and agreement on additional fee, the following additional services can be offered:

- A. Responding to requests for information (RFI's)
- B. Shop Drawing Reviews
- C. Answering general questions and providing clarification which may require job site visits
- D. Other Construction Phase Services
- E. The CONSULTANT shall prepare and submit a LOMR to FEMA based on as-built information. The CONSULTANT shall address FEMA review comments and coordinate with FEMA.

Task 12 DELIVERABLES

- A. Plans

The CONSULTANT shall provide the following information at each submittal:

1. Preliminary Design Submittal (30%)
 - a. 2 sets of 11" x 17" plan sheets for TOWN review

- b. Opinion of Probable Construction Costs
- 2. Pre-Final Review Submittal (90%)
 - a. 2 sets of 11" x 17" plan sheets for TOWN review
 - b. Opinion of Probable Construction Costs
 - c. Marked up General Notes
 - d. Special Specifications
- 3. Final Submittal (100%)
 - a. 7 sets of 11" x 17" plan sheets for TOWN review
 - b. Opinion of Probable Construction Costs
 - c. Marked up General Notes
 - d. Special Specifications
 - e. 10 sets of 11"x17" Conformed Plans including all addenda
 - f. 2 sets of 22"x34" Conformed Plans including all addenda
 - g. 1 PDF of Record Drawings prepared from Field Set.
- B. Electronic Copies - The CONSULTANT shall furnish the TOWN with a CD ROM disk of the final plans in Microstation V8i and .pdf format.
- C. Anticipated Sheet Count:

Sheet Title	Plan Shts
DENTON CREEK BOULEVARD BRIDGE LAYOUT	1
DENTON CREEK BOULEVARD TYPICAL SECTIONS	1
DENTON CREEK BOULEVARD BORING LOGS	1
DENTON CREEK BOULEVARD ESTIMATED QUANTITIES	1
DENTON CREEK BOULEVARD ABUT DETAILS	3
DENTON CREEK BOULEVARD BENT DETAILS	1
DENTON CREEK BOULEVARD FRAMING PLAN	1
DENTON CREEK BOULEVARD SLAB DETAILS	2
DENTON CREEK BOULEVARD AESTHETIC RAIL DETAIL	2
PRESTRESSED CONCRETE I-GIRDER (NON-STANDARD SPANS) - IGND	1
MISC BRIDGE DETAILS	2
STANDARDS	36
DENTON CREEK BOULEVARD AT GRAHAM BRANCH DRAINAGE AREA MAP AND HYDROLOGIC DATA SHEET	1
DENTON CREEK BOULEVARD AT GRAHAM BRANCH CROSS SECTION LAYOUT	1
DENTON CREEK BOULEVARD AT GRAHAM BRANCH HYDRAULIC DATA SHEETS	4
TOTALS	58

ATTACHMENT B
LUMP SUM FEE SCHEDULE
PS&E for DENTON CREEK BOULEVARD BRIDGE over GRAHAM BRANCH
FLOWER MOUND, TX
BMcD LABOR

Description of Work or Task	TOTAL COST
LABOR COSTS	
Task 1 ASSEMBLY AND REVIEW OF DATA	\$6,800.00
Task 2 ENVIRONMENTAL ASSESSMENT AND PERMITTING	\$36,584.00
Task 3 FIELD SURVEYING	\$9,185.00
Task 4 RIGHT OF WAY (ROW)	\$14,000.00
Task 5 ROADWAY DESIGN	\$2,736.00
Task 6 HYDROLOGIC AND HYDRAULIC STUDIES	\$45,629.00
Task 7 MISCELLANEOUS	\$37,971.00
Task 8 BRIDGE DESIGN	\$101,976.00
Task 9 WATER PIPES	\$30,504.00
Task 10 PROJECT MANAGEMENT	\$15,944.00
Task 11 ADDITIONAL SERVICES	
Task 12 DELIVERABLES	\$947.80
LABOR TOTALS	\$302,276.80



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: May 7, 2018

FROM: Clay Riggs, Senior Project Engineer

ITEM: Consider approval of Change Order No. 3 and final acceptance of the Rheudasil, Wilkerson, and Cortadera Park Pond Dredging and Bank Stabilization project, amending the contract with Shirley and Sons Construction Co., Inc., for a decrease to the contract in the amount of \$1,400.00, and authorization of final payment to Shirley and Sons Construction Co., Inc., in the amount of \$57,253.66; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Change Order No. 3 for Rheudasil, Wilkerson, and Cortadera Park Pond Dredging and Bank Stabilization project (Bid No. 2017-81) provides for the line item adjustments to match in-place quantities. Final payment consists of \$48,303.66 of retainage, \$8,950.00 of work completed, for a final contract amount of \$2,424,132.96.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$57,253.66

Proposed Expenditure:	Account Number(s):
\$57,253.66	532-110-90814

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 3
2. Contractors Estimate for Payment
3. Consent of Surety
4. Affidavit of Bills Paid

DRAFT MOTION: Consider approval of Change Order No. 3 and final acceptance of the Rheudasil, Wilkerson, and Cortadera Park Pond Dredging and Bank Stabilization project, amending the contract with Shirley and Sons Construction Co., Inc., for a decrease to the contract in the amount of \$1,400.00, and authorize final payment to Shirley and Sons Construction Co., Inc., in the amount of \$57,253.66; and authorize the Mayor to execute same on behalf of the Town.

CHANGE ORDER 3 AND FINAL

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Shirley & Sons Construction Co, Inc.

Attn: Ron Shirley

P.O. Box 429

Cleveland, TX 77328

Project: Rheudasil, Wilkerson, & Cortadera Park Pond Improvements

CHANGE ORDER NO. 3 and FINAL

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Item No.	Description	Unit	Add/ Deduct	Quan	Unit Price	Extended Amount
6A	PROJECT SIGN	EA	Deduct	2.00	\$700.00	(\$1,400.00)
Subtotal						(\$1,400.00)

Contract Price after Change Order No. 1

\$ 2,483,962.94

Change Order No. 2

\$ (58,429.98)

Change Order No. 3

\$ (1,400.00)

Revised Contract Price

\$ 2,424,132.96

JUSTIFICATION

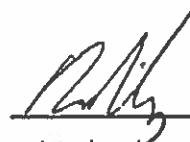
Allows for bid item 6A to be reconciled based on actual quantities.

Recommended Clay Riggs, P.E., CFM 3-29-2018

for Approval

Clay Riggs, P.E.
Senior Project Engineer

Date



3-2-18

Date

Shirley & Sons Construction
Contractor

Approved

Date

Mayor

Project: Rheudasil, Wilkerson, Cortadera Park Pond Dredging Estimate No.: 7, CO3 & Final

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
	PROJECT B - CORTADERA PARK POND											
1.B	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	0.00	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	100.00%
2.B	SITE PREPARATION	LS	1	\$ 10,000.00	\$ 10,000.00	1.00	0.00	1.00	\$ 10,000.00	\$ -	\$ 10,000.00	100.00%
3.B	SITE RESTORATION	LS	1	\$ 8,000.00	\$ 8,000.00	1.00	0.00	1.00	\$ 8,000.00	\$ -	\$ 8,000.00	100.00%
4.B CO1	MECHANICAL DREDGING	CY	1,138.00	\$ 70.40	\$ 80,115.20	1138.00	0.00	1138.00	\$ 80,115.20	\$ -	\$ 80,115.20	100.00%
5.B	2 INCH WATER SERVICE WITH DRY BORE	EA	1	\$ 5,500.00	\$ 5,500.00	1.00	0.00	1.00	\$ 5,500.00	\$ -	\$ 5,500.00	100.00%
6.B	SEDIMENTATION AND EROSION CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	1.00	0.00	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	100.00%
7.B	PROJECT SIGN	EA	1	\$ 700.00	\$ 700.00	1.00	0.00	1.00	\$ 700.00	\$ -	\$ 700.00	100.00%
8.B CO1	FOUNTAIN INSTALLATION	LS	1.25	\$ 6,000.00	\$ 7,500.00	1.25	0.00	1.25	\$ 7,500.00	\$ -	\$ 7,500.00	100.00%
	PROJECT A - RHEUDASIL AND WILKERSON PARK POND											
1.A	MOBILIZATION	LS	1	\$ 67,000.00	\$ 67,000.00	1.00	0.00	1.00	\$ 67,000.00	\$ -	\$ 67,000.00	100.00%
2.A	SITE PREPARATION	LS	1	\$ 88,000.00	\$ 88,000.00	1.00	0.00	1.00	\$ 88,000.00	\$ -	\$ 88,000.00	100.00%
3.A	SITE RESTORATION	LS	1	\$ 20,000.00	\$ 20,000.00	0.90	0.10	1.00	\$ 18,000.00	\$ 2,000.00	\$ 20,000.00	100.00%
4.A CO1 CO2	MECHANICAL DREDGING	CY	20,039.00	\$ 70.40	\$ 1,410,745.60	20039.00	0.00	20039.00	\$ 1,410,745.60	\$ -	\$ 1,410,745.60	100.00%
5.A	SEDIMENTATION AND EROSION CONTROL	LS	1	\$ 7,000.00	\$ 7,000.00	1.00	0.00	1.00	\$ 7,000.00	\$ -	\$ 7,000.00	100.00%
6.A CO3	PROJECT SIGN	EA	1.00	\$ 700.00	\$ 700.00	1.00	0.00	1.00	\$ 700.00	\$ -	\$ 700.00	100.00%
7.A	TRAFFIC CONTROL	LS	1	\$ 17,000.00	\$ 17,000.00	1.00	0.00	1.00	\$ 17,000.00	\$ -	\$ 17,000.00	100.00%
8.A	FISH AND WILDLIFE PRESERVATION	LS	1	\$ 31,000.00	\$ 31,000.00	0.80	0.20	1.00	\$ 24,800.00	\$ 6,200.00	\$ 31,000.00	100.00%
9.A CO2	GRAVITY BLOCK RETAINING WALL	SF	3,217.00	\$ 101.36	\$ 326,075.12	3217.00	0.00	3217.00	\$ 326,075.12	\$ -	\$ 326,075.12	100.00%
10.A CO2	METAL HAND RAIL	LF	637.00	\$ 65.00	\$ 41,405.00	637.00	0.00	637.00	\$ 41,405.00	\$ -	\$ 41,405.00	100.00%
11.A CO2	CONCRETE PAINT FINISH	SF	5,501.00	\$ 6.00	\$ 33,006.00	5501.00	0.00	5501.00	\$ 33,006.00	\$ -	\$ 33,006.00	100.00%
12.A CO2	ANTI-GRAFFITI COATING (PERM-TY III)	SF	5,501.00	\$ 6.00	\$ 33,006.00	5501.00	0.00	5501.00	\$ 33,006.00	\$ -	\$ 33,006.00	100.00%
13.A CO2	UNCLASSIFIED EXCAVATION AND HAUL	CY	2,088.00	\$ 23.20	\$ 48,441.60	2088.00	0.00	2088.00	\$ 48,441.60	\$ -	\$ 48,441.60	100.00%
14.A CO2	SOD	SY	11,477.00	\$ 3.50	\$ 40,169.50	11477.00	0.00	11477.00	\$ 40,169.50	\$ -	\$ 40,169.50	100.00%
15.A CO2	6 INCH TOPSOIL	SY	4,496.00	\$ 7.20	\$ 32,371.20	4496.00	0.00	4496.00	\$ 32,371.20	\$ -	\$ 32,371.20	100.00%
16.A CO1	REVETMAX SYSTEM	SY	0.00	\$ 132.67	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
17.A	TRENCH SAFETY	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	0.00	1.00	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%
18.A	FOUNTAIN REMOVAL AND REPLACEMENT	LS	1.00	\$ 1,500.00	\$ 1,500.00	0.50	0.50	1.00	\$ 750.00	\$ 750.00	\$ 1,500.00	100.00%
CO1-A CO2	REVETMENT	SY	5,800.00	\$ 9.80	\$ 56,840.00	5800.00	0.00	5800.00	\$ 56,840.00	\$ -	\$ 56,840.00	100.00%
CO1-B	RETAINING WALL FOUNDATION	LS	1.00	\$ 17,370.24	\$ 17,370.24	1.00	0.00	1.00	\$ 17,370.24	\$ -	\$ 17,370.24	100.00%
CO1-C	ADDITIONAL HANDRAIL ANCHORING	LS	1.00	\$ 16,500.00	\$ 16,500.00	1.00	0.00	1.00	\$ 16,500.00	\$ -	\$ 16,500.00	100.00%
CO1-D	STREET SWEEPING	LS	1.00	\$ (312.50)	\$ (312.50)	1.00	0.00	1.00	\$ (312.50)	\$ -	\$ (312.50)	100.00%
CO2-A	SIDEWALK REPLACEMENT	LS	1.00	\$ 3,500.00	\$ 3,500.00	1.00	0.00	1.00	\$ 3,500.00	\$ -	\$ 3,500.00	100.00%
TOTAL					2,424,132.96				2,415,182.96	8,950.00	2,424,132.96	100.00%

BOND NO. 61BCSCM3700

**CONSENT OF SURETY
TO FINAL PAYMENT**Conforms with the American Institute of
Architects, AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER: Town of Flower Mound
(Name and address) 2121 Cross Timbers Road
Flower Mound, Texas 75028Apri

ARCHITECT'S PROJECT NO.:
Bid #2017-81

CONTRACT FOR:
\$2,606,566.00 (Original CP)
\$2,425,532.96 (Final CP)

PROJECT: Rheudasil, Wilkerson & Cortadera Park
(Name and address) Pond Improvements

CONTRACT DATED:
July 17, 2017

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Hartford Fire Insurance Company
690 Asylum Avenue, Hartford Plaza
Hartford, Connecticut 06115

, SURETY,

on bond of
(Insert name and address of Contractor)

Shirley & Sons Construction Company, Inc.
15705 FM 787 West
Cleveland, Texas 77327

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any
of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 5, 2018
(Insert in writing the month followed by the numeric date and year.)

Attest:

Hartford Fire Insurance Company
(Surety)

Steven W Berry, Attorney-In-Fact
(Printed name and title)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 61-614081

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Steven W. Berry, Nancy T. Berry, Richard D. Bright, Marla B. Gentry,
Kimberly J. Smith of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 5, 2018.
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

Affidavit of Bills Paid

The State of Texas
 County of Liberty

Ronald R Shirley personally appeared before the undersigned authority on this day, and having been duly sworn, states under oath that he/she is a duly authorized representative of the Contractor, Shirley & Sons Construction Co, Inc. and that the Contract for the **City of Flower Mound Rheudasil, Wilkerson, and Cortadera Park Pond Improvements** through pay estimate 6 has been fully completed and that all bills of the subcontractors for labor, materials and equipment, and supplies furnished in connection through this pay estimate 6 have been fully paid.

[Signature]

Signature

Ronald R Shirley

Typed Name

President

Title

Sworn to and subscribed before me this 1 day of May, 2018

[Signature]

Notary Signature

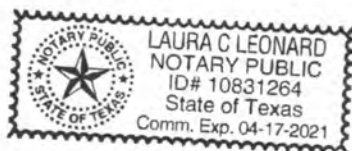
Laura C. Leonard

Printed name

In and for the State of Texas

4-17-2021

Commission Expires



Town Council Future Agenda Items



SCHEDULED	5/15/2018	Presentation	Check Presentation from the Rawson Family in honor of their son Andrew for lighting improvements at the Hound Mound.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 7, 2018.
		Regular	Consider approval of an ordinance canvassing and declaring the results of a general election held May 5, 2018, for the purpose of electing the offices of Mayor, Town Council Place 2, and Town Council Place 4; establishing procedures for those elections; and providing an effective date (subject to change depending on any outstanding ballots & EVBB)
	5/21/2018	Presentation	National Public Works Week Proclamation
		Presentation	Presentation and introduction from Denton County Friends of the Family
		Presentation	Proclamation for Children's Mental Health Awareness Day
		Consent	Consider approval of Change Order No. 2 and Final Acceptance of the Shady Point Acres Water Line Replacement project, amending the contract with Wildstone Construction LLC, for a decrease to the contract in the amount of \$82,987.50, and authorization of final payment to Wildstone Construction LLC, in the amount of \$59,264.34; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an ordinance amending Chapters 2, 14 and 58 of the Code of Ordinances of the Town of Flower Mound relating to Americans with Disability Act (ADA) language in the respective chapters in accordance with the recommendations of the Town's ADA Transition Plan.
		Consent	Consider approval of the Wastewater Treatment Plant Auxiliary Power final acceptance, and authorize the final payment of \$504,654.09, to CoServ Electric.
		Consent	Consider approval of an agreement with Public Safety Priority Dispatch System for an emergency medical and police incident call response system, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an agreement renewal with All City Management Services, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Crossfire 12-Inch Water Line Development Agreement.

SCHEDULED	5/21/2018	Consent	Consider approval of the minutes from a special meeting of the Town Council held on May 15, 2018.
	Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA17-0015 – Magnolia Court) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density to High Density Single Family Detached, and to consider adopting an ordinance providing for said amendment. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. (The Planning and Zoning Commission recommended approval by a vote of 4 to 2 at its April 23, 2018, meeting)	
	Regular	Public Hearing to consider an application for a tree removal permit for three (3) specimen trees on property proposed for development as Lakeside Crossing. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Environmental Conservation Commission recommended approval for Tree #83 by a vote of 6-0-0 at its April 3, 2018, meeting and recommended approval for Tree #'s 4804 and 4805 by a vote of 6-0-0 at its May 1, 2018, meeting).	
	Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA18-0002 – Morriss Road Thoroughfare Plan Amendment) to amend Section 7.0, Thoroughfare Plan, by changing the designation of Morriss Road from a Major Arterial to a specified Urban Minor Arterial between Justin Road (FM 407) and Flower Mound Road (FM 3040) and by amending text related to Morriss Road being six lanes, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 23, 2018, meeting.)	
	Regular	Consider a request for a Site Plan (SP18-0004 - Service First) to develop an auto repair garage, and a waiver to certain Architectural Standards in the Town's Urban Design Plan. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway. (Planning and Zoning Commission recommended by a vote of to at its May 14, 2018, meeting.)	
	Regular	Morriss Road Improvements Plan Option.	
	Regular	Consider a request for a Development Plan (DP18-0002 - Pepper Creek Ranch) to develop a residential subdivision. The property is generally located north of Cross Timbers Road and west of Montalcino Boulevard. (Planning and Zoning Commission recommended by a vote of to at its May 14, 2018, meeting.)	
	Regular	Public Hearing to consider an application for a tree removal permit for six (6) specimen trees on property proposed for development as Flower Mound Church of Christ. The property is generally located south of Karnes Road and east of Old Settlers Road. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its March 6, 2018, meeting).	

SCHEDULED	5/21/2018	Regular	Public Hearing to consider a request for rezoning (ZPD18-0002 –Pepper Creek Ranch) from Agricultural District (A) to Planned Development District No. 162 (PD-162) for a cluster development with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and west of Montalcino Boulevard. (Planning & Zoning Commission recommended by a vote of to at its May 14, 2018, meeting.)
		Regular	Public Hearing to consider a request for a Site Plan (SP17-0022 – Flower Mound Church of Christ) to develop a church building, with exceptions to Section 90-423,"Underground utilities," and Section 82-242, "Street buffer landscaping," of the Code of Ordinances. The property is generally located south of Karnes Road and east of Old Settlers Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 23, 2018, meeting.
		Regular	Public Hearing to consider a request for rezoning (ZPD17-0020 – Magnolia Court) from Agricultural District (A) to Planned Development District No. 161 (PD-161) with Single-Family District-5 (SF-5) uses, with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. (Planning and Zoning Commission recommended approval by a vote of 4 to 2 at its April 23, 2018, meeting.)
6/4/2018	Presentation	Proclamation honoring Women Veterans	
	Presentation	Christian Community Action (CCA) & Recycle 2 Support Textiles Recycling Program for Flower Mound	
	Consent	Heritage Park Phase III Change Order No.1 and Final Acceptance.	
	Consent	Town Lake Flower Mound Road Development Agreement	
	Consent	Old Gerault Road Improvement Development Agreement.	
	Consent	Northwood (Old Long Prairie Rd) Reconstruction DA	
	Consent	Consider approval of an Interlocal Cooperative Agreement with Denton County for the construction of Denton Creek Boulevard Bridge; and authorization for the Mayor to execute same on behalf of the Town.	
6/18/2018	Consent	Pink Evening Primrose Trail - Segment 1 Construction Award.	
	Consent	Firewheel Drive Construction Award.	
	Consent	Heritage Park of Flower Mound Phase IV Change Order #1	
	Consent	2017-18 CIP Amendment 4	

SCHEDULED	6/18/2018	Consent	Library Expansion Construction Manager at Risk.
		Consent	FM2499 at Gerault Corp Permit PSA
	7/16/2018	Consent	Lakeside Lift Station and Force Main Change Order No. 4 and Final Acceptance.
		Consent	Churchill Drive & Yucca Drive Reconstruction Construction Award.
		Consent	Firewheel Drive Testing Award.
	8/6/2018	Consent	Flower Mound Storage Warehouse - Construction Award
	10/1/2018	Consent	Fire Station #7 Construction Award