

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

6/4/2018

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. **PRESENTATIONS**

1. Proclamation honoring Women Veterans
2. Christian Community Action (CCA) & Recycle 2 Support Textiles Recycling Program for Flower Mound
3. Presentation and introduction from Denton County Friends of the Family

E. **PUBLIC PARTICIPATION**

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

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

F. **ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

G. **TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. School Crossing Guards

H. **FUTURE AGENDA ITEMS**

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

Town Council Meeting Agenda

June 4, 2018

Page 2

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, June 18.

J. CONSENT AGENDA - Consent Items

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

1. **Minutes 5/21-** Consider approval of the minutes from a regular meeting of the Town Council held on May 21, 2018.
2. **DENCO nomination-** Consider approval of a nomination of a candidate for appointment to the Denco Area 9-1-1 District Board of Managers.
3. **Town Hall Network Switches-** Consider approval to fund 19 network switches for the new Town Hall through our Dell DIR Contract in the amount of \$58,723.84.
4. **Grounds Maintenance-** Consider approval of the award of Best Value Bid No. 2018-56-A Municipal Grounds Maintenance to American Landscape Systems, Inc., at the unit prices bid and to establish an annual bid price contract for routine Municipal Grounds Maintenance at specified facilities throughout the Town in an annual estimated amount of \$175,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.
5. **FY17-18 Second Budget Amendment-** Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017, and ending on September 30, 2018, as adopted by Ordinance No. 33-17 and amended by Ordinance No. 46-17 for adjustments to the General Fund, Parks and Recreation Special Activities Fund, Hotel Occupancy Tax Fund, Vehicle and Equipment Replacement Fund, and Technology Replacement Fund.
6. **Audit Engagement Letter-** Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2018; and authorization for the Mayor to execute same on behalf of the Town.
7. **Argyle Sewer Agreement-** Consider approval of an Interlocal Agreement with the Town of Argyle, for Argyle to utilize a Flower Mound sanitary sewer main, for the transportation of sewage produced from, plus or minus 92 residential lots, located in the Canyon Falls subdivision, in either Argyle or the extraterritorial jurisdiction of Argyle to the Trinity River Authority (TRA) Meter Station 3.0GG.
8. **Heritage Park-** Consider approval of change order number one for an increase of \$51,789.00, and final acceptance of the Heritage Park of Flower Mound Phase III project, with Northstar Construction LLC, authorization for final payment in the amount of \$166,274.51; and authorization for the Mayor to execute same on behalf of the Town.
9. **Town Hall AV System-** Request Approval for Change Order No. 1, for the New Town Hall Audio-Visual system, with Intent Digital for \$51,300.00.
10. **Town Hall Moving Services-** Consider approval to award the Town Hall move to Daryl Flood Relocation & Logistics, in the amount of \$76,724.00

Town Council Meeting Agenda

June 4, 2018

Page 3

K. REGULAR ITEMS

11. **Certificates of Obligations 2018A-** Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2018A, in the principal amount not to exceed \$10,900,000.

L. 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**.

M. CLOSED MEETING

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

- a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: **Board of Adjustment/Oil & Gas Board of Appeals**, Community Development Corporation, and Planning and Zoning Commission.
- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, 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. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Presiding and Alternate Municipal Court Judge.
- e. Consultation with Attorney as follows:
 1. The Point Development Agreement

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.

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: June 1, 2018, at 3:20 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: June 4, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on May 21, 2018.

BACKGROUND INFORMATION: The Town Council held a regular meeting on May 21, 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 May 21, 2018.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2018**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 21ST DAY OF MAY 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 (left at 7:48 p.m.)
Jason Webb	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Sandeep Sharma	Councilmember Place 2
Kevin Bryant	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Engineering Manager
Andy Kancel	Police Chief
Wendell Mitchell	Assistant Police Chief
Matt Hotelling	Traffic Engineer
Chuck Russell	Planning Manager
James Hoefert	Environmental Review Analyst
Shane Jennings	Police Captain

A. CALL REGULAR MEETING TO ORDER

Mayor Pro Tem Webb called the regular meeting to order at 6:00 p.m.

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

Chaplain Russ McNamer gave the invocation and Mayor Pro Tem Webb led the pledges.

D. PRESENTATIONS

1. National Public Works Week Proclamation

Mayor Pro Tem Webb recited the National Public Works Week Proclamation and presented it to Tiffany Bruce, Engineering Manager.

2. Presentation and introduction from Denton County Friends of the Family

This presentation rescheduled for June 4th.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2018**PAGE 2**

3. Proclamation for Children's Mental Health Awareness Day

Mayor Pro Tem Webb recited the Proclamation for Children's Mental Health Awareness Day and presented it to Whitney McGee, PSY.D, Co-Chair for the Education Work Group for the Wellness Alliance for Total Children's Health (WATCH) of Denton County.

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.	Paul Stone, 4100 Broadway	Congratulations
2.	Rich Rosenkranz, 2921 Raven Circle	School Safety
3.	Steve Dixon, 4604 Wisdom Ct	Congratulations
4.	Mark Allison, 415 S Garden Ridge, Lewisville	DCTA
5.	Nancy Sansom, 415 S Garden Ridge, Lewisville	DCTA transportation from Lewisville to Flower Mound medical facilities
6.	Dick Roland, 415 S Garden Ridge, Lewisville*	DCTA

**unavailable when called*

Mayor Hayden provided a statement of fact noting that the school district holds the decision making responsibility as it relates to school safety, such as implementation of metal detectors. He pointed out that the Town provides school resource officers at various schools.

Mayor Hayden provided a statement of fact noting that the Town doesn't have a funding mechanism to join DCTA; however, we have an agreement with SPAN.

F. ANNOUNCEMENTS

Councilmember Bryant announced various upcoming veteran related events.

Councilmember Forest announced that there are flags lining the sidewalk next to The Mound with markers that tell a story about some of our veterans.

G. TOWN MANAGER'S REPORT

Ms. Wallace provided a report and update on the following CIP or Economic Development projects:

1. Capital improvement projects
 - Eastbound turn lane at FM 1171 and 2499 opening soon
 - Yucca and Churchill road improvements going out for bid in June
2. Economic Development projects
 - New office building at 4961 Long Prairie opened and at 100% occupancy
 - Shape Fit Fitness soon to open

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2018

PAGE 3

3. Other

She announced that the Cultural Arts Master Plan survey is underway.

and she or Ms. Bruce responded to the following questions from Council:

1. Given the traffic signal lights are up at College and Long Prairie, when are they expected to be activated?

H. FUTURE AGENDA ITEMS

1. There were no items requested for a future agenda.

I. COORDINATION OF CALENDARS

1. The next Town Council regular meeting is scheduled for Monday, June 4, 2018.

Mayor Hayden announced that the next regularly scheduled meeting will be June 4, 2018.

J. CONSENT ITEMS

Mayor Hayden announced that for item # 3 the word "cleaning" will replace "concrete" on the contract (attachment 1).

1. Consider approval of the minutes from a regular meeting of the Town Council held on May 15, 2018.

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council held on May 15, 2018.

2. Consider approval of the First Amendment to the Services Agreement with SPAN, Inc., providing Demand Response Transit Service for Town citizens who are age sixty-five (65) or older and/or Town citizens with verifiable disabilities that prevent them from driving, for the addition of a new trip purpose and to increase the maximum one-way rides per month; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve the First Amendment to the Services Agreement with SPAN, Inc., providing Demand Response Transit Service for Town citizens who are age sixty-five (65) or older and/or Town citizens with verifiable disabilities that prevent them from driving, for the addition of a new trip purpose and to increase the maximum one-way rides per month; and authorization for the Mayor to execute same on behalf of the Town.

3. Consider approval of a Contract for Services Agreement with Festac Building Construction, Inc. to provide housekeeping services for Twin Coves Park, at the unit prices bid and to establish an annual bid price contract for routine housekeeping services to clean the rented cabins in an annual estimated amount of \$35,000.00; and authorization for the Mayor to execute same on behalf of the Town. This is the award of Bid No 2018-75-A and the contract is for one-year with four one-year renewal options.

DRAFT MOTION: Move to approve a Contract for Services Agreement with Festac Building Construction, Inc. to provide housekeeping services for Twin Coves Park, at the unit prices bid and to establish an annual bid price contract for routine housekeeping services to clean the rented cabins in an annual estimated amount of \$35,000.00; and authorization for the Mayor to execute same on behalf of the Town. This is the award of Bid No 2018-75-A and the contract is for one-year with four one-year renewal options.

Items 4 and 5 were removed from Consent to Regular items.

6. 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.

DRAFT MOTION: Move to approve 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.

ORDINANCE NO. 17-18

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING DIVISION I, "GENERALLY" OF ARTICLE III, "BOARDS, COMMITTEES, COMMISSIONS, OF CHAPTER 2, "ADMINISTRATION" OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS BY ADDING SECTION 2-91 "REASONABLE ACCOMMODATIONS" REQUIRING THE TOWN TO PROVIDE CERTAIN REASONABLE ACCOMMODATIONS; AMENDING SECTION 2-604 "DISCRIMINATION PROHIBITED" OF CHAPTER 2, "ADMINISTRATION," ARTICLE X, "FAIR HOUSING," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS TO REQUIRE MULTI-FAMILY PROJECTS BE CONSTRUCTED IN ACCORDANCE WITH FAIR HOUSING GUIDELINES; AMENDING SUBSECTION (MMM) OF SECTION 14-32 "LOCAL AMENDMENTS TO INTERNATIONAL CODE," OF ARTICLE II "BUILDING CODE" OF CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS TO AMEND A LOCAL EXCEPTION ALLOWING FOR ACCESSIBLE DESIGN; AMENDING SECTION 58-33 "PERMIT REQUIRED FOR CERTAIN ALTERATIONS; CONSTRUCTION SPECIFICATIONS" OF ARTICLE II, "SIDEWALKS" OF CHAPTER 58, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS TO REQUIRE THAT SIDEWALK MODIFICATIONS ARE CONSTRUCTED IN COMPLIANCE WITH ACCESSIBILITY STANDARDS; AMENDING SECTION 58-34 "RESPONSIBILITY FOR CONSTRUCTION AND REPAIR; REPAIR PROGRAM OF DEFECTIVE SIDEWALKS" OF ARTICLE II, "SIDEWALKS" OF CHAPTER 58, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS TO PROVIDE STANDARDS FOR

SIDEWALK CONSTRUCTION AND ALTERNATIVE ROUTES DURING CONSTRUCTION; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

7. Consider approval of the Wastewater Treatment Plant Auxiliary Power final acceptance, and authorize the final payment of \$504,654.09, to CoServ Electric.

DRAFT MOTION: Move to approve the Wastewater Treatment Plant Auxiliary Power final acceptance, and authorize the final payment of \$504,654.09, to CoServ Electric.

8. 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.

DRAFT MOTION: Move to approve 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.

9. Consider approval of a Development Agreement with CDAR Holdings, LLC for the construction of Town infrastructure associated with the Southgate, Phase 1 non-residential development; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve a Development Agreement with CDAR Holdings, LLC for the construction of Town infrastructure associated with the Southgate, Phase 1 non-residential development; and authorization for the Mayor to execute same on behalf of the Town.

10. Consider approval to fund the data and TV cabling project for the new Town Hall, through a Texas Department of Information Resources (DIR) Contract, with BlackBox Services, in the amount of \$119,999.00.

DRAFT MOTION: Move to approve the data and TV cabling project for the new Town Hall, through a Texas Department of Information Resources (DIR) Contract, with BlackBox Services, in the amount of \$119,999.00.

Mayor Pro Tem Webb moved to approve by consent Items 1 – 3; 6-10. Deputy Mayor Pro Tem Forest 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:

AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA

NAYS: NONE

Motion passed

K. REGULAR ITEMS

4. Consider approval of an agreement renewal with All City Management Services, and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Captain Jennings gave a presentation identifying or noting:

- This year's successes
 - o Crosswalks fully staffed at school start
 - o Successfully transitioned existing guards
 - o Less than 4 hours of police officer coverage
 - o \$0 officer overtime
 - o Zero hours of volunteer coverage
 - o No reported injuries
- Purpose for maintaining ACMS
 - o Years of successful local and national experience in crosswalk safety and crossing guard management
 - o Keeps officers available to respond to calls for services
 - o Reduce the Town's overall liability associated with staffing the crosswalks
 - o Available resources to maintain crossing guard staffing levels to insure crosswalks are adequately staffed
 - o Remain competitive with pay for trained and returning crossing guards
- Proposed continuation of ACMS
 - o Maintain staffing of 51 guards for 76 crosswalks next school year, for nearly 27,000 hours of crosswalk coverage
 - o Maintained budget control by staying within contracted amount, with the 4% increase in personnel and associated cost
 - 3% wage increase for returning crossing guards
 - 1% overhead increase for taxes, workers comp, and payroll processing fees, etc.
 - o Continued successful and safe administration of the Town crossing guard program

Chief Kancel commented about the positive aspects of the agreement with ACMS.

Captain Jennings or Chief Kancel responded to questions regarding:

- How is turnover going with supervisors, as there were concerns in that area during the transition last year
- How many of the crossing guards are Flower Mound residents
- What is the ball park savings gained for not having to pay out overtime
- For the performance matrix next year, interest in knowing how many crossing guards leave after this year, along with an explanation as to why

Deputy Mayor Pro Tem Forest moved to approve an agreement renewal with All City Management Services, and authorization for the Mayor to execute same on behalf of the Town. Councilmember Bryant seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST

NAYS: NONE

5. Consider approval of an agreement with Public Safety Priority Dispatch System for an

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2018**PAGE 7**

emergency medical and police incident call response system, and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Assistant Chief Mitchell or Chief Kancel responded to questions from Council regarding:

- A request for an update in the area of dispatch personnel

Councilmember Bryant moved to approve 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. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: FOREST, ENGLE, BRYANT, WEBB, SHARMA****NAYS: NONE**

Mayor Hayden opened items 11 and 12 at the same time.

11. 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.)

Staff Presentation

Mr. Hotelling and Ms. Bruce gave a presentation for items 11 and 12 identifying or noting:

- Thoroughfare designations
- Major arterials
- Urban minor arterials
- Base project
- Project options
- 12-foot lanes (and with bike lane), including estimated cost and other factors for consideration
- Fuqua and FMS right turn lane, including estimated cost and other factors for consideration
- FM 3040 intersection improvements
- Crosswalk striping options, in-pavement flashing lights
- Garden intersection
- Cost of flashers
- Warning signs
- Dynamic speed limit signs
- Westbound exclusive right turn lane at Forest Vista
- No truck signs on Morriss

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2018

PAGE 8

- Kirkpatrick crosswalk
- Eason crosswalk
- Valley Ridge intersection improvements

and he or Ms. Bruce responded to the following questions from Council, some of which were as a result of the public hearing:

- For 3040 improvements, would Regional Toll Funds (RTF) be utilized
- Clarification regarding the panel replacement locations
- General funding sources that would be utilized, and concerns that there wouldn't be enough funds to cover all of the panels that need to be replaced
- What is the time line for the project duration
- Does the cost provided include consultants
- What is the process on future councils should they desire to make changes
- Clarification regarding the specific area for the designation change

Mayor Pro Tem Webb opened the Public Hearing for item 11 at 7:49 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
Cathy Strathmann, 2612 Belmont Ct	None	None
Mary Strickland, 3204 Springwood Rd		
Adam Schiestel, 2205 Waterford Dr		
Kim Berg, 2012 Barton Creek Ln		
Paul Stone, 4100 Broadway		
Steve Dixon, 4604 Wisdom Creek Ct		
Julian Jazques, 2109 Welch Ct*		
Sandy Fambrough, 4105 Spring Meadow Ln*		
John Fambrough, 4105 Spring Meadow Ln*		
Lawrence E. Ford II, 1921 Shenandoah Ln*		
Tim Whisenant, PO Box 271484*		

**Submitted a card; however, indicated do not wish to speak*

Mayor Pro Tem Webb closed the Public Hearing for item 11 at 8:02 p.m.

Council Discussion

There was Council discussion regarding:

- How the MPA can be changed by a future Town Council, and the action today is the best situation for now
- Whether changing the Morriss Road classification is really needed
- How the change will increase the level of difficulty to change it back in the future
- How the change allows for predictability to the point the residents have peace of mind and they know what to expect

Councilmember Bryant moved to approve a request for a Master Plan Amendment (MPA18-

0002 – Morriss Road) 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 adopt an ordinance providing for said amendment. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO. 18-18

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, TO AMEND SECTION 7.0, THOROUGHFARE PLAN, BY CHANGING THE DESIGNATION OF MORRISS ROAD TO AN URBAN MINOR ARTERIAL ON THE THOROUGHFARE PLAN MAP; AND AMENDING TEXT IN SECTION 7.0, THOROUGHFARE PLAN, RELATED TO THE CLASSIFICATION OF MORRISS ROAD, REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA

NAYS: NONE

12. Consider Improvement Plan Options to be included in the Morriss Road Improvements Project.

Council Discussion

There was Council discussion regarding:

- Pros and cons on the various plan options presented

Councilmember Bryant moved to approve that the following items: G, M, N, P, and S as presented in the Morris Road Improvements plan options presentation (and indicated below). Councilmember Forest seconded the motion.

<u>G</u>	<u>FM 3040 Intersection Improvements</u>
<u>M</u>	<u>Garden Intersection</u>
<u>N</u>	<u>Garden @ Firewheel - 3-Way Stop</u>
<u>P</u>	<u>Extend SB Left Turn Lane at Forest Vista</u>
<u>S</u>	<u>Warning Signs at Curves</u>

Motion passed

VOTE ON MOTION:

AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA

NAYS: NONE

Ms. Wallace pointed out there will be a future CIP amendment coming forward in June.

Mayor Pro Tem Webb opened items 13 and 14 at the same time.

13. 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

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2018**PAGE 10**

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).

Staff Presentation

Mr. Russell gave a presentation for items 13 and 14 identifying or noting:

- General and detailed location
- Land use and zoning
- Photos of the subject property
- Site plan
- Specimen trees
- Exceptions
- Elevations

and he responded to the following questions from Council:

- Are there any staff issues with respect to the fire lane
- Has CoServ stopped providing cost estimates regarding burying the underground lines

Mayor Pro Tem Webb opened the Public Hearing for items 13 and 14 at 8:55 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
Byron McCollum (project architect), 217 N Wood St, McKinney	None	None

Mayor Pro Tem Webb closed the Public Hearing for items 13 and 14 at 8:56 p.m.

Councilmember Sharma moved to approve the requested permit for the removal of 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. Councilmember Bryant seconded the motion.

VOTE ON MOTION:*Motion passed.***AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST****NAYS: NONE**

14. 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).

Councilmember Engel moved to approve 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

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2018**PAGE 11**

Ordinances. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:*Motion passed.***AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA****NAYS: NONE**

15. 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).

Staff Presentation

Mr. Hoefert gave a presentation identifying or noting:

- Project information
- Map of 27 specimen trees that are to remain on the property
- Upland habitat area
- Picture of the 3 trees requested to be removed

and he responded to the following questions from Council:

- How were the 3 trees missed initially

Mayor Pro Tem Webb opened the Public Hearing at 9:06 p.m. No one spoke in support or opposition. Mayor Pro Tem Webb closed the public hearing at 9:06 p.m.

Council Discussion

There was Council discussion regarding:

- How the applicant is going above and beyond the landscape requirements
- How the line was drawn before knowing the trees were there

Deputy Mayor Pro Tem Forest moved to approve the requested permit for the removal of 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. Councilmember Engel seconded the motion.

VOTE ON MOTION:*Motion passed.***AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST****NAYS: NONE**

16. 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. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 14, 2018, meeting.)

Staff Presentation

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2018**PAGE 12**

Mr. Russell gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Subject property photos
- Site plan
- Elevations
- Waiver request

and he or Mr. Dalton responded to questions from Council as follows:

- A request for the picture shown at the P & Z meeting that demonstrated what the pitch would look like
- What is the actual reason for the exception request
- Is residential near the property
- How would the roof compare to the car dealer

Councilmember Bryant moved to approve 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. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:**AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA****NAYS: NONE***Motion passed.*

17. Consider a request for a Site Plan (SP18-0003 - Lake Forest Plaza, Lot 10) to develop an office/retail building, with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located north of Flower Mound Road and west of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 14, 2018, meeting.)

Staff Presentation

Mr. Russell gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Photos of the site
- Landscape plan
- Reason for the exception

and he or Mr. Dalton responded to the following questions from Council:

- Clarification regarding the flow of east bound traffic to the drive thru and building circulation in general
- Clarification that the Town requires two entrances into the property
- Was Wells Fargo required to have two entrances

Councilmember Bryant moved to approve a request for a Site Plan (SP18-0003 – Lake Forest Plaza, Lot 10) to develop an office/retail building, with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2018**PAGE 13**

Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:*Motion passed.***AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST****NAYS: NONE**

Mayor Pro Tem Webb opened items 18 and 19 at the same time.

18. Public Hearing to consider a request for rezoning (ZPD18-0002 – Pepper Creek Ranch) from Agricultural District (A) and Interim Holding District (IH) 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, and acceptance of cash in lieu of land in the amount of \$55,020.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$69,400.00. The property is generally located north of Cross Timbers Road and west of Montalcino Boulevard. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 14, 2018, meeting.)

Staff Presentation

Mr. Russell gave a presentation for items 18 and 19 identifying or noting:

- General and detailed location (94.6 acres)
- Land use and zoning
- Subject property photos
- Development plan (50 residential lots)
- Landscape plan
- Tree survey
- Cross Timbers Conservation District (CTCD) requirements
- Open space plan
- Environmentally sensitive areas
- Topographic slopes
- Slope exception
- Cul-de-sac exception

and he or Mr. Dalton responded to the following questions from Council:

- The purpose of cluster development
- Clarification that they are meeting the CTCD requirements in their entirety

Applicant Presentation

Randi Rivera, Land Planner, G & A Consulting, 111 Hillside Dr, Lewisville, TX

Ms. Rivera gave a presentation identifying or noting:

- Background information about the client
- Land use and zoning
- Town trail map they are complying with, including equestrian trail
- Aerial of the site
- Existing conditions
- Existing view sheds
- Concept plan (47 acres of open space and $\frac{3}{4}$ to 1 acre lots, and 8,000 feet of

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2018

PAGE 14

- internal trails)
- Drainage
- Specimen tree survey
- Entry plan view
- Amenity lot plan view
- Representative amenities – barns
- Zoning concept plan/development plan
- Open space management plan
- Exceptions: cul-de-sac length
- Exceptions: slopes >12%

and she, or Mr. Dalton, responded to the following questions from Council, some of which were as a result of the public hearing:

- How many homes are impacted within the slope exception
- What is the percentage of open space
- What are the Town's regulations regarding drainage
- Does staff have any concerns regarding what is being proposed
- Whether or not the development meets the intent of a cluster development, and does it truly preserve open space
- Clarification on the calculation of cash in lieu of land
- Topographic slopes have the potential to offer open space instead of being developed

Mayor Pro Tem Webb opened the Public Hearing at 9:52 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
None	None	Don Hanvey, 8801 Cross Timbers Rd*

**speaker card not submitted*

Mayor Pro Tem Webb closed the Public Hearing at 9:53 p.m.

Councilmember Bryant moved to approve a request for rezoning (ZPD18-0002 –Pepper Creek Ranch) from Agricultural District (A) and Interim Holding District (IH) to Planned Development District No. 162 (PD-162) for a cluster development with certain modifications and exceptions to the Code of Ordinances, and adopt an ordinance providing for said amendment, and accept cash in lieu of land in the amount of \$55,020.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$69,400.00. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO. 19-18

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 94.61 ACRES OF LAND SITUATED IN THE J. C. MCGOWAN AND C. G. PITCOCK SURVEY, ABSTRACT NUMBER 959, FROM

AGRICULTURAL DISTRICT (A) AND INTERIM HOLDING DISTRICT (IH) TO PLANNED DEVELOPMENT DISTRICT NO. 162 (PD-162) FOR SINGLE FAMILY RESIDENTIAL USES WITH CLUSTER DEVELOPMENT STANDARDS 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 IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed.

AYES: FOREST, ENGEL, BRYANT, WEBB

NAYS: SHARMA

19. 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. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 14, 2018, meeting.)

Councilmember Bryant moved to approve to approve a request for a Development Plan (DP18-0002 – Pepper Creek Ranch) to develop a residential subdivision. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:

Motion passed.

AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST

NAYS: NONE

L. BOARDS/COMMISSIONS (Executive Conference Room)

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

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 10:20 p.m. on Monday, May 21, 2018, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, and reconvened into an open meeting at 10:46 p.m. on Monday, May 21, 2018, to take action on the items as follows:

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

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 21, 2018**PAGE 16**

Councilmember Bryant moved to appoint David Moraine to Place 5 of the Board of Adjustment/Oil and Gas Board of Appeals, with a term expiration date of September 30, 2019. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:*Motion passed.***AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA****NAYS: NONE**

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

No action taken.

- c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.

No action taken.

- d. Consultation with Attorney as follows:

- 1. Limited engagement of outside counsel to represent the Town's Gas Board of Appeals and Zoning Board of Adjustment

Deputy Mayor Pro Tem Forest moved to approve an engagement letter with outside counsel to represent the Board of Adjustment as discussed in executive session. Councilmember Engel seconded the motion.

VOTE ON MOTION:*Motion passed.***AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST****NAYS: NONE**

- 2. EagleRidge Operating application for variance, appeal of administrative interpretation of the gas well regulations and preemption determination appeal.

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Pro Tem Webb adjourned the meeting at 10:47 p.m. on Monday, May 21, 2018, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

JASON WEBB, MAYOR PRO TEM**ATTEST:**

THERESA SCOTT, TOWN SECRETARY

DRAFT



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: June 4, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a candidate nomination for appointment to the Denco Area 9-1-1 District Board of Managers.

BACKGROUND INFORMATION: [Denco Area 9-1-1](#) (District) serves as the coordinating agency for 9-1-1 emergency service throughout Denton County and the entire City of Carrollton. It is the organization which implemented and maintains the 9-1-1 system. The District is overseen by a locally elected or appointed six member Board of Managers.

The Texas Health and Safety Code provides for the District Board of Managers to have “two members appointed jointly by all the participating municipalities located in whole or part of the district”. Each year the term of one of the two members appointed by participating municipalities expires.

The purpose of this item is to present Council with the option of nominating a person to serve on the Denco Area 9-1-1 District Board. In June Denco staff will send the slate of nominees to each city/town with a request to vote for one of the nominees.

Mr. Barth was nominated in 2016 by the Town and has once again indicated he would be willing to serve in this role if selected.

ALTERNATIVES/OPTIONS:

If no action is taken in the way of submitting a nominee, Council will have the option to vote on the slate of nominees in June, as selected by the following municipal jurisdictions:

- | | | |
|-------------------------------|----------------|-------------------|
| •Argyle | •Aubrey | •Bartonville |
| •Carrollton | •Copper Canyon | •Corinth |
| •Corral City | •Cross Roads | •Denton |
| •Dish | •Double Oak | •Flower Mound |
| •Hackberry | •Hebron | •Hickory Creek |
| •Highland Village | •Justin | •Krugerville |
| •Krum | •Lake Dallas | •Lakewood Village |
| •Lewisville | •Little Elm | •Northlake |
| •Oak Point | •Pilot Point | •Ponder |
| •Providence Village | •Roanoke | •Sanger |
| •Shady Shores | •The Colony | •Trophy Club |
| •Unincorporated Denton County | | |

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Appointment letter
2. Brandon Barth's resume
3. Draft resolution

DRAFT MOTION: The Town of Flower Mound hereby nominates Brandon Barth, Emergency Management Officer, as a candidate for election to the Board of Managers of the Denco Area 9-1-1-District.



Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, TX 75067 • Mailing: PO BOX 293058 • Lewisville, TX 75029-3058

Phone: 972-221-0911 • Fax: 972-420-0709

Town of Flower Mound
Town Secretary's Office

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Mark Payne, Executive Director 

DATE: March 15, 2018

MAR 19 2018

RECEIVED

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district." The enclosed resolution, approved by the district's board of managers on March 10, 2016, describes the appointment process of a municipal representative to the Denco Board of Managers.

Each year on September 30th, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Jim Carter. Members are eligible for consecutive terms and Mr. Carter has expressed his desire to serve another term.

In order to coordinate the appointment among 33 participating municipalities, Denco requests the following actions by the governing bodies of each city/town:

1. **Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. June 15, 2018. No nominations shall be considered after that time.
2. **Future Action (Vote):** On June 16, 2018, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. Written notice of the council's selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on September 15, 2018. No votes will be accepted after that time.
3. **Process Closure (Results):** The Denco Board of Managers and all municipal jurisdictions will be informed of the votes from responding cities/towns. The candidate with the most votes will be the municipalities' representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2018.

Please send a copy of your council's official action and candidate résumé to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Andrea Zepeda at andrea.zepeda@denco.org. Denco staff will acknowledge receipt and sufficiency of the submitted documents. If that acknowledgement is not received within one (1) business day, or you have any other questions, please contact Ms. Zepeda at 972-221-0911. As a courtesy, Denco will provide notification of your council's action to the nominee.

A sample nomination resolution has been enclosed for your convenience. Thank you for your support of the Denco Area 9-1-1 District.

c: Denco Area 9-1-1 District Board of Managers

Enclosures

Brandon Barth

PROFILE SUMMARY

Results-oriented, dependable self-starter who is knowledgeable of and experienced in media relations, customer service, safety, and hazardous materials work in a fast-paced, high-stress environment. Exhibits superior communication and multi-tasking skills with an acute attention to detail.

EDUCATION

Bachelor of Business Administration, International Business

Georgia College & State University, Milledgeville, GA, May 2007

PROFESSIONAL EXPERIENCE

Flower Mound Fire Department, Town of Flower Mound, TX

March 2014-Present

Emergency Management Officer

- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Emergency Operations Plan. Plans the Town's response to disasters and ensures that all entities are able to respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC), if activated.
- Trains and coordinates activities in preparing for or responding to disaster situations with all Town departments, neighboring communities, schools, hospitals, and public and private agencies
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Responsible for ensuring operability of outdoor warning and other Town emergency communication systems.
- Serves as liaison with community, state and federal authorities concerned with disaster planning and response.
- Serves as one of the fire department's Fire Investigators
- Maintains certification as a State of Texas Firefighter and National Registry Emergency Medical Technician
- Coordinates the fire department's Citizen Fire Academy
- Serves as a Public Information Officer

Allied International Emergency, Fort Worth, TX

September 2013-March 2014

Operations Manager

- Managed the daily operations of the company's Fort Worth/Corporate branch.
- Oversaw multiple hazardous materials and environmental remediation projects daily (500+ annually) in a rapid paced environment with multiple deadlines.
- Prepared bids and proposals to current and future customers.
- Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
- Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
- Executed service agreements with new customers during an emergency response.

Brandon Barth

Allied International Emergency, Fort Worth, TX

May 2011-September 2013

Project Manager

- Managed personnel at various types of hazardous materials and environmental incidents ranging from tractor-trailer accidents to chemical plant fires per OSHA 1910.120 and requiring travel to various cities and states on a moment's notice.
- Supervised projects through the emergency response, mitigation, remediation, and closure phases.
- Oversaw the decontamination of Naturally Occurring Radioactive Materials (NORM) as a Radiation Safety Officer.
- Performed confined space entry and confined space rescue standby as outlined by OSHA 1910.146.
- Interacted with customers as well as state regulatory agencies such as the Texas Railroad Commission and the Texas Commission on Environmental Quality during hazardous materials incidents as well as environmental emergencies.
- Responsible for the profiling and disposal of hazardous, non-hazardous, and RCRA E&P exempt waste streams.
- Maintained an up-to-date survey that tracks employees' training, certifications, fit tests, and physical exams to ensure conformance with OSHA regulations.
- Conducted sampling of water, air, and soil to determine potential contamination.
- Conducted training classes for employees and customers on subjects such as hazardous materials, confined space entry, and fall protection.
- Wrote policies for new hires to the company.

Baldwin County Fire Rescue, Milledgeville, GA

January 2007-March 2011

Full-time Firefighter/Public Information Officer

As the department's Public Information Officer, responsibilities include:

- Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
- Conducted interviews with local media outlets: newspaper, radio, and TV.
- Wrote news releases and operated the department's social media site.
- Redesigned the department's report writing system and making a quick reference guide to assist those writing reports.
- Interacted with members of the community in both emergency and non-emergency settings; requiring a unique set of customer service skills.
- Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
- Assisted in the development of presentations to the County Commissioners as well as the County Manager on behalf of the Fire Chief.
- Provided public service announcements to the public through the use of various media platforms.
- Assisted with grant and compliance research on behalf of the executive staff.

Brandon Barth

As a Firefighter, responsibilities include:

- Worked 24 hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
- Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
- Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
- Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1
- Provided fire safety demonstrations and classes to children in the local school system.
- Wrote detailed incident reports based on the National Fire Incident Reporting System format.
- Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
- Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.

Recognition: Awarded Firefighter of the Year for 2008-2009.

Baldwin County Fire Rescue, Milledgeville, GA

January 2005-January 2007

Part-time/Volunteer Firefighter

While pursuing bachelor's degree, worked part-time covering shifts for full-time personnel who were on leave. Was entrusted to work alone at stations in rural parts of the county that only had one person on-duty during a shift. Maintained attendance in excess of 80% of emergency calls and training drills and responded to emergencies via notification by pager.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, NOMINATING ONE CANDIDATE TO A SLATE OF NOMINEES FOR THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District.

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

SECTION 1

The Town of Flower Mound hereby nominates Brandon Barth as a candidate for appointment to the Board of Managers of the Denco Area 9-1-1 Emergency Communication District.

SECTION 2

This Resolution shall become effective immediately upon its passage and approval.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____ ON THIS 4th DAY OF JUNE, 2018.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: June 4, 2018

FROM: Gary Bertagnolli, IT Director

ITEM: Consider approval to fund 19 network switches for the new Town Hall through our Dell DIR Contract, in the amount of \$58,723.84.

BACKGROUND INFORMATION: The Town network is controlled and managed through the main core network switch stack located at Town Hall. The new building requires 7 core switches and 12 data switches for office connections. Purchased through Dell by way of Buy Board contract number DIR-TSO-3763.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$58,723.84

Proposed Expenditure:	Account Number(s):
\$58,723.84	505-111-62017-6090

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

ATTACHMENTS:

1. Dell Switches Quote 1
2. Dell Switches Quote 2

DRAFT MOTION: Move to fund network switches for the new Town Hall through our Dell DIR Contract, in the amount of \$58,723.84.



A quote for your consideration!

Total: \$49,968.00

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000025221982.1	Quote date: May 21, 2018	Quote expiration: Jun. 20, 2018	Solution ID: 9581823	Deal ID: 14802525
Company name: TOWN OF FLOWER MOUND	Customer number: 2434214	Phone: (972) 874-6052		
Sales rep information: David Slaughter David_Slaughter@Dell.com (800) 456-3355 Ext: 5139356	Billing Information: TOWN OF FLOWER MOUND 2434214 2121 CROSS TIMBERS RD FLOWER MOUND TX 75028-2602 US (972) 874-6052			

Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Networking S4148-ON	2	\$6,929.92	\$13,859.84
Dell Networking N3048	3	\$2,337.92	\$7,013.76
Dell EMC Networking N3048EP-ON	10	\$2,909.44	\$29,094.40
Subtotal:			\$49,968.00
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$49,968.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$49,968.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

David Slaughter

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Group 1 - Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
MIS DEPT	(972) 874-6054	DELL Standard Delivery	2121 CROSS TIMBERS RD FLOWER MOUND TX 75028-2602 US

SKU	Description	Qty	Unit Price	Subtotal
	Dell Networking S4148-ON	2	\$6,929.92	\$13,859.84
	Estimated delivery date: Jun. 15, 2018			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
210-ALSR	Dell EMC Switch S4148F-ON, 1U, PHY-less, 48x10GbE SFP+, 4xQSFP28, 2xQSFP+, PSU to IO , 2 PSU, OS10	2	-	-
619-AMIU	OS10 Enterprise S4148F-ON	2	-	-
332-1286	US Order	2	-	-
343-BBGC	Dell EMC Networking S4100-ON Americas User Guide	2	-	-
813-0806	Dell Hardware Limited Warranty 1 Year	2	-	-
813-0840	ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	2	-	-
813-0842	ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	2	-	-
813-0888	ProSupport:7x24 HW/SW Tech Support and Assistance, 3 Years	2	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	2	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	2	-	-
997-6306	Info 3rd Party Software Warranty provided by Vendor	2	-	-

900-9997	On-Site Installation Declined	2	-	-
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	2	-	-
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	2	-	-
407-BBEL	Dell Networking, Transceiver, SFP, 1000BASE-T	2	-	-
470-AAGN	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter	2	-	-
470-AAGR	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 5 Meter	2	-	-
470-AAGT	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 7 Meter	4	-	-
470-ABOV	Dell Networking Cable 100GbE, QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 1 Meter	2	-	-
SKU	Description	Qty	Unit Price	Subtotal
	Dell Networking N3048	3	\$2,337.92	\$7,013.76
	Estimated delivery date: May 30, 2018			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
210-ABOG	Dell Networking N3048, L3, 48x 1GbE, 2xCombo, 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, 1x AC PSU	3	-	-
450-ABKG	Power Supply, 200w, Hot Swap, with V-Lock, adds redundancy to non-POE N3000 series switches	3	-	-
343-BBBQ	Dell Networking N2000/3000 Series User Guide	3	-	-
332-1286	US Order	3	-	-
966-3310	Dell Hardware Limited Warranty Initial Year	3	-	-
966-3312	Dell Hardware Limited Warranty Extended Year(s)	3	-	-
966-3320	Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	3	-	-
966-3326	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	3	-	-
966-3331	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended	3	-	-
966-3379	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	3	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit	3	-	-

<http://www.dell.com/support> or call 1-800- 945-3355

900-9997	On-Site Installation Declined	3	-	-
470-ABHC	Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches (no cross-series stack), 0.5m	3	-	-
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	6	-	-
SKU	Description	Qty	Unit Price	Subtotal
	Dell EMC Networking N3048EP-ON	10	\$2,909.44	\$29,094.40
	Estimated delivery date: May 30, 2018			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
210-AOFM	Dell EMC N3048EP-ON Switch, 48x 1GbT, 2x SFP+ 10GbE, 2 x GbE SFP combo ports, L3, Stacking, IO to PSU air, 1x AC PSU	10	-	-
450-ABKF	Power Supply, 1100w, Hot Swap, Required for more than 900 watts of POE+, or for redundancy	10	-	-
343-BBJN	Dell EMC Networking N3000E-ON Series Americas User Guide	10	-	-
332-1286	US Order	10	-	-
966-3310	Dell Hardware Limited Warranty Initial Year	10	-	-
966-3312	Dell Hardware Limited Warranty Extended Year(s)	10	-	-
966-3320	Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	10	-	-
966-3326	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	10	-	-
966-3331	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended	10	-	-
966-3379	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	10	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	10	-	-
900-9997	On-Site Installation Declined	10	-	-
973-2426	Declined Remote Consulting Service	10	-	-
470-ABHC	Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches (no cross-series stack), 0.5m	10	-	-

450-ADYH	Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P	20	-	-
				Subtotal: \$49,968.00
				Shipping: \$0.00
				Environmental Fees: \$0.00
				Estimated Tax: \$0.00
				Total: \$49,968.00

Unless you have a separate written agreement that specifically applies to this order, your order is subject to [Dell's Terms of Sale](#) (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



A quote for your consideration!

Total: \$8,755.84

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000025221981.1	Quote date: May 21, 2018	Quote expiration: Jun. 20, 2018	Solution ID: 9581823	Deal ID: 14802525
Company name: TOWN OF FLOWER MOUND	Customer number: 2434214	Phone: (972) 874-6052		
Sales rep information: David Slaughter David_Slaughter@Dell.com (800) 456-3355 Ext: 5139356	Billing Information: TOWN OF FLOWER MOUND 2434214 2121 CROSS TIMBERS RD FLOWER MOUND TX 75028-2602 US (972) 874-6052			

Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Networking N3024	2	\$1,468.48	\$2,936.96
Dell EMC Networking N3048EP-ON.	2	\$2,909.44	\$5,818.88
Subtotal:			\$8,755.84
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$8,755.84
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$8,755.84

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

David Slaughter

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Group 1 - Group 2

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
MIS DEPT	(972) 874-6054	DELL Standard Delivery	2121 CROSS TIMBERS RD FLOWER MOUND TX 75028-2602 US

SKU	Description	Qty	Unit Price	Subtotal
	Dell Networking N3024	2	\$1,468.48	\$2,936.96
	Estimated delivery date: May 30, 2018			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
210-ABOD	Dell Networking N3024, L3 ,24x1GbE, 2xCombo, 2x10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, 1x AC PSU	2	-	-
450-ABKG	Power Supply, 200w, Hot Swap, with V-Lock, adds redundancy to non-POE N3000 series switches	2	-	-
343-BBBQ	Dell Networking N2000/3000 Series User Guide	2	-	-
332-1286	US Order	2	-	-
966-3309	Dell Hardware Limited Warranty Initial Year	2	-	-
966-3311	Dell Hardware Limited Warranty Extended Year(s)	2	-	-
966-3319	Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	2	-	-
966-3325	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	2	-	-
966-3330	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended	2	-	-
966-3378	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	2	-	-

989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	2	-	-
900-9997	On-Site Installation Declined	2	-	-
470-ABHC	Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches (no cross-series stack), 0.5m	2	-	-
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	4	-	-
SKU	Description	Qty	Unit Price	Subtotal
	Dell EMC Networking N3048EP-ON.	2	\$2,909.44	\$5,818.88
	Estimated delivery date: May 30, 2018			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
210-AOFM	Dell EMC N3048EP-ON Switch, 48x 1GbT, 2x SFP+ 10GbE, 2 x GbE SFP combo ports, L3, Stacking, IO to PSU air, 1x AC PSU	2	-	-
450-ABKF	Power Supply, 1100w, Hot Swap, Required for more than 900 watts of POE+, or for redundancy	2	-	-
343-BBJN	Dell EMC Networking N3000E-ON Series Americas User Guide	2	-	-
332-1286	US Order	2	-	-
966-3310	Dell Hardware Limited Warranty Initial Year	2	-	-
966-3312	Dell Hardware Limited Warranty Extended Year(s)	2	-	-
966-3320	Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	2	-	-
966-3326	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	2	-	-
966-3331	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended	2	-	-
966-3379	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	2	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	2	-	-
900-9997	On-Site Installation Declined	2	-	-
973-2426	Declined Remote Consulting Service	2	-	-
470-ABHC	Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches (no cross-series stack), 0.5m	2	-	-

450-ADYH	Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P	4	-	-	
				Subtotal:	\$8,755.84
				Shipping:	\$0.00
				Environmental Fees:	\$0.00
				Estimated Tax:	\$0.00
				Total:	\$8,755.84

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If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: June 4, 2018

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of the award of Best Value Bid No. 2018-56-A Municipal Grounds Maintenance to American Landscape Systems, Inc., at the unit prices bid and to establish an annual bid price contract for routine Municipal Grounds Maintenance at specified facilities throughout the Town in an annual estimated amount of \$175,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

BACKGROUND INFORMATION: The Town of Flower Mound solicited bids for municipal grounds maintenance to be performed at twenty five (25) Town facilities. Services to be performed vary by facility and include: mowing, trimming, edging, maintaining beds, pruning, removing leaves, mulching, and caring for turf, trees and shrubs.

The bid specifications were developed, and a Notice to Bidders was advertised. A pre-bid meeting and mandatory site tour was conducted with representatives from four interested companies. Bids were evaluated by representatives from Facilities Management based on the following evaluation criteria:

1. Cost
2. Equipment
3. Safety Program
4. Work Request Program
5. Licenses
6. References

Staff recommends award of bid to American Landscape Systems, Inc. the best value bidder. American Landscape Systems, Inc. has previously provided satisfactory landscape maintenance services to the Town of Flower Mound, Lewisville ISD, the Town of Addison, and the City of Frisco.

American Landscape Systems, Inc. bid an annual base maintenance price of \$114,820.00. Based on unit prices bid, the Facilities Management Division estimates an annual expenditure of \$60,000.00 for additional services to be provided on an as-needed basis. These additional services include aeration, seeding, fertilization, irrigation system maintenance, winterization, and pest management. The total estimated annual expenditure for municipal grounds maintenance is \$175,000.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$175,000.00

Proposed Expenditure:	Account Number(s):
\$175,000.00	100-655-59200-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. American Landscape's Contract

DRAFT MOTION: Move to approve the award of Best Value Bid No. 2018-56-A Municipal Grounds Maintenance to American Landscape Systems, Inc., at the unit prices bid and to establish an annual bid price contract for routine Municipal Grounds Maintenance at specified facilities throughout the Town in an annual estimated amount of \$175,000.00; and authorization for the Mayor to execute same on behalf of the Town.

**TOWN OF FLOWER MOUND
CONTRACT FOR SERVICES
BID NO 2018-56-A**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and American Landscape Systems, Inc ("Contractor"). The Town and Contractor agree:

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

Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

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

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all

solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

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

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

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

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

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

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
22. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS.** The Contractor shall procure and pay for a good and sufficient performance bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents,

including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound. The Contractor shall also procure and pay for a maintenance bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. The Contractor shall also procure and pay for a good and sufficient payment bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

23. **ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

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

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

Name: Joseph T Angelone
Title: Vice President
Company Name: American Landscape Systems, Inc.
Address: 1780 Midway Rd.
City, State, Zip: Levelland, TX 75007

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the

addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

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

AGREED TO BY:

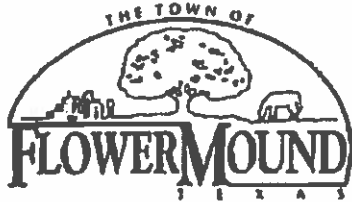
**AMERICAN LANDSCAPE
SYSTEMS, INC**

By: 
Name: Joseph F. Anger
Title: Vice President
Date: 5/3/18

TOWN OF FLOWER MOUND, TEXAS

By: _____
Mayor
Date: _____

Exhibit A



Purchasing & General Services

Addendum No. 1

Issued March 27, 2018

Bid No:	2018-56-A
Bid Title:	Best Value Bid for Municipal Grounds Maintenance
Bids Due:	04/10/2018 @ 11:00am (CT)

Addendum #1 is issued by the Town of Flower Mound Purchasing Office. The following revisions are hereby made to the bid documents for this project.

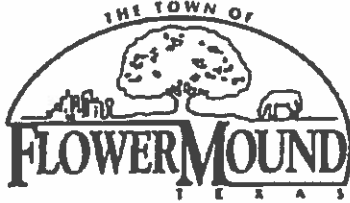
Please replace original bid packet with the attached packet. The Senior Center located at 2701 W. Windsor Road was not included in the original packet and has been added to Section V – Facilities Inventory List and Maintenance Schedules as Item Y and added to the price list in Attachment A as Item 25. This location is included in the Mandatory Site Tour.

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Bid Certification Form of the Proposal Documents.

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com

Exhibit A



**Purchasing & General Services
Best Value Bid**

Bid No:	2018-56-A
Bid Title:	Best Value Bid for Municipal Grounds Maintenance
Pre-Bid Meeting:	03/27/2018 @ 9:00 AM
Questions Deadline:	04/03/2018 @ 12:00 PM
Due Date and Time:	04/10/2018 @ 11:00 AM

Sealed bids for the materials or services specified will be received by the Town of Flower Mound until the date and time as indicated above. Please submit one (1) original bid and three (3) copies of bid in hard copy only, in a sealed envelope to the address listed below.

Delivery and Mailing Address:

**Town of Flower Mound
Attention: Purchasing Division
2121 Cross Timbers Road
Flower Mound, Texas 75028**

Late submissions will not be considered. Responses must be submitted with the bid number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a response are provided within.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT
PRIOR TO SUBMITTING A RESPONSE.**

For questions regarding this bid contact:

**Sabrina Zadow
Purchasing Manager
(972) 874-6007
purchasing@flower-mound.com**

The Town of Flower Mound appreciates your time and effort in preparing a response. Please note that responses must be received by the deadline shown. Responses received after the deadline will not be considered for the award of the bid and will be returned unopened. Responses will be publicly opened and read aloud on the bid due date and time at the Town of Flower Mound, Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas, 75028.

Exhibit A

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR PROCUREMENTS**

1. **APPLICABILITY** These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound, unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION** The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, [www.IonWave Technologies, Inc. com](http://www.IonWaveTechnologies.com) and the *Denton Record Chronicle*. The Town shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA**: Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the respondent shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the bidder/respondent to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION**: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT** The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all bids/proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS** The Town of Flower Mound utilizes IonWave Technologies, Inc. to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through IonWave Technologies, Inc. shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

The Town of Flower Mound has elected to fund a monthly fee to IonWave Technologies, Inc. in order to eliminate all costs for vendors to utilize the system for standard bids and proposals solicited by the Town. For Cooperative Procurements and Reverse Auctions ONLY, respondent agrees to pay to IonWave Technologies, Inc. a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods or services awarded to the respondent. Cooperative procurements and Reverse Auctions will be clearly identified in the bid/proposal documents. To assure that all respondents are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.IonWave Technologies, Inc. com](http://www.IonWaveTechnologies.com) for further information.
7. **PAPER SUBMISSIONS**: Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF BIDS/PROPOSALS** Paper submissions shall be presented to The Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope.
9. **LATE SUBMISSIONS**: The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
10. **PRICING**: Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered cannot be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting minor errors in bid price after bid opening. However, a bidder may be able to withdraw a bid only if it contains a substantial mistake that would, in the sole opinion of the Town, cause a great hardship if enforced against the bidder.

Exhibit A

11. **TAXES:** The Town of Flower Mound is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006. In no event is it the Town's responsibility to provide a tax exempt form without a request for the same.
12. **WITHDRAWAL OF OFFER:** Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of bid/proposal without written approval of the Purchasing Manager.
13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful respondent shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the respondent. The Town of Flower Mound will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the Town of Flower Mound's discretion, testing may be required prior to award of bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.
16. **SAMPLES:** At the Town of Flower Mound's discretion, samples may be required prior to award of bid/proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this bid/proposal packet is descriptive and not restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **BID/PROPOSAL OPENINGS:** All offers will be read aloud at the Town of Flower Mound's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the Town accepts such offer as responsive.

The Town of Flower Mound will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the Town of Flower Mound's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The Town will notify the successful respondent upon award of the contract; and, if required by State law, all offers received will be available for inspection after award.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.
19. **SUMMARY SHEET:** Bid/Proposal summary results are typically published within one (1) business day after the scheduled opening. Bid/Proposal summary results will be available for public viewing at www.flower-mound.com and [www.IonWave Technologies, Inc..com](http://www.IonWaveTechnologies, Inc..com). Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION:** In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST:** Respondent acknowledges awareness of the state laws including chapter 176 of the Local Government Code, the Town Charter, and the Town Code of Ethics regarding conflicts of interest and agrees to comply with each. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 13.00, Chapter 1 of the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement, or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder on a bid/proposal for goods and

Exhibit A

services in the non-resident bidder's state, or the amount by which a resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which a majority of the manufacturing related to the contract will be performed.

23. **DELINQUENT TAXES** Any person, firm, or corporation that is in arrears to the Town of Flower Mound for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
24. **MINIMUM STANDARDS FOR RESPONSIBILITY** A prospective vendor must affirmatively demonstrate responsibility. The Town of Flower Mound may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required,
 - B. Ability to comply with the required or proposed delivery schedule,
 - C. Have satisfactory record of performance,
 - D. Have a satisfactory record of integrity and ethics,
 - E. Be otherwise qualified and eligible to receive an award.
25. **AWARD OF CONTRACT** The Town of Flower Mound reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding to multiple vendors.

The Town may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the Town. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

 - A. The purchase price
 - B. The reputation of the respondent and of the respondent's goods or services
 - C. The quality of the respondent's goods or services,
 - D. The extent to which the goods or services meet the Town's needs,
 - E. The respondent's past relationship with the Town,
 - F. The total long-term cost to the Town to acquire the respondent's goods or services;
 - G. Any relevant criteria specifically listed herein or in the contract documents.
26. **ACCEPTANCE** Respondent agrees that acceptance of any or all items by the Town of Flower Mound, Texas within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon respondent. Respondent shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.
27. **CONTRACT PERIOD** Unless otherwise stated in the specifications contained herein, the contract period for the bid/proposal will be for one (1) year upon Town approval, with four (4) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.
28. **FUNDING** The Town of Flower Mound is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.
29. **ASSIGNMENT** The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.
30. **INTERLOCAL AGREEMENT** The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound.
31. **CHANGE ORDER** The Town of Flower Mound reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the Town of Flower Mound and acknowledged by the contracted vendor. All change orders and modifications to the contract shall be processed through the Purchasing Division only.

Exhibit A

32. **DELIVERY PROMISE – PENALTIES** Where indicated, respondents must provide number of calendar days required to deliver goods or services to the Town of Flower Mound after receipt of order (ARO). Do not quote shipping dates. When delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.
33. **DELIVERY TIMES** Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated Town of Flower Mound location(s).
34. **INSPECTION** Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the Town of Flower Mound's satisfaction.
35. **INVOICES** Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accounts payable@flower-mound.com.
36. **PAYMENT TERMS** Payment terms are net 30 days, unless otherwise specified by the Town in the bid/proposal document.
37. **AUDIT** The Town of Flower Mound shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
38. **INSURANCE** The Town of Flower Mound requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
39. **PRICE ESCALATION** Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. **INDEMNITY** The bidder shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
42. **PATENT RIGHTS** Respondent agrees to indemnify and hold harmless the Town of Flower Mound from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.
43. **PROTESTS** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged imperfections or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

44. **TERMINATION FOR DEFAULT** The Town of Flower Mound reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.
45. **TERMINATION FOR TOWN CONVENIENCE** Whenever the Town, in its discretion, deems it to be in the Town's best interests, it may terminate this contract for the Town's convenience. Such termination shall be effective thirty (30) days after Town delivers written notice of such termination for convenience to the contracted vendor. Upon receipt of such notice from the Town, Vendor shall not thereafter incur, and Town shall have no liability for, any costs under this contract that are not necessary for actual performance of the contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Town shall have no liability to Vendor for lost or anticipated profit resulting therefrom.
46. **REMEDIES** The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
47. **VENUE** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.
48. **DETERMINATION OF NON-RESPONSIBLE BIDDER** The Town may disqualify a vendor as non-responsible and its bid shall not be considered for reasons including, but not limited to, the following:
 - A. Reason for believing collusion exists among vendors.
 - B. Where the vendor, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Town, or where such litigation is contemplated or imminent, in the sole opinion of the town.
 - C. The vendor being in arrears on any existing contract or having defaulted on a previous contract.
 - D. Lack of competency, in the judgment of the Town, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
 - E. Uncompleted work that, in the judgment of the Town, will prevent or hinder the prompt completion of additional work if awarded.
 - F. Where the vendor, or subcontractor thereof, in the judgment of the Town, has failed to perform in a satisfactory manner on a previous contract.
 - G. Where a vendor or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance with the Town's Code of Business Ethics.
 - H. Where a vendor, its subcontractor, or individual officer/principal of the bidder or subcontractor is under criminal indictment or been convicted of a criminal offense.
49. **DETERMINATION OF NON-RESPONSIVE BID** The Town may disqualify a bid as non-responsive and it shall not be considered for reasons including, but not limited to, the following:
 - A. The bid shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind, in the sole determination of the Town.
 - B. Bid received after the time limit for receiving bids.
 - C. Bid was not signed.
 - D. Unbalanced value of any items.
 - E. Improper or insufficient bid guaranty, if required.
 - F. Bid did not meet specifications.
 - G. Bid did not contain all requested/required documents, submittals and/or samples.

Exhibit A

**Town of Flower Mound
 Bid No. 2018-56-A
 Best Value Bid for Municipal Grounds Maintenance**

I. Introduction

The Town of Flower Mound is soliciting bids for municipal grounds maintenance to be performed at various Town facilities as described in the following bid specifications. The term of the contract will be one year with four (4) optional one-year renewal periods. The contract will be awarded to the bidder(s) providing the best value to the Town of Flower Mound as determined by the evaluation criteria as stated herein.

The Town reserves the right to award any or all line items, in whole or in part, to one or more vendors. The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, due to budget contingencies, cycle frequencies may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the bid prices offered be imposed on the Town. Please take this into consideration when submitting bid prices. Bid prices will be held firm during the contract period.

This contract will contain a fixed pricing structure for the term of the contract. The awarded vendor(s) will be required to provide insurance evidencing the Town's provisions as stipulated in this bid document, and execute a written contract with the Town of Flower Mound. A sample contract is available for review upon request.

II. Pre-Bid Conference and/or Site Visits**A. Pre-Bid Conference**

A pre-bid conference will be conducted on March 27, 2018 at 9:00am at the following location:

Town of Flower Mound
 Council Chambers
 2121 Cross Timbers Road
 Flower Mound, TX 75028

Attendance at the pre-bid conference is optional.

B. Site Visit - Mandatory

A site visit will be conducted immediately following the pre-bid conference. A site visit is mandatory. Those vendors who are unable to attend the pre-bid conference/site visit will have one additional opportunity to meet the site visit requirement on March 29, 2018 at 9:00 am. Vendors who plan to attend this site visit should contact Cynthia Arzabala, Facilities Management, via email address cynthia.arzabala@flower-mound.com. These will be the only opportunities to tour the sites. Absolutely NO walk-ins will be accommodated. Both site visits will begin from Town Hall at the above address. Town will provide shuttling van for attendees to attend each site for inspections. Location tour will take an estimate of 3 hours. All vendors attending a site visit will be required to sign-in upon arrival. Failure to sign in will result in your bid being considered non-responsive.

Exhibit A

III. Scope of Services

The following items (A. 1. through E. 3.) specify the scope of work that is to be performed under each item. The facilities locations of areas that are to be maintained are listed under Section V. Facilities Inventory List and Maintenance Schedules. Each location has a numbering sequence that will correspond with the scope of work as shown below. Example: A1, A3 indicates the area would require mowing as listed below under A. 1. edging as listed under A. 3. It will be necessary to consider the total scope of work for each area in order to accurately submit pricing. Awarded vendor will have the option to bill over a 12-month period if desired.

A. Grounds Maintenance

1. **Mowing:** Turf areas shall be mowed every seven days (weekly) during the growing season to a height of 2-1/2 to 3-1/2 inches (including areas inside of fenced areas, and areas 6' outside of fenced areas). Mowing height may be adjusted upon request. During rainy or extended dry periods, the mowing frequency may change. Mowing deleted or missed shall be deducted from the monthly invoice. Debris and trash shall be removed from turf areas prior to mowing. Excess grass clippings shall be raked or bagged as needed to maintain a neat appearance. The appropriate sized mower will be used in each turf area. Use extreme caution during mowing operations to prevent damage to irrigation systems. The number of mowing cycles to be performed during the growing season is determined by the information in the inventory list, which indicates the specific address and frequency for each area.
2. **Trimming:** String line trimming around trees, shrub beds, and other obstacles shall be performed with each mowing (including areas inside of fenced areas, and areas 6' outside of fenced areas). Use extreme caution while edging around unprotected trees, shrubs or flowers to reduce the possibility of damage base of the trees, shrubs or flowers. The Contractor shall assume responsibility for replacing damaged plants, shrubs or flowers caused by string line trimming. The Facilities Management Division shall be notified immediately when damage has occurred. Damaged plants, shrubs or trees shall be replaced immediately with shrubs of the same type and size to the satisfaction of the Facilities Management Division.
3. **Edging:** Sidewalks and curbs shall be edged to maintain a neat appearance. Special care and attention will be taken to avoid property damage. Edging is to be performed at each mowing.
4. **Sidewalk Weeds:** Weeds in the seams and cracks of sidewalks and curbs shall be sprayed with Round-up and/or removed.
5. **Bed Maintenance:** Ornamental tree and shrub beds shall be weeded and debris and trash removed weekly to maintain a neat appearance
6. **Pruning:** Ornamental trees and shrubs, within reach from the ground, up to a maximum height of 12 feet, shall be selectively pruned to maintain the natural habit of the species. Pruning will occur a minimum of once during the growing season up to a maximum of four times as dictated by the natural growth of the species. Sucker sprouts will be removed as they appear once trees and shrubs are in leaf and continue throughout the growing season. Hazardous or overhanging branches and deadwood is to be removed as needed, based on regular visual inspections. Shrubs are to be pruned to correct uneven growth, remove non-variegated stems, stray shoots, and dead, damaged, or diseased wood either during Spring after flowering or late Summer, depending on the species requirement. Mechanical pruning devices shall be used to trim hedges and conform to previous maintenance practices indicating shearing has been performed. Pruning of more than two years' growth is considered renovation and will be approved by the Facilities Management Division.

Exhibit A

7. **Leaf Removal:** Leaves will be removed from the turf, mulched areas, sidewalks and parking lots three (3) times per the contract period. Fallen leaves near natural areas will be recycled into the wooded areas as appropriate. The initial removal will take place in the spring, followed by one in November and the final removal in December, as conditions dictate.

B. Mulching/Property Cleanup

1. **Spring Mulching:** Previously mulched plant material shall be mulched using premium quality double shredded hardwood mulch. A defined 3" spade edging of all beds and a complete weed removal from all beds and tree rings shall take place prior to installation of the new mulch. Minor amounts of excess mulch shall be removed, and the total mulch accumulation in bed shall not exceed 3 inches. Trees shall not be spade edged or mulched. Pine trees will be allowed to utilize their own pine needles for mulch. If it is mutually determined that there is an excessive amount of mulch to be removed in any area, it will be removed prior to any new mulch installation. Excessive decomposed mulch will be recycled into tree save areas and used as a "top-dressing" for thin turf areas. Any "adopted" mulched areas need to be identified prior to the spring mulch application.
2. **Pre-emergent Weed Control:** The application of Surlan or Ronstar shall take place in mulch beds prior to the installation of new mulch.
3. **Additional Mulching:** A top dressing of double shredded hardwood mulch shall be applied in the fall to bedding areas only.
4. **Property Clean up:** Leaves and miscellaneous debris shall be collected and removed from the grounds as part of the spring clean-up, to be completed during the mulching operation. Perennials will be cut back, as needed, and removed from site.
5. **Parking Lot Clean up:** Sand and miscellaneous debris shall be blown, swept, and removed from streets, curbs and parking areas within the property. This service needs to be scheduled in advance so vehicles will not be subject to damage.

C. Turf Care and Enhancement Program

1. **March, April, or May:** Application of a pre-emergent herbicide for control of grassy weeds shall take place. Contractor shall apply Pre-M or Dimension brand herbicide in accordance with manufacturers, recommendations. An application of a slow release balanced organic fertilizer shall occur at this time.
2. **May/June and September/October:** Lawn areas shall be treated with a post-emergent herbicide for the control of broadleaf weeds twice during the growing season.
3. **Late April, May or June: (Aeration)** Accessible lawn areas may be thoroughly core-aerated. Cores will be pulled at a rate of 6-8 per square foot and be as deep as soil conditions allow. This will be bid as a separate item based upon a per square foot price.
4. **Late April, May or June: (Seeding)** Seeding of thin and bare areas at the rate of 6-lbs./1000 square feet may be completed in conjunction with the aeration using an improved turf grass variety seed chosen to blend with the existing turf. This will be bid as a separate item based upon a per square foot price.
5. **September or October:** An application of a slow release balanced organic fertilizer at the rate of 2-lbs. N/1000 square feet may take place. This will be bid as a separate item based upon a per

Exhibit A

square foot price

6. **November or December:** An application of a quick release, nitrogen fertilizer at the rate of 1-lb. N/1000 square feet to promote strong root development throughout the winter and ensure an early spring green-up may take place. This will be bid as a separate item based upon a per square foot price.
7. **Fungicide:** Application of fungicide for the control of brown patch, dollar spot or pythium, may take place as conditions dictate. Curative and/or preventive applications may be required. This will be bid as a separate item based upon a per square foot price.

D. Tree and Shrub Care Program

1. **Spring:** Ornamental shrubs shall be fertilized with a slow release organic fertilizer at a rate of 4-lbs/100 square feet of bed space in conjunction with mulching.
2. **Spring through Early Fall:** Regular inspections of ornamental trees and shrubs for evidence of insect infestation shall take place throughout the season. An EPA recommended insecticide for selective control of damaging insects should be applied on an as needed basis. (Excludes Gypsy Moths, Japanese Beetles and Borers.)
3. **Spring through Early Fall:** Regular inspections of ornamental trees and shrubs for evidence of disease or fungus infestation shall take place throughout the season. An EPA recommended fungicide for selective control shall be applied on an as needed basis.
4. As part of the customized integrated pest management program (IPM), the pesticides used are applied on an "as needed" basis to maintain an environmentally sound and safe program.

E. Irrigation System Maintenance and Inspection Program

All items listed in this section will be bid as separate line items based upon the site tour.

1. **March:** Spring irrigation system startup and inspection. Turn on water to irrigation system and check for leaks. Replace the controller batteries; program the controller per Town of Flower Mound Facilities Management instructions. Clear all debris from sprinkler head screens as necessary. Reset or adjust sprinkler heads for proper water distribution (lawn areas, shrub beds, and tree drip systems). Check and verify operation of rain sensors. Prepare and submit a written report regarding system performance. Provide a written cost proposal for necessary irrigation system repairs, the cost proposal should include the cost to repair/replace damaged heads, missing/damaged valve boxes or covers, inoperable rain/freeze sensors, missing/damaged tree drip system covers, repair of leaking valves, repair of damaged or leaking pipe identified during the spring inspection. Employees performing this work must possess a current Texas Irrigator's license.
2. **May/June/July/August/September/October:** Once monthly inspect, adjust, leak check the irrigation system and verify proper operation to ensure water conservation. Adjust irrigation controller per Town of Flower Mound Facilities Management instructions.
3. **November:** Fall winterization. Turn off water to irrigation system. Place controllers in the "off" position.

Exhibit A**F. Integrated Pest Management (IPM)**

Integrated Pest Management, or IPM, is a systems approach to managing insect, mite, disease, and weed pests. It uses a combination of the most compatible and ecologically sound pest suppression tactics to keep pest populations below levels that cause problems. IPM uses cultural, biological and chemical methods. This section describes site-specific, goal-oriented management programs for urban areas where fire ants are a problem. The goal of IPM strategies for fire ants is to prevent or eliminate problems caused by unacceptably high numbers of fire ants, rather than eliminating all ants from the ecosystem. This item will be bid as a separate line item based upon a price per square foot.

1. The "Two-Step Method"

This program suppresses ants in ornamental turf and non-agricultural lands, including roadsides. It is also suitable for pasture and range and if the products selected are specifically registered for use in these sites. This approach is best suited to medium-sized or large areas, and the cost is moderate. It is not suggested for use in previously untreated areas with few fire ant mounds (20 acre or fewer, or 0.46 or fewer per 1,000 square feet). Some bait products may affect native ants that compete with imported fire ants. The goal of this program is to reduce fire ant problems while minimizing the need to treat individual mounds.

The two-steps involve: 1) broadcasting a bait product, followed by 2) treating nuisance mounds with a faster acting individual mound treatment or with a mound re-treatment of the bait.

a. Step 1

Once per year, in early spring, broadcast a bait-formulated insecticide as directed on the label applied at a rate of 1 to 1 ½ pounds of product per acre. Bait can be broadcast with hand-held, vehicle-mounted or aerial applicators. Acceptable products are Extinguish® Plus, AmdroPro® and Extinguish®.

b. Step 2

Wait several days or more after broadcasting the bait, and then treat nuisance ant colonies (such as those in sensitive or high-traffic areas) using an individual mound treatment method of any nuisance mounds that escaped the effects of bait treatment, and any colonies migrating into treated areas, should be treated as needed.

2. Pesticide Laws and Regulations

Follow pesticide laws and regulations (e.g. Texas Structural Pest Control Board). State laws mandate that anyone applying insecticides for a fee be licensed and insured. Anyone using "restricted use" insecticides must have a valid commercial or non-commercial pesticide applicator's license. Employees performing this work must possess a current Texas Certificate/License.

G. Additional Services

In addition to the scheduled maintenance, the following services may be required during the contract period. The contractor will be required to provide cost estimates when requested by the Town of Flower Mound for these services based upon specifications provided by the Facilities Management Division.

1. Landscape Installation
2. Irrigation Installation
3. Drainage System Installation
4. Annual/Perennial Flower Rotations

Exhibit A

5. Grading/Seeding/Erosion Control
6. Tree/Slump Removal
7. Tree Trimming
8. Snow and Ice Treatment & Removal (to include sidewalks & ramps)

IV. Additional Requirements

A. Contractor Responsibilities

1. All material is guaranteed to be as specified.
2. All work shall be completed in a workmanlike manner according to standard landscape maintenance practices.
3. Any alteration or deviation from the specifications involving extra costs will be executed only upon written request by the Town of Flower Mound, and will be an extra charge over and above the contracted price.
4. Contractor employees will wear uniforms displaying the company name while working on Town property.
5. All vehicles used in the performance of this contract shall have the contractor company logo, name and phone number attached in plain view.
6. The contractor shall submit a current safety program, specific to the type of equipment the contractor is using. The program shall include the personal protective equipment program used by each employee in the field. The program shall be submitted with the bid.
7. The Contractor shall assume responsibility for replacing irrigation system components damaged as a result of mowing operations. The Facilities Management Division shall be notified immediately when damage has occurred. Permanent repairs shall be accomplished immediately to the satisfaction of the Facilities Management Division.
8. The contractor shall supply all related equipment and shall carry all equipment and supplies from site to site.
9. The equipment must be maintained in good operating condition and sufficient quantities to adequately perform the services.
10. The contractor shall submit a copy of their current preventative maintenance program used in maintaining their vehicles and equipment. The program shall be submitted with the bid.
11. The contractor shall provide all necessary labor, equipment, and vehicles required for the performance of the work in this contract.
12. The contractor shall provide a work request program to be used for submitting complaints and new requests. The program shall be submitted with the bid.
13. The contractor is required to perform irrigation system inspections and testing. Employees performing the irrigation system work shall have current Texas irrigators' licenses. Copies of the licenses shall be submitted with the bid.

Exhibit A

14. All mowers are to be equipped with rock guards. Vendor must make protection of site vehicles from damage from mowers, blowers, and edging a priority.

B. Supervision

1. The Contractor shall assign not less than one (1) qualified supervisor to physically supervise the Contractor's employees and to ensure adherence to the maintenance schedule and contract requirements.
2. The Contractor supervisor must be able to speak and understand English in a fluent manner.
3. The supervisor shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:
 - a. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted to perform work under this contract.
 - b. No loud or boisterous conduct will be permitted.
 - c. Contractor's employees will not tamper with any Town machines, equipment, or any Town employees' personal property at any time.
 - d. Contractor's employees are not to use Town telephones, nor smoke in Town buildings.
 - e. No children or visitors will be allowed on or about the grounds at any time.

C. Holiday Closing

1. All facilities are closed on the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day.
2. Holidays may be added or deleted at the discretion of the Town of Flower Mound.

D. Quality Control

1. Services performed under this contract shall be subject to regular inspections by the Town of Flower Mound Representatives.

E. Additions to Contract Locations

1. The Town of Flower Mound anticipates the addition of future facilities that will be added to the contract as construction of each facility is completed. Before any of these locations are added to the contract, the contracted vendor(s) will be required to submit associated costs for each location to the Town of Flower Mound for approval/acceptance. The future locations are as follows:
 - a. New Fire Station 6
 - b. New Fire Station 7
 - c. Library expansion
 - d. Police expansion

Exhibit A

V. Facilities Inventory List and Maintenance Schedules

- A. Animal Services: 3950 Justin Road (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)
- B. Fire Station # 1: 3838 Forums Drive (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)
- C. Fire Station # 2: 4401 Shiloh Road (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)
- D. Fire Station # 3: 2020 Woodhill Drive (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)
- E. Library: 3030 Broadmoor Lane (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)
- F. Police and Court: 4150 Kirkpatrick (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)
- G. Town Hall: 2121 Cross Timbers Mondays: TO BE COMPLETED BEFORE 8AM (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)+ NEW LANDSCAPE & NEW TOWN HALL 10/2018
- H. Service Center: 1105 Duncan Lane (A 1,2,3,4,5,6,7) + (B 1,2,3,4) + (C 1, 2)
- I. Waste Water Treatment Plant: 1101 Duncan Lane (A 1,2,3,4,5,6,7) + (B 1,2,3,4) + (C 1,2)
- J. Oak Street Lift Station: 851 Oak Drive (A 1,2,3) + both sides of the access road requires trimming from the entry gate to the lift station perimeter fence.
- K. Kirkpatrick Lift Station: 5201 Kirkpatrick (A 1,2) + (B 1)
- L. South Side Lift Station: 101 International Parkway Lighthouse Pump Station 5300 (A 1,2, 4,6,7)
- M. Elevated Water Storage: 3810 Bruton Grand (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (E 1,2,3) + includes both sides of access road into the site to the fence.
- N. Water Storage: 708 Pintail (A 1,2,4,5,6,7) + the area between the chain link fence and the homeowner stockade fence to the East and the area North to the alley + the area outside the security fence will require trimming.
- O. Elevated Water Storage: 2230 Waketon (A 1,2)
- P. Stone Hill Pump Station: 6200 Stone Hill Farms (A 1,2,3,4,5,6,7) + (B 1,2,4) + (C 1,2) (See Map area split with UPPER TRINITY WATER DISTRICT-UTWD)
- Q. Community Activity Center: 1200 Gerault Road (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)
- R. Fleet Service Center: 1101 Duncan Lane (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)
- S. Fire Station #4: 4601 Bridlewood Blvd. (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)
- T. Fire Station #5: 800 Spinks Road (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)
- U. Operations & Maintenance Center: Spinks Road (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)
- V. Western Elevated Storage Tank: 4400 Freeman Road (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (E 1,2,3)

Exhibit A

- W. Western O&M (Temp FS6): 6566 Stonecrest Rd (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)
- X. Western Pumping Station: 6600 Stonecrest Road (A 1,2,3,4,5,6,7)+(B 1,2,3,4,5)+(C 1,2)+(D 1,2,3)+(E 1,2,3)
- Y. Senior Center: 2701 W. Windsor Road: (A 1,2,3,4,5,6,7) + (B 1,2,3,4,5) + (C 1,2) + (D 1,2,3) + (E 1,2,3)

VI. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

VII. Questions Deadline

The Town of Flower Mound requires all questions relating to this bid directed via email to Sabrina Zadow, Purchasing Manager, at purchasing@flower-mound.com by 12:00 PM on April 3, 2018. No questions will be answered over the phone. Questions in regards to the specifications will only be accepted until the stated deadline.

VIII. Submittals

In order for your bid to be considered responsive, the following information should be submitted with your bid in the following order:

- A. Bid Pricing Worksheet (Attachment A)
- B. Machinery and Equipment
 - 1. Submit list of machinery and equipment available for use on the work covered by this bid on Machinery and Equipment Worksheet (Attachment B). "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this bid.
 - 2. The contractor shall submit a copy of their current preventative maintenance program used in maintaining their vehicles and equipment.
- C. Safety Program

The contractor shall submit a current safety program, specific to the type of equipment the contractor is using. The program shall include the personal protective equipment program used by each employee in the field.
- D. Work Request Program

The contractor shall provide a work request program to be used for submitting complaints and new requests.
- E. Licenses

The contractor is required to perform irrigation system inspections and testing. Employees performing the irrigation system work shall have current Texas irrigators' licenses. The contractor shall provide copies of

Exhibit A

the licenses.

F. Vendor Information Form (Attachment C)**G. References**

Bidder should provide a minimum of three (3) current references for same or similar service as described in this bid document. Please provide the following information for each reference provided on the References Worksheet (Attachment D):

1. Company Name
2. Contact Person
3. Company Address
4. Contact Phone Number
5. Contact Fax Number
6. Effective Dates
7. Description of Services

H. Additional Forms

1. Proof of Insurance
2. Bid Certification Form

IX. Evaluation Criteria

A review committee will judge the merit of bids received in accordance with the requirements defined herein. Failure of vendor to provide in their bid any information requested in this bid may result in disqualification of the bid. The sole objective of the review committee will be to select the bid that provides the best value to the Town of Flower Mound.

The contract will be awarded based on the following evaluation criteria:

- A. Cost as evidenced in VIII. Submittals, Section A. (60%)
- B. Equipment as evidenced in VIII. Submittals, Section B. (10%)
 1. Equipment list to include age and type of equipment
 2. Equipment Preventative Maintenance Program
- C. Safety Programs as evidence in VIII. Submittals, Section C. (5%)
- D. Work Request Program as evidenced in VIII. Submittals, Section D. (5%)
- E. Licenses as evidenced in VIII. Submittals, Section E. (10%)
 - D. Irrigation
 - E. Pest Control
- F. References as evidenced in VII. Submittals, Section G. (10%)

Exhibit A**Attachment A
Bid Pricing Worksheet**

Vendor must provide a monthly cost for each individual facility location as listed below in order for your bid to be considered. The monthly cost for each facility location listed below will be all inclusive of services for each facility location as stipulated in Section X.

- | | | |
|-----|---|-------------------|
| 1. | Animal Services – 3950 Justin Road | \$_____ per month |
| 2. | Fire Station # 1 - 3838 Forums Drive | \$_____ per month |
| 3. | Fire Station # 2 - 4401 Shiloh Road | \$_____ per month |
| 4. | Fire Station # 3 - 2020 Woodhill Drive | \$_____ per month |
| 5. | Library - 3030 Broadmoor Lane | \$_____ per month |
| 6. | Police and Court - 4150 Kirkpatrick Lane | \$_____ per month |
| 7. | Town Hall - 2121 Cross Timbers | \$_____ per month |
| 8. | Service Center - 1105 Duncan Lane | \$_____ per month |
| 9. | Waste Water Treatment Plant - 1101 Duncan Lane | \$_____ per month |
| 10. | Oak Street Lift Station - 851 Oak Drive | \$_____ per month |
| 11. | Kirkpatrick Lift Station - 5201 Kirkpatrick Lane | \$_____ per month |
| 12. | South Side Lift Station - 101 International Parkway | \$_____ per month |
| 13. | Elevated Water Storage - 3810 Bruton Orand | \$_____ per month |
| 14. | Water Storage - 708 Pintail | \$_____ per month |
| 15. | Elevated Water Storage - 2230 Waketon Road | \$_____ per month |
| 16. | Stone Hill Pump Station - 6200 Stone Hill Farm | \$_____ per month |
| 17. | Community Activity Center – 1200 Gerault Road | \$_____ per month |
| 18. | Fleet Service Center – 1101 Duncan Lane | \$_____ per month |
| 19. | Fire Station #4 – 4601 Bridlewood Blvd | \$_____ per month |
| 20. | Fire Station #5 – 800 Spinks Road | \$_____ per month |
| 21. | Operations & Maintenance Center – Spinks Road | \$_____ per month |
| 22. | Western Elevated Storage Tank – 4400 Freeman Road | \$_____ per month |
| 23. | Western O&M (Temp Fire Station #6) – 6566 Stonecrest Rd | \$_____ per month |
| 24. | Western Pumping Station – 6600 Stonecrest Rd | \$_____ per month |

Exhibit A

25. Senior Center 2701 W. Windsor Road \$_____per month

Total Cost \$_____per month

Grand Total \$_____per year

Grand Total per year should be based on monthly cost multiplied by the number of months service is performed for each location during mowing season March through October. Additional cycles, if required by the Town, will be paid at the monthly rate stated for each location.

Please note that the total price (Items 1 through 25 above) to be paid by the Town of Flower Mound for the services to be provided under this agreement, exclusive of extra costs, will be paid in monthly installments after services have been rendered for the period specified – NO EXCEPTIONS.

ADDITIONAL COSTS

Provide the costs for additional Turf Care and Enhancement Program for the items listed below which may be included upon written approval:

1. Section III. Scope of Services, No. C. 3.
Late April, May or June: (Aeration) Accessible lawn areas may be thoroughly core-aerated. Cores will be pulled at a rate of 6-8 per square foot and be as deep as soil conditions allow. This will be bid as a separate item based upon a per square foot price.

\$_____per square foot
2. Section III. Scope of Services, No. C. 4.
Late April, May or June: (Seeding) Seeding of thin and bare areas at the rate of 6-lbs./1000 square feet may be completed in conjunction with the aeration using an improved turf grass variety seed chosen to blend with the existing turf. This will be bid as a separate item based upon a per square foot price.

\$_____per square foot
3. Section III. Scope of Services, No. C. 5.
September or October: An application of a slow release balanced organic fertilizer at the rate of 2-lbs. N/1000 square feet may take place. This will be bid as a separate item based upon a per square foot price.

\$_____per square foot
4. Section III. Scope of Services, No. C. 6.
November or December: An application of a quick release, nitrogen fertilizer at the rate of 1-lb. N/1000 square feet to promote strong root development throughout the winter and ensure an early spring green-up may take place. This will be bid as a separate item based upon a per square foot price.

\$_____per square foot
5. Section III. Scope of Services, No. C. 7.
Fungicide: Application of fungicide for the control of brown patch, dollar spot or pythium, may take place as conditions dictate. Curative and/or preventive applications may be required. This will be bid as a separate item based upon a per square foot price.

\$_____per square foot

Exhibit A

6. **Section III. Scope of Services, No. E. 1.**
March: Spring irrigation system startup and inspection. This will be bid as a separate item based upon the site tour.

\$_____per month

7. **Section III. Scope of Services, No. E. 2.**
May/June/July/August/September/October: Once monthly inspect, adjust, leak check the irrigation system and verify proper operation to ensure water conservation and adjust irrigation controller. This will be bid as a separate item based upon the site tour.

\$_____per month

8. **Section III. Scope of Services, No. E. 3.**
November: Fall winterization. This will be bid as a separate item based upon the site tour.

\$_____per month

9. **Section III. Scope of Services, No. F. 1.**
Integrated Pest Management (IPM): Manage insect, mite, disease and weed pests utilizing two-step method. This will be bid as a separate item based upon a per square foot price.

\$_____per square foot

Exhibit A

**Attachment C
Vendor Information Form**

VENDOR INFORMATION

Number of employees: Full time _____

Number of employees: Part time: _____

Length of time in business: _____

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

_____**VENDOR CONTACTS**

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

Company Representative: _____

Company Telephone Number (including area code): _____

Emergency Telephone Number (including area code): _____

SUBCONTRACTOR INFORMATION

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

Name: _____

Type of Work: _____

Amount: _____

Portion of work by bidder: _____ %

Portion of work by sub-contractor: _____ %

Exhibit A

**Attachment D
References**

Please provide at least three (3) references for same or similar services as the Town has specified in the bid in the spaces provided below.

Company Name: _____
 Contact Name: _____
 Address: _____

 Phone: _____
 Fax: _____
 Effective Dates: _____
 Description of Services: _____

Company Name: _____
 Contact Name: _____
 Address: _____

 Phone: _____
 Fax: _____
 Effective Dates: _____
 Description of Services: _____

Company Name: _____
 Contact Name: _____
 Address: _____

 Phone: _____
 Fax: _____
 Effective Dates: _____
 Description of Services: _____

Exhibit A

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1431, 89th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 178.006, Local Government Code. A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received: _____	
1 Name of person who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. _____ Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		
4 _____ Signature of person doing business with the governmental entity _____ Date		

Adopted 06/29/2007

Exhibit A

**Town of Flower Mound, Texas
 Bid Certification Form
 Bid No. 2018-56-A Best Value Bid for Municipal Grounds Maintenance**

Company Information

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

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: _____

Addendums

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

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

Certification

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

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

Authorized Representative:

Signature _____ Date _____

Printed Name _____

Title _____

Email Address _____

Exhibit A

EXHIBIT A

INSURANCE REQUIREMENTS
CONSTRUCTION SERVICES

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only. "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Explosion Collapse and Underground (XCU) Coverage.
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
4. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
5. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Exhibit A

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2 Workers Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the Town.

E. ACCEPTABILITY OF INSURERS

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

F. VERIFICATION OF COVERAGE

Contractor shall provide the Town with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

**Town of Flower Mound, Texas
Bid Certification Form
Bid No. 2018-56-A Best Value Bid for Municipal Grounds Maintenance**

Company Information

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

Company Name AMERICAN LANDSCAPE SYSTEMS, INC
 Principal Place of Business Address: 1780 MIDWAY
 Principal Place of Business City, State, Zip: LEWISVILLE TX 75056
 Principal Place of Business Phone Number: 469. 521. 2200
 Principal Place of Business Fax Number: 469 521. 2206
 Remittance Address (if different from above): SAME
 Remittance City, State, Zip: SAME
 Tax Identification No: 01-0559864

Addendums

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

Add. No. 1 BKH Add. No. 2 BKH Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

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

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

Authorized Representative:

Signature

Date

Printed Name

Title

Email Address

JOSEPH ANGELONE
VICE PRESIDENT
ita@americanlandscapesystems.com

Attachment A Bid Pricing Worksheet

Vendor must provide a monthly cost for each individual facility location as listed below in order for your bid to be considered. The monthly cost for each facility location listed below will be all inclusive of services for each facility location as stipulated in Section X.

1.	Animal Services - 3950 Justin Road	\$ <u>990</u> - per month
2.	Fire Station # 1 - 3838 Forums Drive	\$ <u>374</u> - per month
3.	Fire Station # 2 - 4401 Shiloh Road	\$ <u>814</u> - per month
4.	Fire Station # 3 - 2020 Woodhill Drive	\$ <u>286</u> - per month
5.	Library - 3030 Broadmoor Lane	\$ <u>638</u> - per month
6.	Police and Court - 4150 Kirkpatrick Lane	\$ <u>418</u> - per month
7.	Town Hall - 2121 Cross Timbers	\$ <u>1562</u> - per month
8.	Service Center - 1105 Duncan Lane	\$ <u>506</u> - per month
9.	Waste Water Treatment Plant - 1101 Duncan Lane	\$ <u>418</u> - per month
10.	Oak Street Lift Station - 851 Oak Drive	\$ <u>308</u> - per month
11.	Kirkpatrick Lift Station - 5201 Kirkpatrick Lane	\$ <u>242</u> - per month
12.	South Side Lift Station - 101 International Parkway	\$ <u>286</u> - per month
13.	Elevated Water Storage - 3610 Bruton Grand	\$ <u>286</u> - per month
14.	Water Storage - 708 Pintail	\$ <u>286</u> - per month
15.	Elevated Water Storage - 2230 Waketon Road	\$ <u>286</u> - per month
16.	Stone Hill Pump Station - 6200 Stone Hill Farm	\$ <u>418</u> - per month
17.	Community Activity Center - 1200 Gerault Road	\$ <u>1694</u> - per month
18.	Fleet Service Center - 1101 Duncan Lane	\$ <u>330</u> - per month
19.	Fire Station #4 - 4601 Bridlewood Blvd	\$ <u>594</u> - per month
20.	Fire Station #5 - 800 Spinks Road	\$ <u>550</u> - per month
21.	Operations & Maintenance Center - Spinks Road	\$ <u>638</u> - per month
22.	Western Elevated Storage Tank - 4400 Freeman Road	\$ <u>286</u> - per month
23.	Western O&M (Temp Fire Station #6) - 6566 Stonecrest Rd	\$ <u>380</u> - per month
24.	Western Pumping Station - 6600 Stonecrest Rd	\$ <u>380</u> - per month

Exhibit D

25. Senior Center 2701 W. Windsor Road

\$ 500 - per monthTotal Cost \$ 13,520 - per monthGrand Total \$ 114,920 - per year

Grand Total per year should be based on monthly cost multiplied by the number of months service is performed for each location during mowing season March through October. Additional cycles, if required by the Town, will be paid at the monthly rate stated for each location.

Please note that the total price (Items 1 through 25 above) to be paid by the Town of Flower Mound for the services to be provided under this agreement, exclusive of extra costs, will be paid in monthly installments after services have been rendered for the period specified - NO EXCEPTIONS.

ADDITIONAL COSTS

Provide the costs for additional Turf Care and Enhancement Program for the items listed below which may be included upon written approval:

1. Section III. Scope of Services, No. C. 3.
Late April, May or June: (Aeration) Accessible lawn areas may be thoroughly core-aerated. Cores will be pulled at a rate of 6-8 per square foot and be as deep as soil conditions allow. This will be bid as a separate item based upon a per square foot price.

\$.05 per square foot
2. Section III. Scope of Services, No. C. 4.
Late April, May or June: (Seeding) Seeding of thin and bare areas at the rate of 6-lbs./1000 square feet may be completed in conjunction with the aeration using an improved turf grass variety seed chosen to blend with the existing turf. This will be bid as a separate item based upon a per square foot price.

\$.07 per square foot
3. Section III. Scope of Services, No. C. 5.
September or October: An application of a slow release balanced organic fertilizer at the rate of 2-lbs. N/1000 square feet may take place. This will be bid as a separate item based upon a per square foot price.

\$.006 per square foot
4. Section III. Scope of Services, No. C. 6.
November or December: An application of a quick release, nitrogen fertilizer at the rate of 1-lb. N/1000 square feet to promote strong root development throughout the winter and ensure an early spring green-up may take place. This will be bid as a separate item based upon a per square foot price.

\$.006 per square foot
5. Section III. Scope of Services, No. C. 7.
Fungicide: Application of fungicide for the control of brown patch, dollar spot or pythium, may take place as conditions dictate. Curative and/or preventive applications may be required. This will be bid as a separate item based upon a per square foot price.

\$.006 per square foot

Exhibit B

5. Section III. Scope of Services, No. E. 1.
March: Spring irrigation system startup and inspection. This will be bid as a separate item based upon the site tour.
\$ 1265 - per month
7. Section III. Scope of Services, No. E. 2
May/June/July/August/September/October: Once monthly inspect, adjust, leak check the irrigation system and verify proper operation to ensure water conservation and adjust irrigation controller. This will be bid as a separate item based upon the site tour.
\$ 1265 - per month
8. Section III. Scope of Services, No. E. 3.
November: Fall winterization. This will be bid as a separate item based upon the site tour.
\$ 895 - per month
9. Section III. Scope of Services, No. F. 1.
Integrated Pest Management (IPM): Manage insect, mite, disease and weed pests utilizing two-step method. This will be bid as a separate item based upon a per square foot price.
\$ 04 per square foot

Exhibit B

Attachment B
Machinery and Equipment List Worksheet

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

NO. OF UNITS

TYPE OF EQUIPMENT

PLEASE SEE ATTACHED LIST

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

Exhibit B

Available Equipment 2018

Model	Type	Age	Number
Toro 74915	60" ZTR Mower	1-2 Years	11
John Deere	72" ZTR Mower	1-2 Years	2
Toro 74574	48" Walk Behind Mower	1-2 Years	4
Exmark ECS21A5KA	21' Mower	1-2 Years	11
Echo SRM-266E	Edger	1-2 Years	14
REDMAX G225N	Line Trimmer	1-2 Years	19
STIHL HS617	Hedge Trimmer	1-2 Years	10
Echo	Extended Hedge Trimmer	1-2 Years	8
Echo BB-7555T	Blower	1-2 Years	19
Billy Goat	Leaf Vacuum	1 Years	1
Mahindra 4530	Tractor	3 Years	1
Bush Hog	Brush Hog 10'	3 Years	1
Lesco	200 Gallon Tank Sprayer	1-3 Years	2
Z-Max	Z Spray w/ 10' Boom	1-2 Years	2
Kawasaki	Mule	1-3 Years	3
Shindaiwa R576	Spreader	1-2 Years	6
Honda FRC800	Rototiller	1-3 Years	3
Echo	Cultivator	1-2 Years	2

Preventative Maintenance for Lawn Equipment

NOTE: The following information is for informational purposes only. It is not intended to be a substitute for the manufacturer's instructions.

For more information, see the manufacturer's instructions for the equipment.

Always use proper safety practices.

- Always use proper safety practices.

Before each use

- Inspect the equipment for damage.
- Check the oil level and engine oil.

Every 25 hours

- Check the fuel level and engine oil level. Check the oil level and engine oil level.

Every 50 hours

- Check the fuel level and engine oil level. Check the oil level and engine oil level.
- Lubricate the wheels.
- Check the air filter and replace it if necessary.
- Check the engine oil level and replace it if necessary.
- Check the engine oil level and replace it if necessary.
- Check the engine oil level and replace it if necessary.
- Check the engine oil level and replace it if necessary.

Every 100 hours

- Check the engine oil level and replace it if necessary.

Exhibit B

Check for Spark Plug Condition (See Figure 10-10) (See Figure 10-11) (See Figure 10-12)

Check for Spark Plug Condition

1. Remove cover for a cylinder head cover. (See Figure 10-10) (See Figure 10-11) (See Figure 10-12)
2. Stop engine and wait for moving parts to stop.
3. Disconnect spark plug wire.
4. Remove spark plug with appropriate deep socket and clean it with wire brush as it is being removed.
5. Inspect the plug for cracks, damage, or worn electrodes. Replace if necessary.
6. Set the gap on the plug to .010 inches (See owner's manual).
7. Insert the spark plug by hand then firmly tighten it in the socket with a tool. Do not over tighten and break spark plug!
8. Reconnect the spark plug wire.

Service the Spark Plug: An old spark plug may be dirty, pitted, covered in oil, or have worn electrodes. Explain why it is important to keep clean spark plug for better engine performance.

The spark plug should be checked and replaced after 50 operating hours. The type of spark plug to be removed will be listed in the owner's manual.

1. Stop engine and wait for moving parts to stop.
2. Disconnect spark plug wire.
3. Clean debris around the spark plug housing.
4. Remove the spark plug with appropriate deep socket and clean it with wire brush as it is being removed.
5. Inspect the plug for cracks, damage, or worn electrodes. Replace if necessary.
6. Set the gap on the plug to .010 inches (See owner's manual).
7. Insert the spark plug by hand then firmly tighten it in the socket with a tool. Do not over tighten and break spark plug!
8. Reconnect the spark plug wire.

Change the Air Filter: Dust and dirt may clog up the air filter and cause engine trouble. Explain why it is important to change the air filter and improves the performance of your motor.

1. Stop engine and wait for all moving parts to stop.
2. Disconnect spark plug wire.
3. Remove air filter cover.
4. Clean foam pre-cleaner with compressed air or use with water cleaner sheet for gas engines.
5. Remove old paper filter and discard.
6. Insert new paper filter.
7. Replace air filter cover.
8. Reconnect spark plug wire.

Do not try to remove without a filter or pre-cleaner as it may cause damage to the engine.

Do not try to change paper filter. Replace with new one.

Check for Oil Leaks: An oil leak may be caused from a variety of sources. Spark plug housing can be the main leak and usually the leak is minor. It is avoided and proper handling of the motor especially during clean up may help the situation. When running a power saw, oil will be forced out of the motor. The oil will be forced out of the black hose and set in a tray to catch the oil. The oil will be forced out of the motor and set in a tray to catch the oil. The oil will be forced out of the motor and set in a tray to catch the oil. The oil will be forced out of the motor and set in a tray to catch the oil.

Exhibit B

[illegible]

- [illegible]

**Attachment C
Vendor Information Form**

VENDOR INFORMATIONNumber of employees: Full time 150Number of employees: Part time 0Length of time in business: 32 years

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

1780 Midway
Lewisville, TX 75056**VENDOR CONTACTS**

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

Company Representative: Barbra HartCompany Telephone Number (including area code): 972-670-2267Emergency Telephone Number (including area code): 214-801-2040**SUBCONTRACTOR INFORMATION**

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

Name: N/A

Type of Work: _____

Amount: _____

Portion of work by bidder: _____ %

Portion of work by sub-contractor: _____ %

Exhibit B

Attachment D References

Please provide at least three (3) references for same or similar services as the Town has specified in the bid in the spaces provided below.

Company Name: NEBRASKA FURNITURE MART
 Contact Name: ROBERT KINCHELOE
 Address: 5600 NEM DRIVE
THE COLONY, TX
 Phone: 972-668-1013
 Fax:
 Effective Dates: 2014 - Current
 Description of Services: Landscape Maintenance

Company Name: GRANDSCAPE - THE COLONY
 Contact Name: TERRY GILMAN
 Address: GRANDSCAPE BLVD & DESTINATION
THE COLONY, TX
 Phone: 972-624-3130
 Fax:
 Effective Dates: 2014 - Current
 Description of Services: Landscape Maintenance

Company Name: VIRIDIAN HOA
 Contact Name: HOWARD FORTEUS
 Address: COLLINS & BLUE LAKE
ARLINGTON, TX
 Phone: 817-200-6543
 Fax:
 Effective Dates: 2011 - Current
 Description of Services: Landscape Maintenance

Exhibit B

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by HJR 1431, 88th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 70, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 178.006, Local Government Code. A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity <u>AMERICAN LANDSCAPE SYSTEMS, INC</u>	2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3 Name of local government officer with whom filer has employment or business relationship <u>N/A</u> Name of Officer This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		
4 Signature of person doing business with the governmental entity <u>4-10-18</u> Date		

Adopted 06/29/2007

Exhibit D



Contractor Prequalification Form

SCOPE OF WORK: LANDSCAPE, IRRIGATION, HARDSCAPE AND MAINTENANCE

COMPANY INFORMATION

Legal Name of Firm	AMERICAN LANDSCAPE SYSTEMS, INC.		List any DBA's	
Address	1780 MIDWAY ROAD F.W. 150711 TX 75066			
Phone #	(409) 521-2200	Fax #	(409) 521-2206	Contact: JOSEPH I. ANGELONE
E-mail	JIA@AMERICANLANDSCAPESYSTEMS.COM			
Type of Company	☒ Corporation	☐ Partnership	☐ Sole Proprietor	☐ Other
Federal Tax ID #	01-0559864			
Years in Business under present name	31	Ownership of Firm & Percentages: MARIO BEVILACQUA 100%		
Is Firm currently rated with Dun & Bradstreet	☒ Yes	☐ No	If Yes, what is your D&B rating & Number: 00-940-4125	
Current Number of Employees:	In Office: 20	In the Field: 150 FULL TIME		
List all litigation against your firm in the past 5 years (use separate sheet if necessary).	0			
List all insurance claims over \$100,000 in the past 5 years (attach insurance company loss runs)	0			

BONDING, INSURANCE AND SAFETY INFORMATION

Is Subcontractor able to provide bid, payment and performance bonds?	☒ Yes ☐ No	Bond Rate	2%
Bonding Company	DEVELOPERS SURETY & INDEMNITY	A.M. Best Rating:	A
Treasury Listed	☐ Yes ☒ No		
Bonding Agency	MULLIS NEWBY HURST	Contact Name	SANDY RONEY
Phone Number	972-201-0100		
Value of Work Presently Bonded:	Total Bonding Capacity: \$10,000,000		
Insurance Agency Name	VALENTI TROBEC CHANDLER, INC.	Address:	1175 WEST LONG LAKE #200, TROY MI 48068
Insurance Contact Name	GAYLE BOTNER	Phone #:	(248) 828-3377
General Liability Limits:	\$1,000,000 PER OCCURRENCE	2,000,000 AGGREGATE	
Auto Liability Limits:	\$1,000,000 COMBINED SINGLE LIMIT		
WC Employers Liability:	\$1,000,000 \$1,000,000 \$1,000,000		
Umbrella Liability:	\$2,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE		
Does your firm use any Employee Leasing Companies?	☐ Yes ☒ No		
Can your General Liability, Auto and Umbrella policies name General Contractor and Owner as Additional Insured?	☒ Yes ☐ No		
Can your GL, WC and Umbrella policies give Waiver of Subrogation to Contractor and Owner?	☒ Yes ☐ No		
List WC Experience Modifier for past three policy years	1 st Prior Year: 0.70	2 nd Prior Year: 0.70	3 rd Prior Year: 0.90
Does your company have a written safety program and/or policy in place?	☒ Yes ☐ No		
Does your company have a written drug policy?	☒ Yes ☐ No		
Does your company employ a full-time site safety professional?	☒ Yes ☐ No		

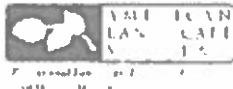
CURRENT MAINTENANCE PROJECTS:

Name of Project	Contracting Company	Contact Name	Contract Number	E-Mail
NEBRASKA FURNITURE MART	NFM TX	ROBERT KINCHELOF	972-668-1043	Robert.Kinchelof@nfm.com
GRANDSCAPE	THE CITY OF THE COLONY	TERRY GILMAN	972-624-3130	tgilman@thecolonytx.gov
VINDIADY HOA	THE NEUMANN COMPANY	HOWARD PORTELS	817-200-6543	hportes@theneumanncompany.com
STONFRIAR PARK HOA	CMA, INC.	DAN ESJEP	972-943-2846	desjep@cmamanagement.com
LEXINGTON COUNTRY	SDR MANAGEMENT	DIANE BARIA	972-960-2800 ext 520	diane@sdhmanagament.com

CURRENT MAINTENANCE STAFF:

Name	Title	Years in Service	Contract Number	E-Mail
BARBARA HART	MAINTENANCE MANAGER & PROPERTY MANAGER	30	972-670-2267	bkh@americanlandscapesystems.com
JORGE CORONA	SENIOR PRINCIPAL	15	214-282-6485	jgc@americanlandscapesystems.com
RYAN BAKER	CHEMICAL APPLICATOR	15	214-620-5797	rlb@americanlandscapesystems.com
DONNIE WOLVERTON	IRRIGATION MANAGER	25	214-476-9167	dww@americanlandscapesystems.com

Exhibit B



Subcontractor Prequalification Form Part II

CSI Trades

Major Trade Description	320000
Territories Geographic Area of Operations	DALLAS FT WORTH METRO AREA

DW MBE Classifications

☐ Minority (MBE)	☐ Women (WBE)	☐ Disadvantaged (DBE)	☐ Veterans	☒ Small Business	☐ Other
Certification Agency:			Certification #:		
Certification Agency:			Certification #:		
Certification Agency:			Certification #:		

Type of Company:

☒ Subcontractor	☐ Supplier	☐ Manufacturers Rep	☐ Manufacturer	☒ Services
---	-----------------------------------	--	---------------------------------------	--

Type of Work

☒ Corporate Office Buildings	☒ Institutional	☒ Hospitality	☒ Hospitals Healthcare	☒ Public Assembly
☒ Correctional Justice	☒ Mercantile	☒ Industrial	☒ Transportation	☒ Residential
☒ High Tech Laboratories	☒ Infrastructure	☒ Design Build Design Assist		

Select Min Contract Size

☒ No Min	☐ \$250,000	☐ \$500,000	☐ \$1,000,000	☐ \$2,500,000	☐ \$5,000,000	☐ \$10,000,000	☐ \$10,000,000
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Select Max Job Size

☐ \$500,000	☐ \$1,000,000	☐ \$5,000,000	☐ \$10,000,000	☒ \$15,000,000	☐ \$25,000,000	☐ \$50,000,000	☐ \$50,000,000
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Select Type of Labor

☐ Union Shop	☐ Open Shop	☐ Prevailing Wages	☐ Open and/or Union Shop	☐ Open and/or Prevailing Wages
-------------------------------------	------------------------------------	---	---	---

% of Self Performed Work	95
Training Program	YES
Avg. Annual Training Hours/Empl	200
ISO Certification	
Certification	

Select Licenses (Licenses will be provided with a signed contract)

Issuing Authority:	TCEQ	License Number:	L10006959	Expiration:	11/01/2016
Other License(s):					

Bank References

Company	Contact	Job	Phone	Fax	E-mail
BANK OF AMERICA	PATTY FRYER	VICE-PRESIDENT	(972) 455-5857	(972) 716-5965	PATRY.FRYER@BNAI.COM

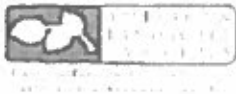
Major Supplier References

Company	Contact	Job	Phone	Fax	E-mail
EWING	TIM LITTLE	SALES MANAGER	(214) 902-9530	(972) 506-0384	TMILLER@EWING.COM
LIVING EARTH	PAUL TOMASO	SALES MANAGER	(972) 869-4332	(972) 869-9498	PTOMASO@LETCOGROUP.COM
RATLIFF HARDSCAPE	BOODER VICKHORTER	SVP	(972) 436-2508	(972) 221-9905	BOVICKHORTER@RATLIFF.COM
TWIN LAKES	BEVERLY NEWMAN	SALES	(903) 567-5722	(903) 567-6909	BNEMAN@TWINLAKESNURSERYTID.COM

Client References

Company	Contact	Job	Phone	Fax	E-mail
NFM SERVICES	MICHAEL FRYERS	PM	(972) 665-2022		MICHAEL.FRYERS@NFM.COM
PDC	JOHN PAPAGOLOS	PRESIDENT	(972) 931-9537		JPAPAGOLOS@PD-COMPANY.COM
JOCK DEVELOPMENT	HOWARD PORTIUS	PARTNER	(817) 200-6543	(817) 200-6308	HPORTIUS@JOCKP.COM

Exhibit B

**Environmental Information**

- Have an Environmental Statement and/or policy? ☒ Check if they Apply
- Have a Waste Reduction and Recycling Program? ☒
- Educate employees and vendors about this Program? ☒
- Participate in the salvage and/or reuse of Waste Materials? ☒
- Have you ever worked on a LEED Certified Project? ☒
- If so, please provide information on types:

LA VALLINCA APARTMENTS IBAT FOUR DEATHY HALL OFFICE TOWER ITURNCLIO

- Utilize recycled content construction materials? ☒
- If so, please provide information on types:

OTHER INFORMATION

- Operated Under any other name? ☐ Yes ☒ No
- (If yes, please Explain)

- Had Previous Ownership? ☐ Yes ☒ No
- (If yes, please Explain)

- Had any liens filed against it by any of its Subcontractors or Suppliers? ☐ Yes ☒ No
- (If yes, please Explain)

- Ever Defaulted on a contract? ☐ Yes ☒ No
- (If yes, please Explain)

- Ever fail to complete a contract? ☐ Yes ☒ No
- (If yes, please Explain)

- Ever been terminated? ☐ Yes ☒ No
- (If yes, please Explain)

- Gone through a bankruptcy or reorganization? ☐ Yes ☒ No
- (If yes, please Explain)

- Had any principals in litigation? ☐ Yes ☒ No
- (If yes, please Explain)

- Any labor law violations? ☐ Yes ☒ No
- (If yes, please Explain)

Exhibit B



Is firm in Compliance with EEOC Requirements?
(If not, please Explain)

Yes No YES

Is firm in Compliance with U.S. Citizenship
& Immigration Services requirements?

Yes No YES

Been found to have committed a serious OSHA violation?
(If yes, please Explain)

Yes No NO

Committed a violation of State, Federal, or Local Laws?
(If yes, please Explain)

Yes No NO

Been declared ineligible to bid on or be awarded a Public Works contract,
or perform as a subcontractor on a Public Works Contract?
(Pursuant to Labor Code 1777.1 or 1777.7)
(If yes, please Explain)

Yes No NO

Been required to pay either back wages or penalties for failure to
comply with State or Federal Prevailing Wage Laws?
(If yes, please Explain)

Yes No NO

Had an apprenticeship Program in place for the past five years?
(If yes, please Explain)

Yes No NO

Exhibit B

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

DONALD L. WOLVERTON

Is hereby licensed as a
LICENSED IRRIGATOR

License Number

Expires

L10008741

04/30/2020



SIGNATURE



EXECUTIVE DIRECTOR

AMERICAN LANDSCAPE SYSTEMS INC. FOLLOWS THIS MANUAL

SAFETY & HEALTH PROGRAM MANUAL

FOR Construction

American Landscape Systems - Client # C988E7

29 USC 651 - The Occupational Safety and Health Act of 1970.

Enacted into Federal Law by the Senate and House of Representatives of the United States of America in Congress assembled.

29 CFR § 1903.1 - The Purpose and Scope of OSHA

The OSH Act requires, in part, that every employer covered under OSHA to furnish to his employees a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees. OSHA also requires that employers comply with occupational safety and health standards and that employees comply with standards, rules, regulations, and orders issued which are applicable to their own actions and conduct.

Key Points of the OSH Act

The United States Congress finds that personal injuries and illnesses arising out of work situations impose a substantial burden upon, and are a hindrance to, interstate commerce in terms of lost production, wage loss, medical expenses, and disability compensation payments.

The United States Congress declares it to be its purpose and policy, through the exercise of its powers to regulate commerce and to provide for the general welfare, to assure so far as possible every working man and woman in the Nation safe and healthful working conditions and to preserve our human resources in the following manner:

- ☆ By encouraging employers and employees in their efforts to reduce the number of occupational safety and health hazards at their places of employment and to stimulate employers and employees to institute new and to perfect existing programs for providing safe and healthful working conditions.
- ☆ By providing that employers and employees have separate but dependent responsibilities and rights with respect to achieving safe and healthful working conditions.
- ☆ By authorizing the Secretary of Labor to set mandatory occupational safety and health standards applicable to businesses affecting interstate commerce.
- ☆ By building upon advances already made through employer and employee initiative for providing safe and healthful working conditions.
- ☆ By providing medical criteria which will assure insofar as practicable that no employee will suffer diminished health, functional capacity, or life expectancy as a result of his work experience.
- ☆ By providing for the development and promulgation (Enacting into Law) of occupational safety and health standards.

- ✧ By providing an effective enforcement program which shall include a prohibition against giving advance notice of any inspection and sanctions for any individual violating this prohibition.
- ✧ By encouraging the States to assume the fullest responsibility for the administration and enforcement of their occupational safety and health laws.
- ✧ By providing for appropriate reporting procedures with respect to occupational safety and health which procedures will help achieve the objectives of OSHA and accurately describe the nature of the occupational safety and health problem.
- ✧ By encouraging joint labor-management efforts to reduce injuries and disease arising out of employment.

29 USC 654 – Duties (The General Duty Clause)

Each employer shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees

Each employer shall comply with occupational safety and health standards promulgated under OSHA.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to OSHA Act which are applicable to his own actions and conduct.

NOTE: From 29 USC 652 "Definitions" – The term "occupational safety and health standard" means a standard which requires conditions, or the adoption or use of one or more practices, means, methods, operations, or processes, reasonably necessary or appropriate to provide safe or healthful employment and places of employment.

Safety Program Procedures

1. Post the General Safety Rules in a prominent area at each location as well as your main facility.
2. Provide a copy of the Safety Program for all workplaces.
3. Add map of facility and evacuation route to the Emergency Response Program.
4. Post the Request for Training in a conspicuous location.
5. Note Accident Investigation Forms are included.
6. Note OSHA Log 300 included.
7. Bloodborne Pathogen section is included (annual training needs to be done for employees).
8. CPR & First Aid section included (this information is general in nature; no individual should ever exceed their level of first aid training).
9. Sample Material Safety Data Sheet included. Be sure to compile MSDS for any chemicals the Company uses and make available to all employees in the office and at the workplace. Your Company is responsible for maintaining a current chemical inventory list.
10. Orientation Checklist - Initial Orientation must be conducted for all employees. (English/Spanish Orientation included). These forms are to be included and signed by all new hires. (Make copies for employees to sign at the orientation meeting.)
11. Safety Meeting Minutes. After any Safety Training, have employees sign the training roster, 3-hole punch the form, and file it in the manual.

Chapter 15 Personal Protective Equipment (PPE)

American Landscape Systems provides the following list of Personal Protective Equipment (PPE) at no cost to all employees and will be used as required by Federal, State, or Local regulations:

All PPE required for job.

Employees can request PPE equipment from Aaron Jaska.

General Policy Requirements

American Landscape Systems has adopted this program for Personal Protective Equipment from OSHA regulation 29 CFR 1910.132 - PERSONAL PROTECTIVE EQUIPMENT.

American Landscape Systems has implemented this safety program to ensure the protection of personnel from hazards on the job that may be safeguarded against by the proper use of Personal Protective Equipment. Aaron Jaska is the supervisor responsible for ensuring the following work practices are enforced:

- ☐ Aaron Jaska will ensure that all employees are properly trained in the recognition and assessment of hazards and hazardous situations, the proper selection and use of personal protective equipment required for the hazard and to avoid, prevent, or abate such hazards.
- ☐ Employees will be trained on initial hiring to use, maintain, clean and disinfect, store, and service PPE properly. Employees will receive refresher training on PPE at least annually, or as work requirements, changing job assignments, changing equipment, or environment warrants it. Any employee who demonstrates a lack of knowledge or understanding of any aspect of PPE use or maintenance will be re-trained. An employee must verify his/her understanding of training content as a condition of employment.
- ☐ Aaron Jaska will do a hazard assessment of each jobsite prior to commencement of work to ascertain if hazards are present or likely to be encountered, what engineering controls may be implemented to minimize hazards, and what PPE is necessary for the performance of the job. Affected employees will be notified of hazards, engineering controls needed, and PPE required.
- ☐ PPE will be provided for all work required by American Landscape Systems and employees are required by Company Policy to use only proper company PPE at all times when required on the job or on company property. Failure to use PPE will result in disciplinary action against the violating employee.
- ☐ PPE will be issued and fitted to each affected employee individually. Employees must demonstrate proficiency in donning and doffing equipment, and proper techniques of cleaning and maintaining their respective equipment.
- ☐ PPE must be used, stored, and maintained in a sanitary condition. All PPE must be cleaned, disinfected, and stored according to manufacturer's recommendations.
- ☐ Defective or damaged PPE will be immediately tagged "OUT OF SERVICE", removed from service, and replaced with serviceable equipment. PPE will be inspected by the individual employee at the beginning of each work shift.



OSHA Personal Protective Equipment Standards

Introduction:

Hazards exist in every workplace in many different forms: sharp edges, falling objects, flying sparks, chemicals, noise and a myriad of other potentially dangerous situations. The Occupational Safety and Health Administration (OSHA) require that employers protect their employees from workplace hazards that can cause injury. Controlling a hazard at its source is the best way to protect employees. Depending on the hazard or workplace conditions, OSHA recommends the use of engineering or work practice controls to manage or eliminate hazards to the greatest extent possible. For example, building a barrier between the hazard and the employees is an engineering control; changing the way in which employees perform their work is a work practice control. When engineering, work practice and administrative controls are not feasible or do not provide sufficient protection, employers must provide "Personal Protective Equipment" (PPE) to their employees and ensure its use. Personal protective equipment, commonly referred to as "PPE", is equipment worn to minimize exposure to a variety of hazards. Examples of PPE include such items as gloves, foot and eye protection, protective hearing devices (earplugs, muffs) hard hats, respirators and full body suits.

This information will help both employers and employees do the following:

- ☐ Understand the types of PPE.
- ☐ Know the basics of conducting a "Hazard Assessment" of the workplace.
- ☐ Select appropriate PPE for a variety of circumstances.
- ☐ Understand what kind of training is needed in the proper use and care of PPE.

The following information is general in nature and does not address all workplace hazards or PPE requirements. The information, methods and procedures in this guide are based on the OSHA requirements for PPE.

Important Note: This guide does not address PPE requirements related to respiratory protection as this information is extensive and is covered in detail in the "Respiratory Protection" Chapter.

Requirement for PPE

To ensure the greatest possible protection for employees in the workplace, the cooperative efforts of both employers and employees will help in establishing and maintaining a safe and healthful work environment.

In general, employers are responsible for:

- ☐ Performing a "hazard assessment" of the workplace to identify and control physical and health hazards.
- ☐ Identifying and providing appropriate PPE for employees.
- ☐ Training employees in the use and care of the PPE.
- ☐ Maintaining PPE, including replacing worn or damaged PPE.
- ☐ Periodically reviewing and evaluating the effectiveness of the PPE program.

In general, employees should:

- ☐ Properly wear PPE.
- ☐ Attend training sessions on PPE.
- ☐ Care for, clean, and maintain PPE.
- ☐ Inform a supervisor of the need to repair or replace PPE.



Safety Equipment Assignment Form with Payroll Deduction Authorization

Employee Name: _____ Emp ID#: _____

NEW HIRE, NEW ISSUE ☐ REPLACEMENT OLD ☐

NOT ISSUED - DOESN'T NEED ☐ REPLACEMENT LOST/STOLEN ☐

My signature below indicates that I have been assigned the following SAFETY EQUIPMENT to be worn during my employment hours with American Landscape Systems, Inc. (ALS):

HARD HAT QTY _____ BELT QTY _____
 SUNGLASSES QTY _____ VEST QTY _____
 GLOVES QTY _____

I understand that these items do not belong to me, but I am accountable for all of the items issued to me. If any of the items are lost or damaged due to my negligence, I will be required to purchase a replacement item from ALS and reimburse ALS for the value of the lost or damaged item. The replacement costs for each of these items is as follows:

Equipment	Qty	Cost
Hard Hat	1	
Safety Glasses	1	
Safety Vest	1	
Gloves	1	
Safety Belt	1	
Total Equipment Replacement Costs	FULL Set	

I also understand that upon my termination, whether voluntary or involuntary, I will be responsible for returning all of these mentioned items or the cost of these items will be deducted from my final paycheck. In the event that my final paycheck does not cover the entire cost of the unreturned items, I agree to pay ALS the remaining balance.

Agreed and Accepted

Signature: _____ Date: _____

Printed Name: _____

ALS Representative: _____ Date: _____

Attachment 22 NEW EMPLOYEE SAFETY ORIENTATION

American Landscape Systems New Hire Orientation Checklist

1) I have read or I have had explained the Safety Policy & Program Summary. I have no further questions regarding:

- ✓ The company's Safety Philosophy.
- ✓ My safety responsibilities as an employee.
- ✓ The disciplinary procedures.

_____Initial

2) I have read or have had explained the Safety Committee portion of the Safety Program.

- ✓ I am aware of who is in charge of safety if I have questions.
- ✓ I am aware of my ability to report my safety concerns to the Safety Coordinator.
- ✓ I am aware that this company is striving to provide a safe working environment and is committed to my safety and ability to inform the company of unsafe working environments with out fear of reprisal.

_____Initial

3) I have read or have had explained the General Safety Rules as pertain to the Safety Program:

- ✓ I am aware of all safety rules and general codes of safe practice.

_____Initial

4) I have read or have had explained the safety policy regarding Machine & Equipment:

- ✓ I am aware that all guards are to be kept in place on all appropriate equipment.
- ✓ I am aware that I am to report missing guards or equipment that needs repaired or could potentially pose a hazard to myself or others.
- ✓ I am aware that I am required to inspect all tools and machines before I operate the equipment.
- ✓ I am aware that I can request training from my supervisor on any piece for equipment that I do not know how to operate safely.
- ✓ I am aware that if I am unsure of how to operate my equipment, tools, or machine safely I am to not operate the equipment until I receive proper training and feel that I can operate the equipment safely.
- ✓ I am aware that any equipment in need of repair or out of compliance is to be reported to my supervisor.

_____Initial

13) I have read or have had explained the Hazard Communication & Material Safety Data Sheet (MSDS) portion of the Safety Program:

- ☒ I understand what a Material Safety Data Sheet is
- ☒ I have been given an orientation on how to read a MSDS
- ☒ I understand that I am to report any Chemical or Hazardous Substance that does not have a label.
- ☒ I understand that I can request further training on MSDS.

_____Initial

14) I have read or have had explained the Personal Protective Equipment portion of the Safety Program:

- ☒ I understand that I am to wear my personal protective equipment as required by this company
- ☒ I am aware of what I am required to wear for personal protective equipment at this company.

_____Initial

15) I am aware of where my company displays all of the required Employee Rights Postings.

_____Initial

16) I am aware of where my Company "Designated Medical Provider" is located.

_____Initial

17) I am aware that the Safety Program may contain additional written safety Programs in place which require additional training (i.e. Confined Spaces, Fall-Protection, Excavation, Ladders, Scaffolding, Lock-Out/Tag-Out, etc.):

- ☒ I understand that I may receive or request further training on any safety issues that may be appropriate for my particular job.
- ☒ If I have not received adequate training or feel that I can not conduct my job safely it is my responsibility to notify my supervisor.

_____Initial

My signature certifies and verifies that I have received an orientation and have received or have read the material mentioned in the Company Safety Program. I understand completely the program and have no questions in regards to Company safety policy. I fully understand and am aware that if I have questions regarding the Company Safety Program or my personal safety, I may inquire of my supervisor for additional information and explanation.

New Hire Name	Signature	Date
Supervisor Name	Signature	Date

WORK REQUEST

American Landscape Systems, Inc.Site Inspection Report

PROPERTY:

Date:

<u>Turf Maintenance</u>	<u>Location(s)</u>
Mow, Trim, Edge	All
Trash, Debris and Waste Removal	All
Overseeding	
Mow, Trim, Edge Overseeded areas	
Fertilizer	
Pre-emergent Weed Control	
Post emergent Weed control Grasses	
Post emergent Weed control Broadleaf	
<u>Shrub, Perennials & Ground Cover</u>	<u>Location(s)</u>
Weed Control	All Beds
Groundcover Control edging	
Pruning/Trimming	
Pest Control	
Trash, Debris and Waste Removal	All Beds
Mulch Application	
Fertilizer	
Pre-emergent weed control	
<u>Tree Care</u>	<u>Location(s)</u>
Pruning: Sucker and Water Sprouts	
Pruning: Winter Pruning	
Fertilizer	
Mulch Application	
Dead Broken Limb Removal	
<u>General Site Maintenance</u>	<u>Location(s)</u>
Trash, Debris and Waste Removal	All
Major Leaf Removal	
Winter Cut back of Perennials	
Winter Cut Back of Hedges and Grasses	
Grounds Inspection	All
<u>Color</u>	<u>Location(s)</u>
Installation	
Fertilize	
Deadhead and Weed Control	

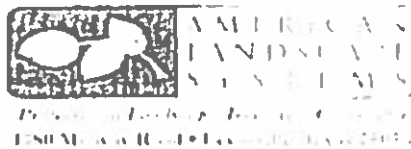
MANAGER NAME/CONTACTED VIA:

ISSUES DISCUSSED:

CORRECTIVE ACTION TAKEN/TO BE TAKEN:

OTHER COMMENTS:

Your American Landscape Systems Representative
 (469) 521-2200 Fax (469) 521-2206



American Landscape Systems Warranty Request Form

PO#/Project No.: _____

Client Requesting Warranty: _____

Confirmed Warranty Period:

Start Date _____ End Date _____

Manager Initiating Warranty: _____

Department:

Landscape	Irrigation	Hardscape	Maintenance	Repair
☐	☐	☐	☐	☐

Projected Cost of Replacement Material: _____

Projected Cost of Labor: _____

Department Manager Signature: _____

Approved ☐ Declined ☐

General Manager Signature: _____

Approved ☐ Declined ☐

Job Completion and Final Acceptance Certificate

Customer Name _____

Job Address _____

Job Description _____

Completion Date _____

This document is to serve as written confirmation that the above referenced job has been accepted and completed to my satisfaction.

All workmanship is warranted for a period of 90 days on perennial plants and 1 year on trees and shrubs, excluding acts of God. from the date of this final acceptance. This warranty will cover any poor workmanship or manufacturer's defect for the term stated above. Any other damage to the job will not be covered.

Printed Name

Signature

Date



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: June 4, 2018

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017, and ending on September 30, 2018, as adopted by Ordinance No. 33-17 and amended by Ordinance No. 46-17 for adjustments to the General Fund, Parks and Recreation Special Activities Fund, Hotel Occupancy Tax Fund, Vehicle and Equipment Replacement Fund, and Technology Replacement Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the second proposed adjustment of the FY 2017-2018 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

General Fund

This budget amendment increases expenditures by \$448,195 in the General Fund. The Legislative Services department will increase by \$19,000 for expenses related to the June 16, 2018, special election. The Community Services department will increase by \$18,155 for the additional cost of the Cultural Arts Master Plan. The Library Services division originally budgeted \$40,000 for the plan. The Police Services department will increase by \$11,040 to fund the software interface between Police's Integrated Computer Systems, Computer Aided Dispatch program and the Emergency Medical and Police Dispatch software. The Information Technology division of the Administrative Services department will increase by \$75,000 to fund the needed upgrade to the Town's TRAKiT software. The Fire and Emergency Services department will increase by \$325,000 to fund additional costs related to the Central Fire Station Renovation project, including an increase in construction costs and improvements to the training room to support the increase in staffing. The department will also need to rent storage and office space during the renovation.

Parks and Recreation Special Activities Fund

In the Parks and Recreation Special Activities Fund, revenues will increase by \$50,000 and expenditures will increase by \$50,000. Increased participation at the Seniors in Motion events and trips, a great number of fitness and cultural arts classes and the number of trips offered has led to greater expenses and revenues.

Hotel Occupancy Tax Fund

In the Hotel Occupancy Tax Fund, revenues will increase by \$225,000 and expenditures will increase by \$225,000 to fund the hotel occupancy tax rebate payments to the Courtyard by Marriot hotel.

Vehicle & Equipment Replacement Fund

In the Vehicle and Equipment Replacement Fund, expenditures will increase by \$23,000 to cover the emergency replacement of a piece of equipment from the Community Services department. Unforeseen repairs expedited the replacement of the equipment.

Technology Replacement Fund

In the Technology Replacement Fund, expenditures will increase by \$25,000 to cover the increased cost of the Town's Microsoft Enterprise Agreement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Expenditure:	Account Number(s):
\$750.00	100-610-10300-5040 Legislative Services
18,250.00	100-610-10300-5110 Legislative Services
18,155.00	100-630-32000-5110 Community Services
11,040.00	100-640-43500-5130 Police Services
75,000.00	100-655-59100-2020 Administrative Services
325,000.00	100-660-63000-6130 Fire and Emergency Services
10,000.00	320-370-00000-2280 Community Services- Seniors in Motion
40,000.00	320-370-00000-5110 Community Services- Seniors in Motion
225,000.00	380-600-86500-5320 Hotel Occupancy Tax
23,000.00	565-450-84500-6110 Vehicle and Equipment Replacement
25,000.00	567-270-84510-2020 Technology Replacement
<u>\$771,195.00</u>	

Proposed Revenue:	Account Number(s):
\$50,000.00	320-4739 Senior Programs
225,000.00	380-4180 Hotel Occupancy Tax
<u>\$275,000.00</u>	

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

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

ATTACHMENTS:

1. Proposed Ordinance

DRAFT MOTION: Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017, and ending on September 30, 2018, as adopted by Ordinance No. 33-17 and amended by Ordinance 46-17 for adjustments to the General Fund, Parks and Recreation Special Activities Fund, Hotel Occupancy Tax Fund, Vehicle and Equipment Replacement Fund, and Technology Replacement Fund.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2017, AND ENDING ON SEPTEMBER 30, 2018, AS ADOPTED BY ORDINANCE NO. 33-17 AND AMENDED BY ORDINANCE NO. 46-17, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, PARKS AND RECREATION SPECIAL ACTIVITIES FUND, HOTEL OCCUPANCY TAX FUND, VEHICLE AND EQUIPMENT REPLACEMENT FUND, AND TECHNOLOGY REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 33-17 on September 18, 2017; and,

WHEREAS, said Annual Budget was amended by Ordinance No. 46-17 on December 18, 2017; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, as heretofore adopted by Ordinance No. 33-17 and amended by Ordinance No. 46-17, is hereby amended to provide for adjustments to the General Fund, Parks and Recreation Special Activities Fund, Hotel Occupancy Tax Fund, Vehicle and Equipment Replacement Fund, and Technology Replacement Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

ORDINANCE NO. _____

PAGE 2**SECTION 3**

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

ORDINANCE NO. _____

PAGE 3

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 4th DAY OF JUNE,
2018.

APPROVED:

MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. _____

PAGE 4

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2017-2018**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, expenditures will increase by \$448,195.00, from \$63,274,532.00 to \$63,722,727. The Legislative Services department will increase by \$19,000 for expenses related to the June 16, 2018 special election. The Community Services department will increase by \$18,155 for the additional cost of the Cultural Arts Master Plan. The Library Services division originally budgeted \$40,000 for the plan. The Police Services department will increase by \$11,040 to fund the software interface between Police's Integrated Computer Systems, Computer Aided Dispatch program and the Emergency Medical and Police Dispatch software. The Information Technology division of the Administrative Services department will increase by \$75,000 to fund the needed upgrade to the Town's TRAKiT software. The Fire and Emergency Services department will increase by \$325,000 to fund additional costs related to the Central Fire Station Renovation project, including an increase in construction costs and improvements to the training room to support the increase in staffing. The department will also need to rent storage and office space during the renovation.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 1,355,499.00	\$ 1,683,854.00	\$ 1,683,854.00	\$ -
Legislative Services	465,385.00	465,385.00	484,385.00	19,000.00
Development Services	2,290,850.00	2,290,850.00	2,290,850.00	-
Community Services	9,629,261.00	9,786,175.00	9,804,330.00	18,155.00
Police Services	13,465,283.00	13,712,659.00	13,723,699.00	11,040.00
Financial Services	3,610,354.00	3,511,078.00	3,511,078.00	-
Administrative Services	5,686,005.00	5,880,905.00	5,955,905.00	75,000.00
Fire and Emergency Services	13,188,451.00	13,830,051.00	14,155,051.00	325,000.00
Communications	698,229.00	698,229.00	698,229.00	-
Non-Departmental Services	4,959,500.00	4,959,500.00	4,959,500.00	-
Public Works	4,776,599.00	4,902,599.00	4,902,599.00	-
Environmental Services	1,545,247.00	1,553,247.00	1,553,247.00	-
Total	\$ 61,670,663.00	\$ 63,274,532.00	\$ 63,722,727.00	\$ 448,195.00

ORDINANCE NO. _____

PAGE 5

REASON FOR ADJUSTING THE PARKS AND RECREATION SPECIAL REVENUE FUND APPROPRIATION:

In the Parks and Recreation Special Activities Fund, expenditures will increase by \$50,000.00, from \$145,800.00 to \$195,800.00. Revenues will also increase by \$50,000.00 from \$145,800.00 to \$195,800.00. Increased participation at the Seniors in Motion events and trips, a great number of fitness and cultural arts classes and the number of trips offered has led to greater expenses and revenues.

<u>Parks & Rec Special Activities Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Community Services	\$ 145,800.00	\$ 145,800.00	\$ 195,800.00	\$ 50,000.00
Total	\$ 145,800.00	\$ 145,800.00	\$ 195,800.00	\$ 50,000.00
Revenues:				
Community Services	\$ 145,800.00	\$ 145,800.00	\$ 195,800.00	\$ 50,000.00
Total	\$ 145,800.00	\$ 145,800.00	\$ 195,800.00	\$ 50,000.00

REASON FOR ADJUSTING THE HOTEL OCCUPANCY TAX FUND APPROPRIATION:

In the Hotel Occupancy Tax Fund, expenditures will increase by \$225,000.00, from \$0.00 to \$225,000.00. Revenues will also increase by \$225,000, from \$22,550.00 to \$247,550.00. Funds will be used for the hotel occupancy tax rebate payments to the Courtyard by Marriot hotel.

<u>Hotel Occupancy Tax Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Hotel Occupancy Tax	\$ -	\$ -	\$ 225,000.00	\$ 225,000.00
Total	\$ -	\$ -	\$ 225,000.00	\$ 225,000.00
Revenues:				
Hotel Occupancy Tax	\$ 22,550.00	\$ 22,550.00	\$ 247,550.00	\$ 225,000.00
Total	\$ 22,550.00	\$ 22,550.00	\$ 247,550.00	\$ 225,000.00

REASON FOR ADJUSTING THE VEHICLE AND EQUIPMENT REPLACEMENT FUND APPROPRIATION:

In the Vehicle and Equipment Replacement Fund, expenditures will increase by \$23,000.00, from \$4,289,295.00 to \$4,312,295.00. Funds will be used to expedite the replacement of a piece of equipment used by the Community Services department.

<u>Vehicle & Equipment Replacement Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Vehicles & Equipment	\$ 2,500,000.00	\$ 4,289,295.00	\$ 4,312,295.00	\$ 23,000.00
Total	\$ 2,500,000.00	\$ 4,289,295.00	\$ 4,312,295.00	\$ 23,000.00

ORDINANCE NO. _____

PAGE 6

**REASON FOR ADJUSTING THE TECHNOLOGY REPLACEMENT FUND
APPROPRIATION:**

In the Technology Replacement Fund, expenditures will increase by \$25,000.00, from \$190,000.00 to \$215,000.00. Funds will be used to cover the increased cost for the Microsoft Enterprise Agreement.

<u>Technology Replacement Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Technology	\$ 190,000.00	\$ 190,000.00	\$ 215,000.00	\$ 25,000.00
Total	\$ 190,000.00	\$ 190,000.00	\$ 215,000.00	\$ 25,000.00



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: June 4, 2018

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2018; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On July 20, 2015, an agreement with Pattillo, Brown & Hill, L.L.P., was approved for one year with an option to renew, at the Town's discretion, for four additional one-year terms. This request is to exercise the third renewal option, and to approve the engagement letter with Pattillo, Brown & Hill, L.L.P., for the fiscal year ending September 30, 2018. Each year a new engagement letter is submitted outlining the rights and responsibilities of both the auditors and Town staff.

The Town Charter requires an independent annual audit to be made of the books and accounts of each and every department. Pattillo, Brown & Hill, L.L.P., has performed the audit for the fiscal year ending September 30, 2017.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$50,785

Proposed Expenditure:	Account Number(s):
\$50,785	100-650-51000-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Engagement letter prepared by Pattillo, Brown & Hill, L.L.P.

DRAFT MOTION: Move to approve the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2018; and authorize the Mayor to execute same on behalf of the Town.



May 18, 2018

Town of Flower Mound
Attention: Tammy Wilson
2121 Cross Timbers Road
Flower Mound, Texas 75028

Dear Town Council and Town Manager:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Town of Flower Mound, Texas, as of September 30, 2018, and for the year then ended, and the related notes to the financial statements, which collectively comprise Town of Flower Mound, Texas' basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major state award programs for the period ended September 30, 2018. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major state award programs.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, pension related information and OPEB funding progress and contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

WACO, TX
401 West Highway 6
Waco, Texas 76710
254.772.4901
www.pbhpea.com

HOUSTON, TX
281.671.6259
RIO GRANDE VALLEY, TX
956.544.7778

TEMPLE, TX
254.791.3460
ALBUQUERQUE, NM
505.266.5904


**Governmental Audit
Quality Center**

- Management's Discussion and Analysis.
- Budgetary Comparison Information.
- TMRS - Schedule of Changes in Net Pension Liability and Related Ratios.
- TMRS - Schedule of Contributions.
- Schedule of OPEB Funding Progress and Contributions

Supplementary information other than RSI will accompany Town of Flower Mound, Texas' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual Statements and Schedules.

Schedule of Expenditures of State Awards

We will subject the schedule of expenditures of state awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of state awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section.
- Statistical Section.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of the State of Texas' Uniform Grant Management Standards (UGMS). Those standards and the State of Texas' Uniform Grant Management Standards (UGMS) require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material

misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Town of Flower Mound, Texas' basic financial statements. Our report will be addressed to the governing body of Town of Flower Mound, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Town of Flower Mound, Texas' major federal and state award programs compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State of Texas' Uniform Grant Management Standards (UGMS), and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State of Texas' Uniform Grant Management Standards (UGMS) and other procedures we consider

necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State of Texas' Uniform Grant Management Standards (UGMS) requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* and the State of Texas' Uniform Grant Management Standards (UGMS) for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State of Texas' Uniform Grant Management Standards (UGMS).

Also, as required by the Uniform Guidance and the State of Texas' Uniform Grant Management Standards (UGMS), we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all state awards expended during the period including state awards and funding increments received prior to December 26, 2014, and those received in accordance with the State of Texas' Uniform Grant Management Standards (UGMS) generally received after December 26, 2014;

5. For preparing the schedule of expenses of federal and state awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and the State of Texas' Uniform Grant Management Standards (UGMS) requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal and state award programs;
8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
12. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year periods under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
14. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
15. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited

financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to any nonattest services we perform, such as preparation of financial statements and related note disclosures and the schedule of expenditures of state awards, the entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees and Timing

We will schedule the engagement based in part on deadlines, working condition, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	August/September 2018
Mail confirmations	September 2018
Perform year-end audit procedures	January 2019
Issue audit reports	March 2019

John K. Manning is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, L.L.P.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$50,785. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to investment information. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal and state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit

documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

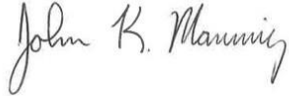
- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major state award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Pattillo, Brown & Hill, L.L.P.



John K. Manning, CPA
Waco, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Town of Flower Mound, Texas by:

Name: _____

Title: _____

Date: _____



CPAs & Advisors

SYSTEM REVIEW REPORT

October 21, 2016

To the Partners of
Pattillo, Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP in effect for the year ended May 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo, Brown & Hill, LLP has received a peer review rating of *pass*.

Haddox Reid Eubank Betts PLLC



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: June 4, 2018

FROM: Tiffany Bruce, P.E., Executive Director of Public Works

ITEM: Consider approval of an Interlocal Agreement with the Town of Argyle, for Argyle to utilize a Flower Mound sanitary sewer main, for the transportation of sewage produced from, plus or minus 92 residential lots, located in the Canyon Falls subdivision, in either Argyle or the extraterritorial jurisdiction of Argyle to the Trinity River Authority (TRA) Meter Station 3.0GG.

BACKGROUND INFORMATION: During the preliminary design phase for a section of Canyon Falls that is located within the Town of Argyle, it was determined there was an area that could not be serviced by gravity sewer into the Trinity River Authority (TRA) sewer system as originally planned and a lift station would be required.

After further study, it was determined that this area could be serviced through the Town of Flower Mound existing collection system to the TRA sewer system by gravity. This option would require the cooperation of Flower Mound and the installation of a flow meter to measure the flows prior to the point of discharge into Flower Mound's system. It was determined that this option would be a more cost effective option over a lift station for the developer and the Town of Argyle. It was also determined that Flower Mound's lines had the capacity to handle the additional flows. It was also determined that TRA was receptive to the redirection of flows from the Argyle meter station to the Flower Mound TRA metering station and the Flower Mound metering station could handle the increase in flows.

The total cost of the design, construction and maintenance of the meter station would be the responsibility of Argyle and the station would be located in Argyle. Flower Mound will review and approve all plans associated with any line improvements located in Flower Mound and maintain such lines after they have been constructed and accepted by the Town. The Agreement outlines the procedure for annual calibration of the meter to insure accuracy and the methodology that will be used to measure the monthly flows and monthly billing to Argyle for payment.

ALTERNATIVES/OPTIONS: If the agreement is not approved, Argyle will need to pursue a lift station for handling the development sanitary sewer flows.

FISCAL IMPACT: N/A

LEGAL REVIEW: George Staples, of Taylor, Olson, Adkins, and Elam L.L.P, has reviewed the lease agreement as to form and legality.

ATTACHMENTS:

1. Interlocal Agreement

DRAFT MOTION: Move to approve an Interlocal Agreement with the Town of Argyle, for Argyle to utilize a Flower Mound sanitary sewer main, for the transportation of sewage produced from, plus or minus 92 residential lots, located in the Canyon Falls subdivision, in either Argyle or the extraterritorial jurisdiction of Argyle to the Trinity River Authority (TRA) Meter Station 3.0GG.

STATE OF TEXAS)

)

COUNTY OF DENTON)

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the Town of Flower Mound, Texas ("Flower Mound"), and the Town of Argyle, Texas ("Argyle"):

WHEREAS, Flower Mound and Argyle desire to enter into an agreement for Argyle to utilize a Flower Mound sanitary sewer main for transportation of sewage produced from 92 +/- residential lots in the Canyon Falls subdivision located in either Argyle or the extraterritorial jurisdiction of Argyle to the Trinity River Authority ("TRA") Meter Station 3.0GB as depicted on Exhibit A hereto; and

WHEREAS, the Texas Interlocal Cooperation Act, contained in Chapter 791 of the Texas Government Code, authorizes Texas local governments to contract with one or more other local governments to perform governmental functions and services under the terms of said Act; and

WHEREAS, Flower Mound and Argyle desire to enter into this Agreement so that each party's obligations are sufficiently detailed so that each party fully understands the undertakings contemplated by this Agreement; and

WHEREAS, the undertaking contemplated by this Agreement is the installation of a flow meter by Argyle prior to the point where the Argyle sanitary sewer connects to the Flower Mound sewer Main, depicted as "Argyle Meter Station" on Exhibit A, the regular calibration by Argyle of such flow meter, and the payment by Argyle to Flower Mound for

sewage transported through Flower Mound's sewer main to the TRA Meter Station 3.0GB, the maintenance and replacement of the Argyle Meter Station as necessary with provisions for minimal flow payments calculated by formula, for access by Flower Mound to such flow meter and for termination of the rights under this agreement if the terms of this agreement are not met:

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by Flower Mound and Argyle for and in consideration of the foregoing premises and the mutual covenants contained hereinafter, the sufficiency of which are hereby acknowledged by the parties:

1. FLOWER MOUND

Flower Mound agrees to allow the City of Argyle access to the Town of Flower Mound's wastewater collection system for the purpose of transporting wastewater flows being generated by 92 +/- residential lots, located in a portion of the Canyon Falls Development in the ETJ of the Town of Argyle, to the Trinity River Authority Meter Station 3.0GB. The area to be served is 49.5 acres located north of the Flower Mound Town Limits and west Stonecrest Road as depicted on Exhibit A hereto.

Flower Mound agrees to oversee the review/approval of plans and installation of that portion of the line connection to the Flower Mound wastewater collection system located within the Flower Mound Town Limits. Flower Mound will also be

responsible for the maintenance of the line once it has been installed and accepted by Flower Mound.

2. ARGYLE

Argyle agrees to oversee the review/approval of plans and installation of the flow meter and associated wastewater collection lines by others located in Argyle north of Flower Mound Town Limits and prior to the point of connection to the Flower Mound wastewater collection system. Upon installation and acceptance of the flow meter and associated wastewater collection lines by Argyle, ownership will be transferred to Argyle. The flow meter is designated on Exhibit A hereto as "Argyle Meter Station."

3. MAINTENANCE

Argyle agrees to maintain the flow meter and replace it in the future as needed to maintain a reliable and accurate flow readings. Argyle agrees to calibrate the meter on a minimum of an annual basis and provide the results to Flower Mound.

Argyle shall be responsible for the oversight of any reading, calibration or adjustment of the metering equipment. The reading, calibration or adjustment of the metering equipment shall be done by employees or agents of Argyle or by other mutually agreed to third party Calibration Agent in the presence of representatives of Flower Mound and Argyle, if so requested by Flower Mound.

If additional calibrations are requested by Flower Mound over the agreed to annual basis, then the following payment procedure will be used. Corrections to the calibration that are inside the plus or minus 5% range will be paid for by the Town of Flower Mound. Corrections to the calibration that are outside the plus or minus 5% range will be paid for by the Town of Argyle.

4. ACCESS

Argyle agrees to grant Flower Mound access to the flow meter for inspection. The inspections will be coordinated with Argyle at times that are mutually convenient to both parties.

5. TOWN OF FLOWER MOUND ; PAYMENT

Argyle and Flower Mound mutually agree that Argyle will determine the monthly flows utilizing the methodology, as outlined in paragraph 6. Monthly Flow Readings, and will then provide the flow readings to Flower Mound. The flow readings will be completed the first working day of each month and then provided to Flower Mound within 3 working days. Upon receipt of the monthly flow readings Flower Mound will determine the monthly billing based upon the current TRA rate structure and will provide Argyle with an invoice for payment. Payment shall be made in a timely manner but no later than 30 days from the date of the invoice.

6. INITIAL FLOWS

In anticipation that the initial flows will be less than the minimum flow reading capability of the flow meter, the flows will be calculated based upon the following formula: (100 gallons/person/day) X (3.2 persons/house). This formula will be utilized until the measured metered average daily flows reach 2 gpm. If at any time in the future the flow meter is off line, estimated flows shall be determined by utilizing the average of the gallons of wastewater billed for the prior three months to obtain a daily average which shall be applied to the days for which the meter was not working.

7. EXCLUSIVE RIGHT

Argyle will have the exclusive right to discharge wastewater into the Flower Mound sewer served by the Argyle flow meter, as contemplated by this Agreement and once constructed, and no capacity may be allocated or used by anyone other than Argyle and in accordance with this Agreement.

8. GOVERNMENTAL REGULATION

Both Flower Mound and Argyle acknowledge that this Agreement and the services contemplated herein will be subject to all valid and applicable laws, rules and regulations of the United States, the State of Texas or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them. Consequently, Flower Mound and Argyle will cooperate with each other in good faith at all times to assure compliance with any such governmental

requirements where noncompliance or non-cooperation by a party might subject the other party to penalties, loss of grants or other funds, or other adverse regulatory action.

9. TERMINATION, NOTICE

Should either party to this agreement fail to meet their responsibilities hereunder, the other party may terminate this agreement upon 90 days written notice. Notice shall be given by mail or delivery as follows:

To Flower Mound:

Town Manager

Town of Flower Mound

2121 Cross Timbers Road

Flower Mound, Texas 75028

To Argyle:

Town Manager

Town of Argyle

308 Denton Street

Argyle, Texas 76226

10. NO ASSIGNMENT; AMENDMENT

This Agreement may not be assigned. This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and this Agreement may not be amended except by an agreement in writing signed by the parties hereto, and approved by the respective governing bodies.

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11. ENFORCEMENT

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue for any action related hereto shall lie exclusively in Denton County, Texas.

12. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be binding on the party executing and all of which shall be deemed originals, but such counterpart copies shall constitute one and the same instrument.

13. MEDIATION

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

14. TERM

Unless terminated pursuant to the express terms contained herein, this Agreement will continue in force and effect through December 31, 2037, and thereafter Argyle will have the right to the continued use of the Flower Mound sewer line hereunder for the useful life of the line, unless such term is modified upon mutual agreement of the parties hereto.

15. EFFECTIVE DATE

This Agreement shall be effective upon the date of passage by the Flower Mound Town Council and the Argyle Town Council, whichever is later.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS ON THE _____ DAY OF _____, 2018.

TOWN OF FLOWER MOUND, TEXAS:

Thomas A. Hayden, Mayor

ATTEST:

Theresa Scott, Town Secretary

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE Town OF ARGYLE,
TEXAS, ON THE _____ DAY OF _____, 2018.**

TOWN OF ARGYLE, TEXAS:

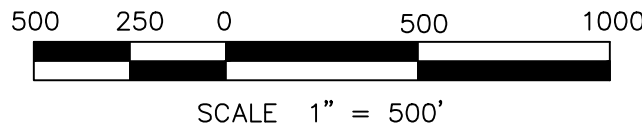
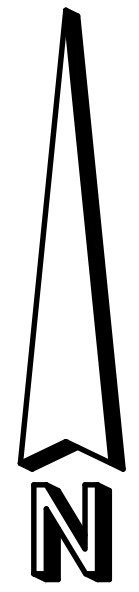
Donald Moser, Mayor

ATTEST:

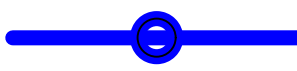
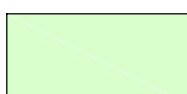
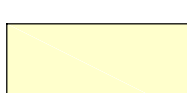
Kristi Gilbert, Town Secretary

Exhibit A

“Canyon Falls Argyle – Flower Mound Interlocal Sanitary Sewer Exhibit”

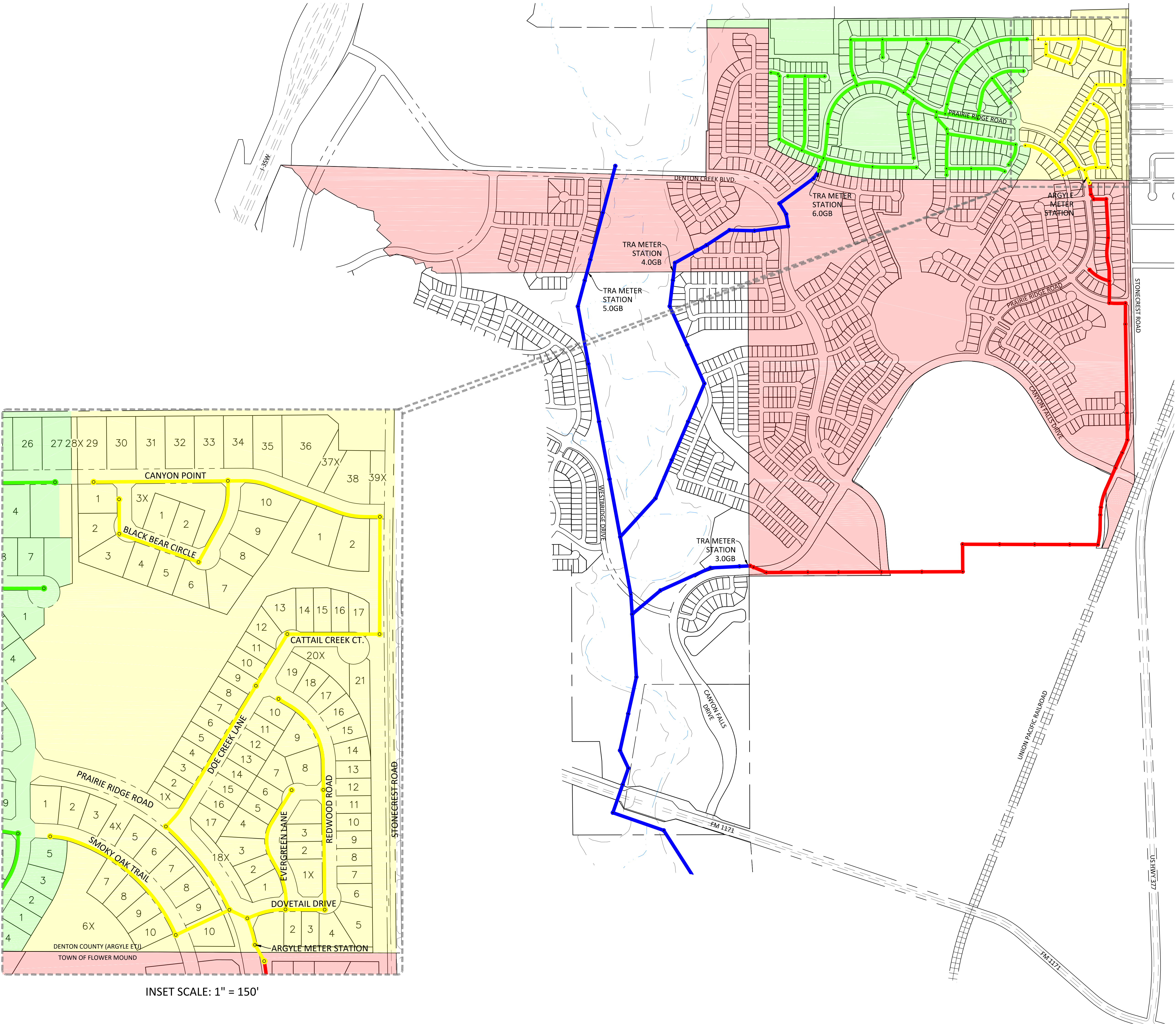


LEGEND

-  SANITARY SEWER - TRA
-  SANITARY SEWER - ARGYLE
-  SANITARY SEWER - FLOWER MOUND
-  SANITARY SEWER - ARGYLE TO FLOWER MOUND INTERLOCAL
-  ARGYLE SERVICE AREA
-  FLOWER MOUND SERVICE AREA
-  ARGYLE TO FLOWER MOUND INTERLOCAL SERVICE AREA

CANYON FALLS ARGYLE - FLOWER MOUND INTERLOCAL SANITARY SEWER EXHIBIT A

April 3, 2017



INSET SCALE: 1" = 150'



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: June 4, 2018

FROM: David Bauer, Construction Manager

ITEM: Consider approval of Change Order No. 1 for an increase of \$51,789.00, and final acceptance of the Heritage Park of Flower Mound Phase III project, with Northstar Construction LLC, authorization for final payment in the amount of \$166,274.51; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION:

The Heritage Park of Flower Mound Phase III project is complete. This item provides for Change Order No. 1 and final project acceptance, a final payment of \$166,274.51, consisting of \$76,789.00 of work completed, and \$89,485.51 of retainage, for a total contract amount of \$1,866,499.00.

FISCAL IMPACT: \$166,274.51

Proposed Expenditure:	Account Number(s):
\$166,274.51	317-110-90707

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

ATTACHMENTS:

1. Final Contract Estimate for Payment
2. Contractor's Estimate for Payment
3. Consent of Surety
4. Affidavit of Bills Paid

DRAFT MOTION: Move to approve Change Order No. 1 for an increase of \$51,789.00, and final acceptance of the Heritage Park of Flower Mound Phase III project, with Northstar Construction LLC, authorize final payment in the amount of \$166,274.51; and authorize the Mayor to execute same on behalf of the Town.

CHANGE ORDER

Effective Date: Effective on the date of execution by the Mayor

Owner: Town of Flower Mound

Contractor: Northstar Construction
2112 Solana Street
Fort Worth, TX 76117

Project: Heritage Park Phase III

CHANGE ORDER NO. 1 AND FINAL ACCEPTANCE

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:

Bid Item No.	Description	Add/ Deduct	Quantity	Unit	Price	Extended Amount
16	Additional Sidewalk at Restroom, Picnic Pad and Pavilion	ADD	897	SF	\$6.00	5,382.00
O3	Allowance for Sculpture	DEDUCT	1	LS	(\$25,000.00)	(25,000.00)
CO1-A	Temporary Construction Fence	ADD	1	LS	\$4,540.00	4,540.00
CO1-B	Revise Pavilion per Town Staff	DEDUCT	1	LS	(\$2,600.00)	(2,600.00)
CO1-C	Additional Louvers and Vents on Cistern	ADD	1	LS	\$1,750.00	1,750.00
CO1-D	Add Exhaust Fan on Cistern	ADD	1	EA	\$3,475.00	3,475.00
CO1-E	Revise Erosion Restoration Channel per Town Staff	ADD	1	LS	\$17,760.00	17,760.00
CO1-F	Increase Size of Chlorine Feeder as Needed per Town Staff	ADD	1	LS	\$1,875.00	1,875.00
CO1-G	Add Hose Bib in Mechanical Room at Cistern	ADD	1	LS	\$285.00	285.00
CO1-H	Add retaining Wall by Existing Rest Room for Erosion Swale	ADD	1	LS	\$1,980.00	1,980.00
CO1-I	Change Boulders to Shotcrete in Splash Pad Environment	ADD	1	LS	\$3,710.00	3,710.00
CO1-J	Lower 2 Y Inlets per Revised Grading per Town Staff	ADD	2	LS	\$137.50	275.00

CO1-K	Add Bronze Plaque to be embedded into Boulder (NIC)	ADD	1	LS	\$3,120.00	3,120.00
CO1-L	Pressure Wash and Stain existing Pavilion Foundation (NIC)	ADD	1	LS	\$3,590.00	3,590.00
CO1-M	Provide and Install Dumpster Gate (NIC)	ADD	1	LS	\$3,450.00	3,450.00
CO1-N	Grills on Concrete Pad	ADD	1	LS	\$2,445.00	2,445.00
CO1-O	Concrete Curb & Pathway	ADD	1	LS	\$1,185.00	1,185.00
CO1-P	River Cobble Flume Extension	ADD	23.2	SF	\$200.00	4,640.00
CO1-Q	Irrigation, Landscape & Mow strip Changes	ADD	1	LS	\$18,273.00	18,273.00
CO1-R	Delete Cistern Exterior Paint	DEDUCT	1	LS	(\$2,000.00)	(2,000.00)
CO1-S	Install Solar Lights (NIC)	ADD	10	EA	\$1,774.00	17,740.00
CO1-T	Change from Seeding to Block Sod	ADD	12500	SF	\$0.42	5,250.00
CO1-U	Install Bollards with Gate (NIC)	ADD	1	LS	\$1,580.00	1,580.00
CO1-V	Mount Chairs in Splash Pad (NIC)	ADD	1	LS	\$845.00	845.00
CO1-W	Seal Joints in Pavilion Seating Area (NIC)	ADD	1	LS	\$695.00	695.00
CO1-X	Delete Parking Lot Paving Quantity on Bid Form Incorrect	DEDUCT	2807	SF	(\$8.00)	(22,456.00)
						51,789.00
Original Contract Price						1,814,710.00
Change Order No. 1						51,789.00
Revised Contract Price						1,866,499.00

Bid Item No. JUSTIFICATION

16 Provides for additional ADA compliant sidewalk at restroom, picnic pad and pavilion not in contract.

17-A Deducts incorrect amount recorded on the bid tabulation form.

CO1-A Provides for temporary construction fence to prevent the public from entering the active construction zone.

CO1-B Revise pavilion to fit the existing grade beams on slab on grade without extensive demolition.

CO1-C Add additional vents as requested by Town staff operating the equipment in cistern - a confined space.

CO1-D Provides for additional powered ventilation fans to equipment room per Town staff.

CO1-E Revises erosion swale with a more permanent solution using concrete and river rock per Town staff.

CO1-F Provides for a 150 gallon chlorine feeder in lieu of a 50 gallon chlorine feeder per Town staff.

CO1-G Adds a hose bib to the equipment room for washing everything down within the equipment room.

CO1-H Provides a permanent solution to erosion with a retaining wall at the walk to the restroom drinking fountain.

CO1-I Provides for synthetic boulders that custom fit all elements within the splash pad.

CO1-J Provides for lowering two existing y inlets that will help with proper drainage in the area.

CO1-K Provides for a bronze dedication plaque omitted in the contractor documents.

CO1-L Pressure wash and install two seal coats on pavilion pad to bring out the original color of stained concrete.

CO1-M Provides for dumpster posts and gates to the existing dumpster enclosure.

CO1-N Furnish and install two new grills on a concrete pad requested by park staff.

CO1-O Provides for a curb on existing trail that will channel water away from existing playground.

CO1-P Provides for additional erosion flume capturing water during heavy rain storms minimizing further erosion.

CO1-Q Provides for additional landscaping, irrigation and mow strip that enhances the appearance of the cistern.

CO1-R Removes the exterior paint from the galvanized cistern which does not require a coating.

CO1-S Provides for installation of resident provided solar parking lot lighting.

CO1-T Provides for block sod in areas that called for seed to speed a dense turf that will handle heavy rain.

CO1-U Paving quantities were not accurate on bid tab. We did not require any additional parking lot pavement.

CO1-V Mount accent chairs to the deck with brackets and anchor bolts

CO1-W Pavement joints at the outdoor pavilion to be sealed for maintenance free upkeep.

CO1-X Delete paving quantities as this was not the correct quantity on the bid form.

Original Substantial Completion Days
 Change Order No. 1 Additional Days
 Revised Substantial Completion Days

240.00
45.00
285.00

Original Final Completion Days
 Change Order No. 1 Additional Days
 Revised Final Completion Days

282.00
45.00
327.00

Recommended
for Approval

David Bauer
Construction Manager

Date

5.9.18

Contractor

Date

Michael A. Heimlich 5/9/18

PRESIDENT
Contractor Title

Approved

Thomas E. Hayden
Mayor, Town of Flower Mound

Date

CONTRACT ESTIMATE FOR PAYMENT

Project: Heritage Park of Flower Mound Phase III Estimate No.: 11 & 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
1	Clearing, grubbing and removal in accordance with plans & specs, complete and in place	LS	1	\$ 52,000.00	\$ 52,000.00	1.00	0.00	1.00	\$ 52,000.00	\$ -	\$ 52,000.00	100.00%
2	Erosion Control SWPP Plan in accordance with plans ans specs but not limited to: 1. Maintenance, inspection and repair as needed for the duration of the job. 2. TCEQ requirements 3. SWPP Plan, silt fence, inlet protection, construction entrances, & any other BMP indicated on the plans & specs as required by the Town of Flower Mound	LS	1	\$ 10,000.00	\$ 10,000.00	1.00	0.00	1.00	\$ 10,000.00	\$ -	\$ 10,000.00	100.00%
3	Site Preparation including demolition and removal of existing concrete paving in accordance with plans and specs	LS	1	\$ 47,000.00	\$ 47,000.00	1.00	0.00	1.00	\$ 47,000.00	\$ -	\$ 47,000.00	100.00%
4	Erosion Restoration Area, in its entirety, but not limited to the following: 1. Earthwork & fine grading 2. Planting installation 3. 3" Hardwood Mulch 4. Bed Preparation 5. Boulder Import & Installation 6. Boulder Relocation from on-site source in accordance with the plans & specs	EA	1	\$ 80,000.00	\$ 80,000.00	1.00	0.00	1.00	\$ 80,000.00	\$ -	\$ 80,000.00	100.00%
5	Shade Sail Structure (including sail, installation, post and footings) in accordance with plans and specs	LS	1	\$ 57,000.00	\$ 57,000.00	1.00	0.00	1.00	\$ 57,000.00	\$ -	\$ 57,000.00	100.00%
6	Trellis Shade Structure (including trellis, installation, decorative metal panels) in accordance with plans & specs	LS	1	\$ 53,000.00	\$ 53,000.00	1.00	0.00	1.00	\$ 53,000.00	\$ -	\$ 53,000.00	100.00%
7	Irrigation System (including tap, meter, meter vault, RIP device) in accordance with plans and specs	LS	1	\$ 87,000.00	\$ 87,000.00	1.00	0.00	1.00	\$ 87,000.00	\$ -	\$ 87,000.00	100.00%
8	Solid Sod around disturbed area of splash pad and erosion restoration (entire base bid area where indicated) in accordance with plans and specs	LS	1	\$ 5,000.00	\$ 5,000.00	1.00	0.00	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	100.00%
9	5 1/2" Concrete Sidewalk paving on compacted subgrade, in accordance with plans and specs	LS	1	\$ 3,378.00	\$ 3,378.00	1.00	0.00	1.00	\$ 3,378.00	\$ -	\$ 3,378.00	100.00%
10	Electrical installation for base bid items in its entirety, in accordance with plans and specs	LS	1	\$ 95,000.00	\$ 95,000.00	1.00	0.00	1.00	\$ 95,000.00	\$ -	\$ 95,000.00	100.00%
11	Split-rail Fence & Splash Pad Entry Gate in its entirety, in accordance with plans and specs	LS	1	\$ 60,000.00	\$ 60,000.00	1.00	0.00	1.00	\$ 60,000.00	\$ -	\$ 60,000.00	100.00%
12	Splash Pad, in its entirety, but not limited to the following: 1. We Play equipment 2. Piping 3. Drains 4. Controller 5. Wet Play surfacing 6. Filtration System 7. Flagstone paving 8. Enhanced paving 9. Pump house structure (cistern) 10. Boulders in place 11. Artificial Rock 12. Earthwork 13. Subgrade preparation under splash pad 14. All Utilities (associated with the splash pad) as indicated on the plans & specs 15. Landscape Plantings inside split-rail fence (includes shrubs & groundcovers, 3" hardwood mulch, & bed prep) in accordance with the plans & specs	LS	1	\$ 790,000.00	\$ 790,000.00	1.00	0.00	1.00	\$ 790,000.00	\$ -	\$ 790,000.00	100.00%
13	Premanufactured Restroom Building including: 1. Delivery 2. Installation 3. Electrical service & power supplied to building as shown on the plans 4. All Utilities as required and indicated in the plans & specs, in accordance with the plans & specs	LS	1	\$ 90,000.00	\$ 90,000.00	1.00	0.00	1.00	\$ 90,000.00	\$ -	\$ 90,000.00	100.00%
14	5 1/2" Concrete Parking on 6" treated subgrade in accordance with plans and specs	SF	4,624.00	\$ 7.00	\$ 32,368.00	4624.00	0.00	4624.00	\$ 32,368.00	\$ -	\$ 32,368.00	100.00%
15	7" Concrete fire lane on 6" treated subgrade, in accordance with plans & specs	SF	9,807.00	\$ 8.00	\$ 78,456.00	9807.00	0.00	9807.00	\$ 78,456.00	\$ -	\$ 78,456.00	100.00%
16	5 1/2" Concrete Sidewalk paving compacted subgrade, in accordance with the plans & specs	SF	4,966.00	\$ 6.00	\$ 29,796.00	4069.00	897.00	4966.00	\$ 24,414.00	\$ 5,382.00	\$ 29,796.00	100.00%
17	Solid Sod as shown on the drawings in accordance with plans & specs	SY	1,042.00	\$ 7.00	\$ 7,294.00	1042.00	0.00	1042.00	\$ 7,294.00	\$ -	\$ 7,294.00	100.00%
18	Parking Lighting as shown on the drawings in accordance with plans & specs	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	0.00	1.00	\$ 20,000.00	\$ -	\$ 20,000.00	100.00%
	OPTIONS											
O1	Rustic Pavilion/Outdoor Seating Including: 1. Pavilion w/lighting 2. Structural piers at each column 3. Stone pilasters at base of columns 4. Sidewalk to outdoor seating area 5. Outdoor seating area slab 6. Benches 7 Landscape screening & irrigation 8. Turf & irrigation adjacent to sidewalk 9. Associated earthwork	LS	1.00	\$ 172,600.00	\$ 172,600.00	1.00	0.00	1.00	\$ 172,600.00	\$ -	\$ 172,600.00	100.00%
O2	Area inside sidewalk loop adjacent to the existing pavilion: 1. Solid Sod area 2. Irrigation for entire sodded area	LS	1.00	\$ 25,200.00	\$ 25,200.00	1.00	0.00	1.00	\$ 25,200.00	\$ -	\$ 25,200.00	100.00%
O3	Allowance for sculpture	LS	0.00	\$ 25,000.00	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
CO1-A	Temporary Construction Fence	LS	1.00	\$ 4,540.00	\$ 4,540.00	0.00	1.00	1.00	\$ -	\$ 4,540.00	\$ 4,540.00	100.00%
CO1-B	Revise Pavilion per Town Staff	LS	1.00	\$ (2,600.00)	\$ (2,600.00)	0.00	1.00	1.00	\$ -	\$ (2,600.00)	\$ (2,600.00)	100.00%
CO1-C	Additional Louvers and Vents on Cistern	LS	1.00	\$ 1,750.00	\$ 1,750.00	0.00	1.00	1.00	\$ -	\$ 1,750.00	\$ 1,750.00	100.00%
CO1-D	Add Exhaust Fan on Cistern	EA	1.00	\$ 3,475.00	\$ 3,475.00	0.00	1.00	1.00	\$ -	\$ 3,475.00	\$ 3,475.00	100.00%
CO1-E	Revise Erosion Restoration Channel per Town Staff	LS	1.00	\$ 17,760.00	\$ 17,760.00	0.00	1.00	1.00	\$ -	\$ 17,760.00	\$ 17,760.00	100.00%
CO1-F	Increase Size of Chlorine Feeder as Needed per Town Staff	LS	1.00	\$ 1,875.00	\$ 1,875.00	0.00	1.00	1.00	\$ -	\$ 1,875.00	\$ 1,875.00	100.00%
CO1-G	Add Hose Bib in Mechanical Room at Cistern	LS	1.00	\$ 285.00	\$ 285.00	0.00	1.00	1.00	\$ -	\$ 285.00	\$ 285.00	100.00%

CONTRACT ESTIMATE FOR PAYMENT

Project: Heritage Park of Flower Mound Phase III Estimate No.: 11 & 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
CO1-H	Add retaining Wall by Existing Rest Room for Erosion Swale	LS	1.00	\$ 1,980.00	\$ 1,980.00	0.00	1.00	1.00	\$ -	\$ 1,980.00	\$ 1,980.00	100.00%
CO1-I	Change Boulders to Shotcrete in Splash Pad Environment	LS	1.00	\$ 3,710.00	\$ 3,710.00	0.00	1.00	1.00	\$ -	\$ 3,710.00	\$ 3,710.00	100.00%
CO1-J	Lower 2 Y Inlets per Revised Grading per Town Staff	LS	2.00	\$ 137.50	\$ 275.00	0.00	2.00	2.00	\$ -	\$ 275.00	\$ 275.00	100.00%
CO1-K	Add Bronze Plaque to be embedded into Boulder (NIC)	LS	1.00	\$ 3,120.00	\$ 3,120.00	0.00	1.00	1.00	\$ -	\$ 3,120.00	\$ 3,120.00	100.00%
CO1-L	Pressure Wash and Stain existing Pavilion Foundation (NIC)	LS	1.00	\$ 3,590.00	\$ 3,590.00	0.00	1.00	1.00	\$ -	\$ 3,590.00	\$ 3,590.00	100.00%
CO1-M	Provide and Install Dumpster Gate (NIC)	LS	1.00	\$ 3,450.00	\$ 3,450.00	0.00	1.00	1.00	\$ -	\$ 3,450.00	\$ 3,450.00	100.00%
CO1-N	Grills on Concrete Pad	LS	1.00	\$ 2,445.00	\$ 2,445.00	0.00	1.00	1.00	\$ -	\$ 2,445.00	\$ 2,445.00	100.00%
CO1-O	Concrete Curb & Pathway	LS	1.00	\$ 1,185.00	\$ 1,185.00	0.00	1.00	1.00	\$ -	\$ 1,185.00	\$ 1,185.00	100.00%
CO1-P	River Cobble Flume Extension	SF	23.20	\$ 200.00	\$ 4,640.00	0.00	23.20	23.20	\$ -	\$ 4,640.00	\$ 4,640.00	100.00%
CO1-Q	Irrigation, Landscape & Mow strip Changes	LS	1.00	\$ 18,273.00	\$ 18,273.00	0.00	1.00	1.00	\$ -	\$ 18,273.00	\$ 18,273.00	100.00%
CO1-R	Delete Cistern Exterior Paint	LS	1.00	\$ (2,000.00)	\$ (2,000.00)	0.00	1.00	1.00	\$ -	\$ (2,000.00)	\$ (2,000.00)	100.00%
CO1-S	Install Solar Lights (NIC)	EA	10.00	\$ 1,774.00	\$ 17,740.00	0.00	10.00	10.00	\$ -	\$ 17,740.00	\$ 17,740.00	100.00%
CO1-T	Change from Seeding to Block Sod	SF	12,500.00	\$ 0.42	\$ 5,250.00	0.00	12,500.00	12,500.00	\$ -	\$ 5,250.00	\$ 5,250.00	100.00%
CO1-U	Install Bollards with Gate (NIC)	LS	1.00	\$ 1,580.00	\$ 1,580.00	0.00	1.00	1.00	\$ -	\$ 1,580.00	\$ 1,580.00	100.00%
CO1-V	Mount Chairs in Splash Pad (NIC)	LS	1.00	\$ 845.00	\$ 845.00	0.00	1.00	1.00	\$ -	\$ 845.00	\$ 845.00	100.00%
CO1-W	Seal Joints in Pavilion Seating Area (NIC)	LS	1.00	\$ 695.00	\$ 695.00	0.00	1.00	1.00	\$ -	\$ 695.00	\$ 695.00	100.00%
CO1-X	Delete Parking Lot Paving Quantity on Bid Form Incorrect	SF	2,807.00	\$ (8.00)	\$ (22,456.00)	0.00	2,807.00	2,807.00	\$ -	\$ (22,456.00)	\$ (22,456.00)	100.00%
TOTAL					1,866,499.00				1,789,710.00	76,789.00	1,866,499.00	100.00%

AIA® Document G707™ – 1994

Consent of Surety to Final Payment

Bond No. 1039838

PROJECT: *(Name and address)*

Heritage Park of Flower Mound
 Phase III Bid #2017-36
 600 Sprinks Rd
 Flower Mound, TX 75028
TO OWNER: *(Name and address)*
 Town of Flower Mound
 2121 Cross Timbers Rd
 Flower Mound, TX 75028

ARCHITECT'S PROJECT NUMBER:OWNER ☐**CONTRACT FOR:** General ConstructionARCHITECT ☐CONTRACTOR ☐**CONTRACT DATED:** May 1st, 2017SURETY ☐OTHER ☐

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

The Hanover Insurance Company
 5910 Central Expressway #300
 Dallas, TX 75206

on bond of

(Insert name and address of Contractor.)

Northstar Construction, LLC
 2112 Solona St.
 Fort Worth, TX 76117

, SURETY,

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 Rd.
 Flower Mound, TX 75208

, CONTRACTOR,

as set forth in said Surety's bond.

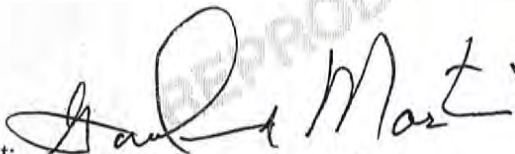
, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 9th, 2018
(Insert in writing the month followed by the numeric date and year.)

The Hanover Insurance Company

*(Surety)**(Signature of authorized representative)*

Attest:
(Seal)



Robbie Martin, Attorney-in-Fact
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**CONTRACTOR'S
AFFIDAVIT OF
PAYMENT OF
DEBTS AND CLAIMS**
AIA DOCUMENT G706

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

L

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

ARCHITECT'S PROJECT NO:

] CONTRACT FOR:

Heritage Park – Phase III

PROJECT:

Heritage Park – Phase III

600 Spinks Road

(name, address)

Flower Mound, Texas 75028

] CONTRACT DATE: May 01, 2017

State of: TEXAS

County of: TARRANT

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

N/A

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR:

Northstar Construction, LLC.

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.

Address:

2112 Solona Street
Fort Worth, Texas 76117

BY:

Michael A. Heimlich

Michael A. Heimlich, President

Indicate attachment: (Yes X) (No)

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Subscribed and sworn to before me this

Day of 1st of May, 2018.

Notary Public.

Sandy Q. Martinez
SANDY Q. MARTINEZ
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 9-25-2018

3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A)



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: June 4, 2018

FROM: Jeff Garner, Director of Facilities Management

ITEM: Request Approval for Change Order No. 1, for the new Town Hall Audio-Visual system, with Intent Digital for \$51,300.00.

BACKGROUND INFORMATION: Intent Digital was contracted by the Town of Flower Mound to install the Audio-Visual (AV) systems in the new Town Hall Council Chambers. Intent Digital and the Town Communications staff identified existing AV equipment that has reached its life cycle, or that is not compatible with the new equipment being installed in the new Council Chambers. In order for the new AV system to operate reliably and as designed, the new equipment must be purchased. Intent Digital has provided a change order to their contract for the new required equipment, and includes installation, configuration and shipping.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$51,300.00

Proposed Expenditure:	Account Number(s):
\$51,300.00	505-111-62017-6090

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Intent Digital Change Order No. 1

DRAFT MOTION: Move to approve Change Order No. 1, for the new Town Hall Audio-Visual system, with Intent Digital for \$51,300.00.



CHANGE ORDER REQUEST

Date: May 21, 2018

To: Jeff Garner
Town of Flower Mound, TX
2121 Cross Timbers Road
Flower Mound, TX 75028

Project: Flower Mound, TX Town Hall Audio-Visual System

Addendum to Purchase Order # 18236 dated: 1/23/2018

Description of Change Request:

1. Add Roland V1200HD Production Switcher (frame only)
2. Add five (5) Panasonic AW-HE40S PTZ Cameras & Wallmounts
3. Add Compix ConverG1 Character Generator
4. Add UPS for fourth rack needed due to smaller door frame
5. Includes installation, configuration and shipping

Original Agreement Amount: \$567,562.50

Change Order Amount: \$51,300.00

Amended Agreement Amount: \$618,862.50

Intent Digital is authorized to implement this change request in accordance with the terms and conditions of the existing agreement.

Accepted:

For Town of Flower Mound

Date

For Intent Digital, LLC

Date



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: June 4, 2018

FROM: Jeff Garner, Director of Facilities Management

ITEM: Request approval to award the Town Hall move to Daryl Flood Relocation & Logistics, in the amount of \$76,724.00.

BACKGROUND INFORMATION: The new Town Hall will be two stories requiring the assistance of professional movers to aid in relocation of the current Town Hall and the Atrium contents. The move will be done in several phases. Staff will box all contents in their office/spaces. Daryl Flood Movers will be responsible for the tear down and setup of all furniture, as well as moving staff prepacked office items. Facilities Management and Information Technology will assist movers in disconnection of computer equipment, and relocation of all office equipment. Daryl Flood Relocation & Logistics is a member of Buy Board; contract number 599-18.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$76,724.00

Proposed Expenditure:	Account Number(s):
\$76,724.00	505-111-62017-6010

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

LEGAL REVIEW: N/A

ATTACHMENTS:

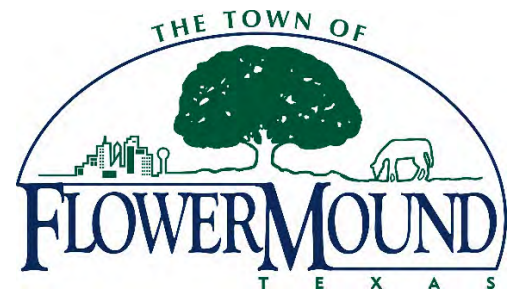
1. Daryl Flood Quote

DRAFT MOTION: Move to approve the Town Hall move to Daryl Flood Relocation & Logistics, in the amount of \$76,724.00.

DEPENDABLE WORKPLACE SERVICES

Request for Proposal: **Move to New Town Hall**

*This response designed
exclusively for:*



DARYL FLOOD
relocation & logistics

Contents

Thank You	3
Company Overview	4
Our Services	5
Our People	6
Our Process	7
Resources	8
Daryl Flood WPS & Client Responsibilities	11
Proposed Pricing	13

Thank You

April 12, 2018

Mr. Garner ,

We appreciate the opportunity to submit the Daryl Flood Workplace Services proposal to you and your company. This proposal will provide you with information on the Daryl Flood organization: our services, people, approach and resources that make us unique in our industry and provide you with exceptional service.

As with any business activity, planning, organizing and effective implementation are the components of a successful service delivery relationship. Daryl Flood's primary goal is to satisfy our customers. You can depend on us to provide:

Communication



You can **DEPEND** on Daryl Flood for clear communication. We take the time to understand your expectations and develop a comprehensive plan specific to your needs.

Experience



You can **DEPEND** on Daryl Flood for an exceptional experience. We provide reliable service to everyone we interact with and will work diligently to ensure that "Daryl Flood **DEPENDABLE**" resonates throughout your organization.

Simplicity



You can **DEPEND** on Daryl Flood to make a complex program simple. We act as a seamless extension of your organization with the knowledge, flexibility and creativity to meet your current and future needs.

Our commitment to customer satisfaction is what sets us apart from our competition and we believe we have developed a service delivery process that you can trust as an extension of your organization. Please feel free to contact me with any questions, opportunities, recommendations or requests for additional information. Thank you again for this opportunity. We look forward to a partnership with you!

Sincerely,

Steve Ward
Sales Representative

Company Overview

Daryl Flood Inc. specializes in the employee relocation and supply chain logistics industries. We offer customized solutions to corporations who relocate employees as well as companies who manufacture, warehouse or distribute products globally.

About Us

In 1982, Daryl Flood Inc. was founded by Daryl R. Flood. His intention was to build an asset-based relocation and supply chain company that would stand apart from all others by offering exceptional service at a fair price, treating its customers and their possessions with respect, and attracting the best and brightest employees who shared the same attitude and willingness to serve. We are proud to say that we are meeting those objectives. In fact, we have become one of the most successful companies in our industry with revenues exceeding \$80 million.

What Makes Us The Best Choice? We Call It Our Four Pillars:

1. *You can depend on us to care about the things that are important to you.*
2. *You can depend on us to hire the best people with the best attitudes and to train them well.*
3. *You can depend on us to have the right resources, expertise, creativity and flexibility; and to use them for your maximum benefit.*
4. *You can depend on us to be committed to satisfying you as our customer.*

Financially Sound With Responsive Management

In today's economy you simply must have a provider that you can depend on. We are well capitalized and debt free. Daryl R. Flood is actively involved in the day-to-day operation of the company and is supported by a management team with over 150 years of industry experience.

A Reputation For Quality Performance

We meet the needs of a wide range of corporate clients from the Fortune 500 to some of the largest privately-held companies in the country with custom-designed programs built to meet their unique profile and challenges.

Our clients include:



Global Coverage From Our Centrally Located Operations Center

We provide national and international coverage from our corporate operations center located in the Dallas/Fort Worth area. We maintain a million square feet of storage with warehouse and distribution centers concentrated in Texas and across the southeastern United States.

Our Services

Program Management Services

The ability to oversee all workplace activities is imperative to making strategic business decisions. We are a single source partner for all corporate relocation needs. Our on-site account managers assist with all services, tailored to your corporate goals. This includes definition and implementation of SLA's and KPI's, standardization of procedures, measurement and reporting on results, and managing ongoing Moves, Adds and Changes (M.A.C.).

Asset Management Services

It's important to maintain a detailed asset list to accurately manage location inventories. We provide clients the capability to manage asset life cycle with one central provider to standardize the reporting and tracking of designated assets. From purchase to the end of the asset's life cycle, our team can track, manage and decommission assets for corporate clients.

Space Planning Services

An organized workplace is essential to business success and employee performance. Our space planning and design consultants use their experience and expertise to create an interior design plan for your business that fosters better employee productivity and maximizes the efficiency of your space. Our consultants are trained in AutoCAD and GIZA software.

IT and AV Infrastructure Services

Technology is a vital and complex business function. Moving servers, computer workstations and other IT and AV components is a delicate task. Our team of professional installers provides services to minimize downtime and migrate IT and AV equipment to your new office location. Our experts can offer safe, secure and dependable solutions.

Office Moving Services

Most businesses will face the prospect of relocation at some point. Business growth and industry evolution demand it. However, moving your business requires exceptional knowledge, experience and expertise in order to reduce cost and risk, while ensuring timeliness and safety. With custom designed move plans, Daryl Flood Workplace Services manages hundreds of projects for major corporations and thousands of individual office moves each year. Our trained professionals are equipped to handle all types of office moves and commercial relocations.

Transportation Services

The relocation of business assets requires expert handling. We offer various transportation services for businesses in any industry. Whether it's office furniture and fixtures, sensitive computer equipment or specialized industrial equipment, our goal is to provide the right transportation mode on the schedule you require.

Warehousing Services

Access to a convenient and secure warehouse facility to store your assets is often required. Through our network of over one thousand locations, we can provide millions of square feet of warehousing space ideal for storage and distribution needs. Our multi-client warehousing ensures flexible space and can be combined with specialized warehousing logistics that fit your specific requirements.

Our People

Our award-winning service is a direct reflection of the quality of our well-trained employees. You can rest assured that we will always provide experienced, professional, attentive people whose objective is to exceed your expectations - because we know our relationship with you depends on it.

Project Management

Daryl Flood supervisory staff includes project managers and team leaders for both origin and destination locations. Our supervisors bring tremendous knowledge and expertise gained from an average of over 20 years' experience successfully managing all types of relocations. Their ability to lead people, anticipate problems and execute the move plan flawlessly is your assurance of a successful project.

Project Team

Daryl Flood is proud of our trained and dedicated workplace services professionals. While our employees have completed every type and size of project, we understand that each opportunity presents unique circumstances. That is why our uniformed workplace services personnel tailor their efforts to efficiently execute a project plan custom designed to meet your individual needs. Unlike many of our competitors, all our employees have passed criminal background checks and drug tests.

With several hundred employees at our disposal, Daryl Flood has the capacity to field large crews of personnel and equipment, giving us a distinct advantage in the area of workplace services. No matter how large your project, Daryl Flood employees, at every level, have the knowledge and experience to handle your project with the utmost care. Strengthened by our network of over one thousand service locations, Daryl Flood delivers seamless support for corporate facility activities worldwide.



Our Process

For smooth implementation, planning is key. Office and commercial facility moves that involve no delays, no problems and no down time start with extensively detailed planning. That is the Daryl Flood Dependable way. Daryl Flood's *StartSmart™* approach to commercial relocation provides you with a methodical, step-by-step project management tool, complete with checklists and detailed timelines that minimize your risk, save you money and leave nothing to chance.

Step 1: Needs Discovery

To fully understand your needs, concerns and objectives, your professional Daryl Flood *StartSmart™* consultant will ask all the right questions to make your move a seamless success.

Step 2: Detailed Analysis

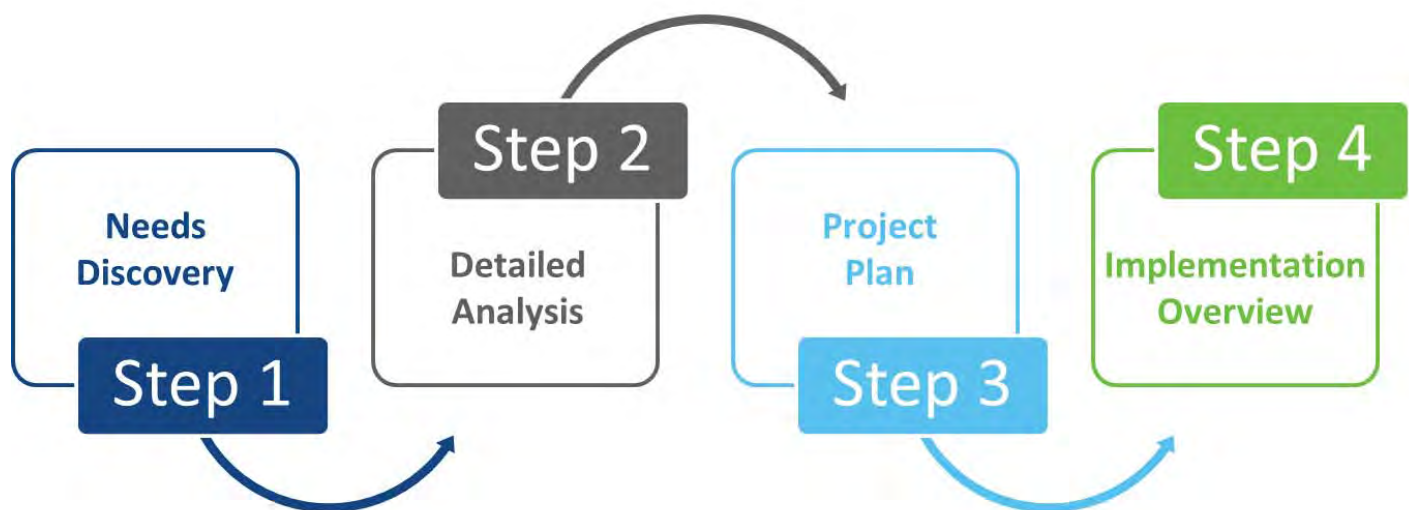
To ensure that all the factors affecting your relocation are taken into account, your *StartSmart™* consultant will conduct a detailed on-site inventory and survey both your old and new sites.

Step 3: Project Plan

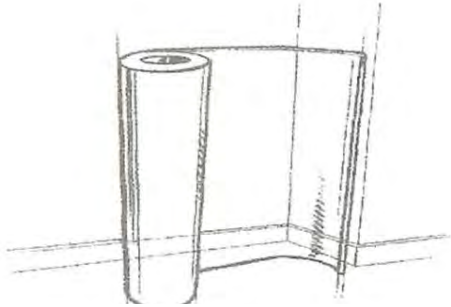
To help you and your staff understand and visualize the project scope, we will prepare a detailed *StartSmart™* project plan that includes a move flow analysis by department, a timeframe schedule and a value summary that will help put your relocation into perspective.

Step 4: Implementation Overview

To complete your project safely and economically, our electronic Move Management System will precisely calculate the proper number of specialized personnel to provide the most efficient use of man and van power. To instruct your staff on the most efficient way to carry out the move plan, your *StartSmart™* consultant will conduct an on-site, implementation overview to communicate the project plan and other vital details.



Resources



Corrugated Board

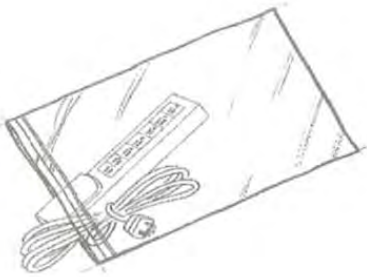
Protection placed against the walls in main traffic areas.



Book Carts

Large rolling carts used to transport open file areas, such as medical files, which need open access throughout the course of the move.

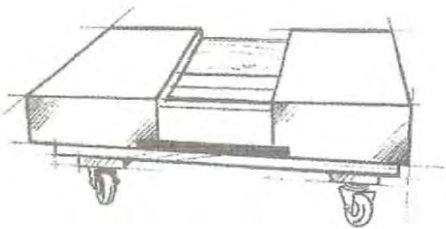
(24" x 38" x 56" high / 6-shelf or 8-shelf)



Computer Bags

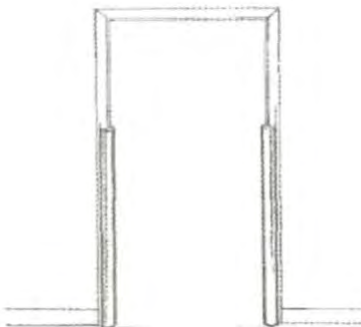
Zip lock bags for packing keyboards and other related computer parts.

(24" x 13")



Desk Lift

A wooden square with protective material, used with a four-wheel dolly to support desks with extended tops.



Door Guard

Used to protect heavy traffic entryways.

Resources



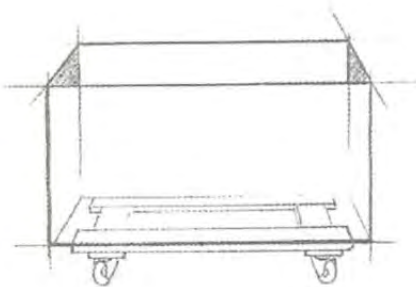
Four Wheel Dolly

A wooden dolly used for transporting all office equipment. The dollies have rubber ball bearing wheels and are covered with a slip proof, protective material to prevent damage to furniture.



Kick Back Dolly

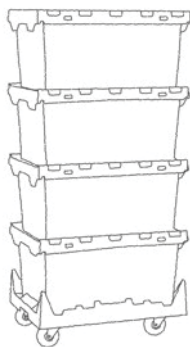
A steel heavy-duty dolly used to transport large appliances and equipment safely and securely.



Gondola

A tri-walled, corrugated container which is placed on a four-wheel dolly and used to transport computers and miscellaneous loose items.

(22" x 50" x 24" high)

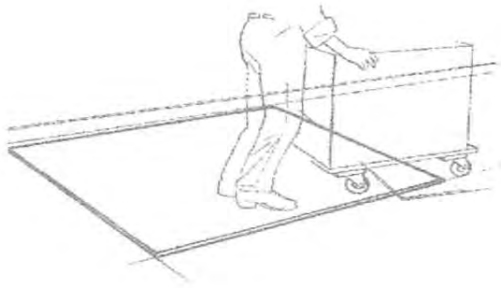


Crate

A good alternative to 1.5 interlock with greater security and protection.

(24.75" x 15.25" x 12.75")

Resources



Floor Protection

Smooth plywood like material used as floor protection. Masonite will be used at origin and destination in high traffic areas.



Moving Labels

An adhesive sticker used to identify items to be placed in their new location at the destination facility.



Panel Cart

A cart with removable side rails for moving modular furniture panels, mats, work surfaces, conferences tables and long flat items.



Stretch Wrap

Saran Wrap type of plastic material used in a variety of ways. Mainly used to secure items from shifting during transport.

Daryl Flood WPS & Client Responsibilities

Pre-Move Planning

Responsibility of Daryl Flood WPS:

- A) Review your new floorplan and suggest a labeling system.
- B) Determine if modular furniture and case goods are relocating and determine the scope and timelines.
- C) Determine PC/Laptop requirements and disconnect/reconnect scope and timelines.
- D) Provide a copy of our Move Instructions document that can be distributed to each employee.
- E) Deliver all packing and moving supplies included in the proposal.
- F) Coordinate all activities with the assigned company representative before, during and after the move to assist in planning and executing the project.
- G) Provide building management with a current Certificate of Insurance for both origin and destination facilities.
- H) Development of a “move plan” relative to the Scope of Work. Coordinate a schedule of events and projected completion dates.

Responsibility of the Client:

- A) Client to provide Daryl Flood with a copy of the new floorplan.
- B) Assign a “move coordinator” to assist with the planning of the move.
- C) Provide a room layout of each room or area to assist with proper placement at new location.
- D) Distribute the Move Instructions document to all employees that are scheduled to relocate.
- E) Notify your current and new building management of the dates of the move. Keep them updated of any changes in dates/times.
- F) Notify Daryl Flood of any facility restrictions regarding move-in or move-out policies.
- G) Confirm all packing and labeling has been completed by each employee prior to crew arrival. All desks, drawers, credenzas, file cabinets and book cases should be packed.
- H) Pack and label all items that need to be moved. DO NOT label items that are not moving.
- I) Have employees take home all personal items prior to the move.
- J) Any leased equipment or equipment that currently has a service agreement, primarily copiers, need to be serviced and moved by the leasing company prior to scheduled move day.

Relocation Day

Responsibility of Daryl Flood WPS:

- A) Install proper building protection at both origin and destination - facility protection to include masonite, carpet shield (if required) and corrugated wall protection in the primary pathways of egress and ingress.
- B) If Daryl Flood is handling PC disconnect/reconnect; we will need to begin disconnecting and packing computer equipment upon arrival.
- C) Wrap all artwork and place in speedpacks, at destination they will be unwrapped and placed against the wall.
- D) Disassemble all furniture that needs to be relocated to the new facility. All furniture will be reassembled at destination facility unless scope of work does not include reassembly. This includes all modular workstations and case goods.

Daryl Flood WPS & Client Responsibilities

- E) Wrap all equipment carts and library carts with shrink-wrap to ensure that the contents do not shift during transit to the new location.
- F) Move all labeled furniture and crates and miscellaneous items to new location.
- G) Clean up and remove all move related debris from both origin and destination facilities prior to leaving the job site.

Responsibility of the Client:

- A) Perform pre-move facility walk with crew lead to note any facilities damage prior to the commencement of the relocation activity.
- B) Have a representative onsite during the entire project. This will ensure that everything has been relocated and set up properly at the new facility.
- C) The client representative shall have the authority to act on behalf of the company in all matters regarding the move.
- D) Perform final walkthrough with crew lead at the end of the project to ensure all work has been completed and site is leave clean and debris free.

Post-Move Follow-Up

Responsibility of Daryl Flood WPS:

- A) Pickup of all required equipment such as carts and crates.
- B) Follow up with client to ensure there are no outstanding issues.

Responsibility of the Client:

- A) Notify your assigned Client Services representative if there are any issues or concerns that might have occurred during the project.
- B) Remove all labels from furniture, artwork, computers, etc.

Proposed Pricing

Flower Mound Town Hall Relocation Buy Board Contract #559-18

Material Rates \$3,360.00

Summary: Daryl Flood Relocation & Logistics / Work Place Services (WPS) to provide 500 crates w/ carriers, 30 carts, 50 gondolas, 200 Computer bags & all other needed equipment & materials need to service the move.

Miscellaneous \$500.00

Summary: WPS will service Ice makers & refrigerators as needed.

Move to New Space \$58,560.00

Summary: WPS will provide a daily crew consisting of 1 Project Manager, 2 Supervisors, 5 Drivers, 5 Trucks, 18 movers. The crew will work for 8 days to complete the move.

Smooth set \$14,304.00

Summary: WPS will provide a Smooth set crew after each phase to insure that all items are placed in the new location as requested.

TOTAL ESTIMATED COST: \$76,724.00



TOWN COUNCIL AGENDA ITEM NO.11

REGULAR ITEM

DATE: June 4, 2018

FROM: Julie Taylor, Director of Treasury Operations

Jat

ITEM: Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2018A, in the principal amount not to exceed \$10,900,000.

BACKGROUND INFORMATION: The attached resolution will authorize the publication of notice of intention to issue Certificates of Obligation, Series 2018A, (Certificates) in the principal amount not to exceed \$10,900,000, to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, with the first publication at least 31 days prior to the date stated in the ordinance authorizing the issuance of the certificates of obligation.

The Certificates will pay for the contractual obligations incurred for projects approved on the FY 17-18 Five-Year Capital Improvement Program as listed on Attachment 1 with the sale being conducted on the proposed date of July 17, 2018. In order to efficiently complete the issuance, a parameters ordinance will be presented for Town Council's approval on July 16, 2018. The ordinance will establish parameters specific to the issuance and delegate the Town Manager and Deputy Town Manager/CFO the authority to approve all necessary documents and finalize the sale. Please see Attachment 2 for a schedule of the events.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$10,900,000

Proposed Expenditure:	Account Number(s):
\$10,900,000	Ad valorem taxes will fund the general capital projects, while the utilities system will fund the waterworks and sewer system improvements.

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

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution. This standard notice of intent was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Proposed Projects
2. Preliminary Schedule of Events – Series 2018A
3. Proposed Resolution

DRAFT MOTION: Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2018A, in the principal amount not to exceed \$10,900,000.

Certificates of Obligations, Series 2018A**General Capital Projects****Street Projects:**

ADA Transition Plan and Implementation	\$	115,000	
FM 2499 at Lakeside North Right Turn Lane		100,000	
Lake Forest Boulevard Roadway Improvements		1,400,000	
Roadway Amenities		90,000	
Skullern Road (Flower Mound Road to Riverhill)		900,000	
Waketon Road		230,000	\$ 2,835,000

Signal Projects:

Traffic Detection Rehabilitation	\$	125,000	\$ 125,000
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Facility Projects:

Fire Station No. 7 and Apparatus (Wichita Trail)	\$	1,470,000	
Library Expansion		1,500,000	
Storage Warehouse		650,000	\$ 3,620,000

Total General**\$ 6,580,000****Utility Capital Projects****Water Projects:**

High Road Water Line Replacement Phase I	\$	1,900,000	\$ 1,900,000
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Wastewater Projects:

Bakers Branch Collector Phase II (Lexington to Gerault)	\$	1,500,000	
Lower Timber Interceptor (Teakwood to Pintail Park)		750,000	\$ 2,250,000

Total Utility**\$ 4,150,000****Total of Debt Issuance Projects****\$ 10,730,000****Estimated financing costs****\$ 170,000****Grand Total of Debt Issuance****\$ 10,900,000**

TOWN OF FLOWER MOUND
(Denton and Tarrant Counties, Texas)

Certificates of Obligation, Series 2018A

Proposed Schedule of Events

June 2018						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2018						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Proposed Date	Action
June 4, 2018	Town Council considers Resolution of Intent to Issue Certificates of Obligation (6:00 pm Regular Meeting)
June 14, 2018	Initial publication of Notice of Intent to Issue CO's (at least 30 days prior to sale).
June 15, 2018	Hilltop sends "Request for Information" for completion of Preliminary Official Statement ("POS").
June 21, 2018	Second publication of Notice of Intent to Issue CO's.
June 25, 2018	Town returns information necessary for preparation of POS to Hilltop.
June 27, 2018	Hilltop sends out initial draft of POS for review and comment. Hilltop sends necessary information to Standard & Poors (S&P) and Fitch Ratings (Fitch).
July 2, 2018	Comments on initial draft of POS due to Hilltop.
July 5, 2018	Hilltop sends second draft of POS to parties for review and comment.
July 6, 2018	Conference Call with S&P and Fitch (Exact Date & Time TBA)
July 10, 2018	Comments on second draft of POS due to Hilltop.
July 12, 2018	Hilltop submits POS for electronic distribution via internet.
July 13, 2018	Receive ratings.
July 16, 2018	Town Council considers parameters Ordinance (6:00 pm Regular Meeting)
July 17, 2018	Certificate Pricing. Pricing Certificate and BPA signed.
July 18, 2018	Draft of Final Official Statement distributed for review.
July 20, 2018	Bond Counsel submits documentation to Attorney General's Office. Comments due on Final Official Statement.
July 23, 2018	Final Official Statement posted to internet and sent to printer.
July 25, 2018	Written Final Official Statement received by all parties.
August 8, 2018	Hilltop to notify all parties of closing and delivery instructions.
August 14, 2018	Closing and Delivery.

TOWN OF FLOWER MOUND, TEXAS**RESOLUTION NO. ____-2018****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.**

WHEREAS, the Town Council of the Town of Flower Mound, Texas (the "Town") has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purpose of paying contractual obligations to be incurred for (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping fire and library facilities and a storage warehouse for municipal equipment and vehicles, (iii) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the Town Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the Town, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates; (ii) the maximum amount proposed to be issued; (iii) the purposes for which the certificates are to be issued; and (iv) the manner in which the Council proposes to pay the certificates.

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

SECTION 1

The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed TEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$10,900,000) for the purpose of paying contractual obligations to be incurred for (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping fire and library facilities and a storage warehouse for municipal equipment and vehicles, (iii) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2

The Town Secretary shall cause the aforesaid notice to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3

This resolution shall take effect on the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 4th DAY OF JUNE, 2018.

APPROVED:

Thomas E. Hayden, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

**NOTICE OF INTENTION TO ISSUE TOWN OF
FLOWER MOUND, TEXAS
CERTIFICATES OF OBLIGATION**

TAKE NOTICE that the Town Council of the Town of Flower Mound, Texas, shall convene at a regular meeting at 6:00 o'clock P.M. on July 16, 2018, at the regular meeting place of the Town Council at Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas 75028, and, during such meeting, the Town Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed TEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$10,900,000) for the purpose of paying contractual obligations to be incurred for (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping fire and library facilities and a storage warehouse for municipal equipment and vehicles, (iii) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and and (iv) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Theresa Scott,
TOWN SECRETARY

Town Council Future Agenda Items



SCHEDULED	6/18/2018	Presentation	Presentation of \$10,000 donation by the Friends of the Flower Mound Public Library
		Presentation	Certificate of Appreciation for the State Champions FMHS Water Polo Team
		Presentation	Proclamation for National Parks and Recreation Month
		Consent	Consider approval of a Construction Manager at Risk Agreement for the construction of Library Expansion Project with Steele and Freeman, Inc., for a construction manager's fee of \$632,500.00; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Consider approval of Amendment No. 4, to the Fiscal Year 2017-2018 Capital Improvement Program.
		Consent	Consider approval of Plano Office Supply FFE for new Town Hall
		Consent	Consider approval to award Bid No. 2018-74-B to Cam-Crete Contracting, Inc., for the Firewheel Drive Roadway project, in the amount of \$393,734.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Construction Agreement with West Texas Rebar Placers, Inc., for Segment 1 of the Pink Evening Primrose Trail project, in the amount of \$290,586.89; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the TxDOT 1171 Phase 2 Green Ribbon project, in the amount of \$40,500.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of fourteen engineering firms to provide professional engineering services, and five geotechnical engineering firms to provide professional material testing services for the Town, for a two-year term ending June 18, 2020.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on June 4, 2018.

SCHEDULED	6/18/2018	Regular	Public Hearing to consider a request for rezoning (ZPD17-0017 - Johnson-Reddy) to amend Planned Development District No. 72 (PD-72) by modifying the existing development standards and zoning/master plan exhibit located within Ordinance No. 65-02, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road and east and west of Auburn Drive. (Planning and Zoning Commission recommended by a vote of to at its June 11, 2018, meeting.)
	6/26/2018	Regular	Consider approval of an ordinance canvassing returns and declaring results of a runoff election held June 16, 2018, for the purpose of electing a Mayor, and providing an effective date.
	7/16/2018	Consent	Consider approval of an amendment to the Development Agreement with Elan Flower Mound Venture, LLC for the construction of Northwood Drive associated with the Elan Flower Mound commercial development; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Lakeside Lift Station and Force Main Change Order No. 4 and Final Acceptance.
		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.
		Consent	Churchill Drive & Yucca Drive Reconstruction Construction Award.
		Consent	Firewheel Drive Testing Award.
		Consent	Town Lake Flower Mound Road Development Agreement
		Consent	Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2018 and ending September 30, 2019, subject to renewal for an additional one-year term, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	FM2499 at Gerault Corp Permit PSA.
		Consent	Old Gerault Road 12-Inch Water Line Development Agreement.
		Consent	FM 1171 @ FM 2499 Eastbound Right Turn Lane Change Order No.3 and Final Acceptance.
		Consent	Old Gerault Road Improvement Development Agreement.

SCHEDULED	8/6/2018	Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 20, 2018, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 17, 2018, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Flower Mound Storage Warehouse - Construction Award.
		Consent	Consider accepting the submission of the notice of an effective tax rate of \$_____ per \$100 assessed valuation and a rollback tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2018, and ending September 30, 2019.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 20, 2018, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 17, 2018, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider proposing a maximum tax rate of \$0._____ per \$100 valuation for the fiscal year beginning October 1, 2018, and ending September 30, 2019; and scheduling August 20, 2018, public hearings on the budget and tax rate, September 4, 2018, public hearing on the tax rate, and scheduling the September 17, 2018, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider approval of an ordinance establishing the 2018 certified appraisal roll.
		Consent	Churchill Dr & Yucca Dr Testing Award.
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2018, and ending September 30, 2019.
	8/16/2018	Work Session	Budget workshop
		Work Session	Hold a discussion and provide direction regarding the FY 2018-2019 Proposed Budget, including Community Support funding.
	8/20/2018	Consent	US 377 @ Canyon Falls Traffic Signal Construction Award.
		Consent	Skillern Road Testing Award.
		Consent	Skillern Road Construction Award.

SCHEDULED	8/20/2018	Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019.
		Regular	Public Hearing to consider a tax rate of \$0.____ per \$100 assessed valuation.
	9/4/2018	Consent	High Road Water Line Replacement Phase I - Construction Award.
		Consent	High Road Water Line Replacement Phase I - Testing Award.
		Regular	Public Hearing to consider a tax rate of \$0.____ per \$100 assessed valuation.
	9/17/2018	Consent	Bakers Branch Interceptor Phase II - Construction Award.
		Consent	Bakers Branch Interceptor Phase II - Testing Award.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019, and making appropriations for each fund and department.
		Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2018 and ending on September 30, 2019, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2018.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019.

SCHEDULED	9/17/2018	Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019.
	9/20/2018	Work Session	Discuss Lakeside Reuse Master Plan
	10/1/2018	Consent	WWTP Phase IV CO & Final Acceptance.
	10/15/2018	Consent	Library Expansion Construction Award (GMP).
	11/5/2018	Consent	Fire Station #7 Construction Award
	11/19/2018	Consent	Library Expansion Testing Award.
		Consent	Fire Station #7 Testing Award.