

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

11/7/2022

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

6:00 P.M.

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

Comments regarding any agenda item can be sent to the Town Council by emailing towncouncil@flower-mound.com or by calling 972.874.6005 and leaving a message.

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. Update on regional transportation programs or initiatives by City of Lewisville Mayor Pro Tem Brandon Jones, Regional Transportation Council, representing the cities/towns of Lewisville, Highland Village, and Flower Mound.
2. Announcement and presentation of National Night Out neighborhood winners.
3. Presentation by the Friends of the Library of a donation to the Town in the amount of \$60,000.
4. Proclamation to designate November as Arts Month in Flower Mound.

E. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item on this agenda that is not a "Public Hearing". Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

To speak to Council during public comment, please fill out a [comment form](#).

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital Improvement projects
2. Economic Development projects
3. Organizational updates

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).

I. COORDINATION OF CALENDARS

1. A work session is scheduled for Thursday, November 17; December 15
2. A regular meeting is scheduled for Monday, November 21; December 5 and 19

J. CONSENT ITEMS

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

1. Minutes 10/17, 10/20, 10/28 - 10/29- Consider approval of the minutes from a regular meeting of the Town Council held on October 17, 2022, a work session on October 20, 2022, and a special meeting on October 28-29, 2022.
2. Health Insurance Broker Services- Consider approval of the award of RFP No. 2023-2-A with McGriff, Seibels, & Williams of Texas, Inc. in the amount of \$50,000 for health benefits brokers services with McGriff, Seibels, & Williams of Texas, Inc., and authorization for the Mayor to execute same on behalf of the Town.
3. Denton Co. Library Interlocal- Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorization for the mayor to execute same on behalf of the Town.
4. Denton Creek/Prairie Vista WW Model- Consider approval of a Professional Services Agreement for the Denton Creek and Prairie Vista Wastewater Model update project, with Kimley-Horn, for \$82,000; and authorization for the Mayor to execute same on behalf of the Town.
5. Fences in Floodplain Ordinance Update- Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article XVI – Fences in the Floodplain Prohibited, of the Code of Ordinances of the Town of Flower Mound; and authorization for the Mayor to execute same on behalf of the Town.
6. FM2499 12" Waterline PhI - CO3- Consider approval of Change Order No. 3 for the construction of the FM2499 12-Inch Water Line Phase I (Dixon to South of FM1171) project, amending the contract with GRod Construction, LLC, to provide for an increase to the contract in the amount of \$18,993.85; and authorization for the Mayor to execute same on behalf of the Town.
7. Pavement Resurfacing Contract- Consider approval of the annual purchase contract for asphalt Pavement Resurfacing Services from Reynolds Asphalt & Construction

Company, through a City of Grand Prairie Contract (#21157) for an estimated total of \$780,000.00.

8. Polco Enterprise Agreement- Consider approval of a Professional Services Agreement with Policy Confluence, Inc. for survey services in the amount of \$17,000; and authorization for the Mayor to execute same on behalf of the Town.
9. Stryker Equipment extended proposal- Consider approval of a Service Agreement with Stryker ProCare for the Fire Department's emergency medical equipment in the amount of \$119,377.00 due in four equal annual payments; and authorization for the Mayor to execute same on behalf of the Town.
10. Computer Replacement Program- Consider approval for the purchase of desktop and laptop computers, ruggedized laptop computers and peripherals from Dell, in the amount of \$172,381.51
11. Vehicle purchase (IT)- Consider approval of purchasing two (2) 2023 Ford Escape Small SUVs for the Information Technology Division, per Town of Flower Mound specifications, for \$58,712.50
12. Vehicle replacement (PD)- Consider approval of purchasing one (1) 2023 Ford PIU SUV Hybrid with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Silsbee Ford for \$76,226.25.
13. Vehicle replacement (PD)- Consider approval of purchasing one (1) 2023 Ford F150 Crew Cab 4-wheel drive truck with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Silsbee Ford for \$58,413.21.
14. Vehicle replacement (PD)- Consider approval of purchasing one (1) 2023 Dodge Charger with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Donaldson Chrysler Dodge Jeep Ram (CDJR) for \$60,845.16.
15. Vehicle replacement (PD)- Consider approval of purchasing thirteen (13) 2023 Chevrolet Tahoes with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Lake Country Chevrolet for \$887,805.50.
16. Vehicle purchase (Parks)- Consider approval of the purchase of two (2) 2023 Chevrolet Silverado double cab trucks per Town of Flower Mound specifications and quote from Lake Country Chevrolet for \$78,056.90

K. REGULAR ITEMS

17. MPA22-0001 - CTCDD Update- Public Hearing to consider an ordinance amending the Master Plan (MPA22-0001 – Cross Timbers Conservation Development District Update) by amending Section 1 “Land Use Plan,” Section 2 “Area Plan,” and Section 4 “Urban Design Plan,” for the purpose of updating conservation expectations and vision within the Cross Timbers Conservation Development District. (PZ recommended approval by a vote of 6 to 0 at its October 10, 2022, meeting.) (The Town Council postponed this item to a date certain by a vote of 4 to 0 at its October 17, 2022, meeting.)
18. LDR22-0002 - CTCDD Update- Public Hearing to consider an ordinance amending the Land Development Regulations (LDR22-0002 – Cross Timbers Conservation Development District Update) by amending Chapter 98 “Zoning,” of the Town's Code of Ordinances to amend conservation development standards within the Cross Timbers Conservation Development District. (PZ recommended approval by a vote of 6 to 0 at

its October 10, 2022, meeting.) (The Town Council postponed this item to a date certain by a vote of 4 to 0 at its October 17, 2022, meeting.)

19. CSP22-0003 Shiloh Cemetery Arch- Public Hearing to consider a request for a Comprehensive Sign Package (CSP22-0003 – Shiloh Cemetery Arch) for Shiloh Cemetery. The property is generally located north of Cross Timbers Road and west of Shiloh Road. (PZ recommended approval by a vote of 6 to 0 at its October 24, 2022, meeting.)

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

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: All Together Flower Mound Commission, Animal Services Board, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission Task Force, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

M. CLOSED MEETING

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

- a. Consultation with Town Attorney.
 1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development
 2. Housing Discrimination Complaint
 3. La Estancia Investments, L.P., v. Town of Flower Mound
- b. 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.
- c. 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.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, and proposed Tax Increment Reinvestment Zone (TIRZ).

The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the above referenced items.

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: November 4, 2022, at 10:50 a.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at 972.874.6076. Additional time limits will be provided to members of the public that need to address the Town Council through a translator.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: November 7, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on October 17, 2022, a work session on October 20, 2022, and a special meeting on October 28-29, 2022.

BACKGROUND INFORMATION:

The Town Council held a regular meeting on October 17, 2022, a work session on October 20, 2022, and a special meeting on October 28-29, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 10/17 draft minutes
2. 10/20 draft minutes
3. 10/28 – 10/29 draft minutes

DRAFT MOTION: Move to approve as presented in the agenda caption.

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 17TH DAY OF OCTOBER 2022, 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:

Derek France	Mayor
Sandeep Sharma	Mayor Pro Tem
Ann Martin	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4

with the following member absent:

Brian Taylor	Councilmember Place 3
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constituting a quorum with the following members of the Town Staff participating:

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Lexin Murphy	Director of Planning Services
Joelle Hainley	Building Official
Dale Crown	Senior Project Engineer

A. CALL MEETING TO ORDER

Mayor France 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 Jerry Cole gave the invocation and Mayor France led the pledges.

D. PRESENTATIONS

1. Proclamation for Chiropractic Health Month October 2022

Mayor France recited the Proclamation and presented it to Hollen Meyer and Nick Ponomarenko.

2. Presentation on the upcoming Shop Local Week (November 1-7)

Lori Walker, President, Flower Mound Chamber of Commerce, gave a presentation identifying or noting:

- Importance of shopping local

- Shop local campaign information, including a calendar and a designated website
3. Denton Central Appraisal District (DCAD) initiatives and 2023 budget planning presentation by Don Spencer, Interim Chief Appraiser

Mr. Spencer gave a presentation identifying or noting:

- 2023 proposed budget
- Allocation of the budget
- Staffing shortage
- Looking ahead
- Technology investment
- Continued improvement (communication)

and he responded to questions or comments from Council regarding:

- Technology challenges
- Contact information for board members

4. Denco Area 9-1-1 District (Denco) overview of public safety activities by Exec. Director Greg Ballentine

Mr. Ballentine gave a presentation identifying or noting:

- Emergency communications centers
- Overview of agency
- Technical services
- ECC backup facilities
- SD-Wan Project (software defined-wide area network)
- GIS Services
- Enhanced location data sources
- Indoor mapping project, including outreach
- Public safety training academy
- Operations support
- Public outreach
- AED Registry
- Public education/outreach

and he responded to questions or comments from Council regarding:

- Explanation regarding recent service interruptions
- Functionality and availability of mapping information to local government

E. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Jim Goerlich, 1216 Oak Creek Cir	No driver's license, no auto insurance
2.	Adam Shear, 3712 Alberta Ln	HCTF

F. ANNOUNCEMENTS

Councilmember Schiestel offered recognition to the Flower Mound Symphony Orchestra for their recent performance.

Councilmember Engel announced there will soon be a petition circulation in the community to allow alcohol sales.

Deputy Mayor Pro Tem Martin reported on the *Friends of the Library* book sale.

Mayor Pro Tem Sharma reported on the Celebration of Diwali event held last Saturday.

Mayor France had announcements regarding:

- Diwali celebration
- Early voting starts October 24
- Parks Department has various Halloween activities planned
- Veterans Day ceremony November 6

G. TOWN MANAGER'S REPORT

Mr. Childers provided an update on the following topics:

1. Capital improvement projects

No discussion.

2. Economic Development projects

No discussion

3. Operational updates

Recognized Parks employee Caleb Ward for the great work he's doing for the Town.

H. FUTURE AGENDA ITEMS

1. Mayor Pro Tem Sharma indicated there is a need for more public vehicle charging stations. There was Council consensus to place it on a future agenda.

I. COORDINATION OF CALENDARS

1. The next Town Council work session is scheduled for Thursday, October 20
2. The next Town Council regular meeting is scheduled for Monday, November 7

Mayor France confirmed that all seated members of Council plan to attend the above referenced meetings.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on October 3, 2022.

2. Consider the approval of an Interlocal Agreement between the Town and North Central Texas Council of Governments/Nearmap for Town staff to have access to an aerial imagery service, and authorization for the Mayor to execute same on behalf of the Town.
3. Consider the approval of an Interlocal Agreement renewal between the Town and NCTCOG for Town staff to have continued access to high-resolution aerial imagery, and authorization for the Mayor to execute same on behalf of the Town.
4. Consider approval of a resolution authorizing the Town to join with the Steering Committee of Cities Served by Oncor to deny Oncor Electric Delivery Company's requested rate increase.

RESOLUTION 17-22

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

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

RESOLUTION 18-22

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

6. Consider approval of a resolution accepting grant funds from the Department of Justice's Office of Justice Programs for the purchase of bulletproof vests for the Police Department as part of the FY 2022 Bulletproof Vest Partnership.

RESOLUTION 19-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE'S OFFICE OF JUSTICE PROGRAMS FOR THE FISCAL YEAR 2022 BULLETPROOF VEST PARTNERSHIP PROGRAM; APPROVING THE PURCHASE OF BULLETPROOF VESTS FOR THE TOWN USING AWARDED GRANT FUNDS; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE BULLETPROOF VEST PARTNERSHIP PROGRAM.

7. Consider approval of a lease agreement for the acquisition of Axon electric control devices (ECD or Taser); and authorization for the Mayor to execute same on behalf of the Town.

8. Consider approval of a client agreement with TargetSolutions/LMS Staffing to track required training hours and staffing for ISO and TCFP compliance in the amount of \$25,389.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Consider approval of an Annual Maintenance Contract with Goddard Enterprises for Mass Notification Systems in the amount of \$17,400.00; and authorization for the Mayor to execute same on behalf of the Town.
10. Consider approval of an Annual Maintenance Contract with ProCare Services / Stryker for Emergency Services ambulance equipment in the amount of \$31,415.00; and authorization for the Mayor to execute same on behalf of the Town.
11. Consider approval of the annual firefighter physical examinations with Front Line Mobile Health through the Professional Service Agreement in the total amount of \$64,350.00 and authorization for the Mayor to approve same on behalf of the Town.
12. Consider approval of an Extended Three-Year Warranty and Preventative Maintenance Contract with Zoll Medical Corporation for the Fire Department's heart monitors in the amount of \$65,981.25 due in three equal annual payments; and authorization for the Mayor to execute same on behalf of the Town.
13. Consider approval to continue contracted services with Dr. Sean Fleming in the amount of \$63,000.00 for EMS Medical Direction.
14. Consider approval of the purchase of three new Ford F450 Crew Cab Dual Rear Wheel Cab and Chassis Trucks per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford in the amount of \$201,645.25.

Mayor Pro Tem Sharma moved to approve by consent Items 1 – 14, as presented in the agenda caption. Councilmember Engel seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

Motion passed

AYES: SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

ABSENT: TAYLOR

K. REGULAR ITEMS

Mayor France opened items 15 & 16 at the same time.

15. Public Hearing to consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article II, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the 2021 edition of the International Building Code and local amendments thereto.

ORDINANCE 49-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR THE ADOPTION OF THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING

ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

16. Public Hearing to consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article XIV, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Residential Code, 2021 edition, and local amendments thereto.

ORDINANCE 50-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE XIV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE, 2021 EDITION, AND LOCAL AMENDMENTS THERETO; PROVIDING THAT THE BOARD OF ADJUSTMENT SHALL BE THE BOARD OF APPEALS FOR PURPOSES SET OUT HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

Staff Presentation

Ms. Hainley gave a presentation for items 15 and 16 identifying or noting:

- Background information
- Local amendments
- Code adoptions

Mayor France opened the Public Hearing at 7:17 p.m. No one spoke. Mayor France closed the Public Hearing at 7:17 p.m.

Mayor Pro Tem Sharma moved to approve item 15 as presented. Councilmember Schiestel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL

NAYS: NONE

ABSENT: TAYLOR

Mayor Pro Tem Sharma moved to approve item 16 as presented. Councilmember Schiestel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL

NAYS: NONE

ABSENT: TAYLOR

17. Consider approval of a Construction Agreement with Excel 4 Construction, LLC, for the Timber Creek Water and Sewer Replacements project, in the amount of \$2,609,265.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Mr. Crown gave a presentation identifying or noting:

- Timber Creek Water & Sewer replacements
- Aerial map
- Verified bid results
- Project budget, schedule

and he responded to questions or comments from Council regarding:

- Cost savings by some of the work being done in house
- Number of firms that were sent the RFP
- Traditional method comparison
- If this project will alleviate resident concerns recently expressed in this area

Mayor Pro Tem Sharma moved to approve item 17 as presented. Councilmember Engel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL

NAYS: NONE

ABSENT: TAYLOR

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

18. Public Hearing to consider an ordinance amending the Master Plan (MPA22-0001 – Cross Timbers Conservation Development District Update) by amending Section 1 “Land Use Plan,” Section 2 “Area Plan,” and Section 4 “Urban Design Plan,” for the purpose of updating conservation expectations and vision within the Cross Timbers Conservation Development District. (PZ recommended approval by a vote of 6 to 0 at its October 10, 2022, meeting.)
19. Public Hearing to consider an ordinance amending the Land Development Regulations (LDR22-0002 – Cross Timbers Conservation Development District Update) by amending Chapter 98 “Zoning,” of the Town's Code of Ordinances to amend conservation development standards within the Cross Timbers Conservation Development District. (PZ recommended approval by a vote of 6 to 0 at its October 10, 2022, meeting.)

Mayor Pro Tem Sharma moved to postpone items 18 and 19, including the public hearing, to November 7, 2022. Councilmember Schiestel seconded the motion.

VOTE ON MOTION:

Motion passed (to postpone)

AYES: SCHIESTEL, ENGEL, MARTIN, SHARMA

NAYS: NONE

ABSENT: TAYLOR

20. Public Hearing to consider an ordinance amending the Development Regulations (LDR22-0001 – Landscape Ordinance Update) by amending Chapter 74 “General Provisions,” Chapter 82 “Development Standards,” Chapter 94 “Trees,” and Chapter 98 “Zoning,” of the Town's Code of Ordinances to amend and propose new landscaping standards for the purpose of clarifying and updating certain sections. (PZ recommended approval by a vote of 6 to 0 at its October 10, 2022, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Overview
- Sec 74-3. Definitions
- Sec. 82-73. Computing parking and loading requirements
- Sec. 82-240. Foundational plantings
- Sec. 82-242. Street buffer landscaping areas
- Sec. 94-62. Street buffer trees
- Overhead utilities
- Parking area landscaping and trees
- Large parking area landscaping and trees
- Sec. 94-65. Detention/Retention and impoundment areas
- Approved tree planting list
- Large trees not appropriate for CTCDD
- Screening plant selection list
- Invasive species – shrubs (removed)
- Additional updates

and she, Mr. Dalton, or Ms. Bruce responded to questions or comments from Council regarding:

- Why the item is coming forward for Council consideration and action
- Clarification regarding flexibility and staff allowed exceptions
- Property impact
- Clarification regarding exceptions
- Vegetation around ponds based on meeting TCEQ regulations

Mayor France opened the Public Hearing at 7:53 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 in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
	Harrison Tobin, 5605 Southern Hill Ct*	Mike Boswell, Toll Brothers
	Gerard Tobin, 5605 Southern Hill Ct*	

*Indicated did not wish to speak

Mayor France closed the Public Hearing at 7:56 p.m.

Mayor Pro Tem Sharma moved to approve item 20 as presented. Councilmember Schiestel seconded the motion.

ORDINANCE 51-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 74, "GENERAL PROVISIONS;" CHAPTER 82, "DEVELOPMENT STANDARDS;" CHAPTER 94, "TREES;" AND CHAPTER 98, "ZONING," OF THE TOWN OF

FLOWER MOUND CODE OF ORDINANCES, TO AMEND AND PROPOSE NEW LANDSCAPING STANDARDS AND TO CLARIFY AND UPDATE CERTAIN SECTIONS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL

NAYS: NONE

ABSENT: TAYLOR

L. BOARDS/COMMISSIONS

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, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

Deputy Mayor Pro Tem Martin moved to appoint Adam Shear to the Historical Commission Task Force, Place 3, effective immediately, and with a tem expiration date of September 30, 2024. Mayor Pro Tem Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, MARTIN, ENGEL, SCHIESTEL

NAYS: NONE

ABSENT: TAYLOR

M./ CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:02 p.m. on October 17, 2022, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 9:28 p.m. on October 17, 2022, and no action on the following items:

a. Consultation with Attorney.

1. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development
2. Housing Discrimination Complaint
3. La Estancia Investments, L.P., v. Town of Flower Mound
4. Concealing identity while carrying a firearm

Mayor France reported that the regulations he previously brought up regarding firearms are preempted by the Local Government Code and he cited the associated statute. For this reason, there will be no further discussion or action by Council on that topic.

Administrative Note: This was a future agenda item request at the September 19, 2022 Town Council meeting: Mayor France indicated he would like a future item to discuss legislation that would prevent people from wearing face and neck coverings while armed. There was Council consensus to proceed.

- b. 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.
- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 9:29 p.m. on Monday, October 17, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

THE FLOWER MOUND TOWN COUNCIL WORK SESSION HELD ON THE 20TH DAY OF OCTOBER, 2022, 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 and work session with the following members present:

Derek France	Mayor
Sandeep Sharma	Mayor Pro Tem (left at 7:17 p.m.)
Ann Martin	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4

with the following member absent:

Brian Taylor	Councilmember Place 3
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constituting a quorum with the following members of the Town Staff participating:

Theresa Scott	Town Secretary
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
Chuck Jennings	Director of Parks and Recreation
Joelle Hainley	Building Official
JP Walton	Strategic Services Manager
Paul Henley	Fire Chief

A. CALL WORK SESSION TO ORDER

Mayor France called the work session to order at 6:00 p.m.

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

Mayor France gave the invocation and led the pledges.

D. PUBLIC COMMENT

No one spoke.

E. WORK SESSION ITEMS

Presentations and discussions on:

1. Tennis Center Funding

Mr. Childers provided an overview of the item. Mr. Jennings gave a presentation identifying or noting:

- Background information

- National participation
- Key takeaways from study
- Conceptual rendering
- Cost estimate
- Management option
- 4B funds over 20 years
- 4B park projects impacted

and he responded to questions or comments from Council regarding:

- Clarification regarding funding options
- Election timing

There was Council discussion regarding:

- Rise in interest rates
- Want to avoid raising the tax rates
- Don't want to deplete funds for current 4B projects
- Possibility of including Trotter Park in a TIRZ boundary
- Funding sources
- Interest in funding a tennis center but may need another meeting to understand the how, which would include 2-3 options from various funding sources to pick from

Robert Dransfield, Norton Rose Fulbright, Bond Counsel

Mr. Dransfield pointed out there is a principal and interest combined component of the 4b funds over 20 years that needs to be considered.

There was Council consensus to continue the discussion, and for staff to include specific options (pros and cons) including various funding sources.

2. Mandatory Sewer Connections

Mr. Dalton gave a presentation identifying or noting:

- Recap
- Applicability
- Process: Cost, appeal
- Expiration

and he responded to questions or comments from Council regarding:

- Cost
- Frequency of the situation
- How would timing be handled
- Mitigation efforts
- How expensive to connect than replace a system
- Next steps

There was Council discussion regarding:

- Good with the process
- Interest in making sure the BOA enforces the rules

There was Council consensus to move forward with having it on a future agenda.

3. Accessory Structures

Ms. Hainley gave a presentation identifying or noting:

- Background information
- Accessory buildings (defined)
- Photo examples
- Patio covers

And she responded to questions from Council regarding:

- What is the intent for the regulations in place
- Acceptable vs. non acceptable square footage
- Clarification regarding regulations associated with detached versus attached accessory buildings

There was general consensus to not make any changes to the current process.

4. All Together Flower Mound Commission

Mr. Walton gave a presentation identifying or noting:

- Background information
- ATFM Recommendations
- Next steps

and he responded to questions or comments from Council regarding:

- Are quarterly meetings too long between meetings for the board to be effective
- Process to generate items

Council discussion

There was Council discussion regarding:

- Agree with the recommendations as it provides structure, organization, consistency, and transparency
- Frequency of meetings
- Interest in having more discussion about the scope of work for ATFM

There was Council consensus to proceed in bringing an item forward to bring forward the modifications as discussed.

F. ADJOURN WORK SESSION

Mayor France adjourned the work session at 7:44 p.m. on Thursday, October 20, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

DRAFT

THE FLOWER MOUND TOWN COUNCIL SPECIAL MEETING HELD ON THE 28TH (9:00 A.M.) AND 29TH (8:00 A.M.) OF OCTOBER 2022, IN THE U.S. OPEN ROOM AT TOUR 18, LOCATED AT 8718 AMEN CORNER, IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS.

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

Derek France	Mayor
Sandeep Sharma	Mayor Pro Tem (10/28: arrived at 9:12 a.m.; absent 12:45 – 1:30pm)
Ann Martin	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4
Brian Taylor	Councilmember Place 3

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

Theresa Scott	Town Secretary
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Assistant Town Manager/Town Engineer
JP Walton	Strategic Services Manager

A. CALL TO ORDER

Mayor France called the meeting to order at 9:02 a.m. on October 28, 2022, and at 8:03 a.m. on October 29, 2022.

B. PUBLIC COMMENT

No one spoke on either date.

C. TOPICS

1. Conduct a planning retreat to discuss the Town's future vision, projects, initiatives, goals, objectives, and priorities concerning the following:
 - a. Governance (enhancing credibility, collaboration); Town Charter; Form of Government; Mission and Vision Statement
 - b. Strategic objectives and plan overview
Strategic Goals:
 - i. Safety & Security
 - ii. First Rate Infrastructure
 - iii. Financial Soundness and Operational Excellence
 - iv. Superior Quality of Life
 - v. Regional Cooperation
 - vi. Community Engagement
 - vii. Quality Workforce
 - c. Trends impacting the role of government
 - d. Community building
 - e. Communications; Community engagement; Transparency
 - f. Town accomplishments
 - g. Town services and infrastructure; streets; public utilities; transportation/CIP, traffic
 - h. Parks
 - i. Town finances; budget, revenues/expenditures
 - j. Planning; Development and zoning (Master Plan, density and land use)

- k. Environmental impacts
- l. Economic development
- m. All operations of the Town of Flower Mound government

There was Council discussion on the above referenced topics on both dates, with Patrick Ibarra, Mejorando Group, serving as facilitator. No action was taken.

Administrative Note: A full report will be provided at a future council meeting.

D. ADJOURN

Mayor France adjourned the meeting at 4:03 p.m. on Friday, October 28, 2022, and all were in favor.

Mayor France adjourned the meeting at 11:14 a.m. on Saturday, October 29, 2022, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 02

CONSENT ITEM

DATE: November 7, 2022

FROM: Lynda Bolitho, Director of Human Resources

ITEM: Consider approval of the award of RFP No. 2023-2-A with McGriff, Seibels, & Williams of Texas, Inc. in the amount of \$50,000 for health benefits brokers services with McGriff, Seibels, & Williams of Texas, Inc., and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: In August 2022, the Human Resources Division issued a request for proposal for consultant/broker to provide professional services related to the administration of the Town's Group Health Plan and ancillary benefits. Two responses were received which included the Town's current consultant/broker, McGriff, Seibels, & Williams of Texas, Inc. Both submittals were evaluated by the Director of Human Resources and the Human Resources Manager.

The role of the consultant/broker for the Town of Flower Mound includes but is not limited to:

- Annually reviewing employee health benefits, cost effectiveness, funding analysis, plan design, market competitiveness and plan administration.
- Monitoring and analyzing current contracts, compliance and claims data, performance standards, and provider compliance with contracts and paid claims.
- Providing funding recommendations, projections, cost trends and rate structure based on annual claims analysis; and
- Reporting relative to the health plan's expenditures, services provided, claims and utilization.

Based on the qualifications submitted, history, tenure, experience with other like size municipalities, fee structure, five-year rate guarantee and follow up questions, it is determined that McGriff, Seibels, & Williams of Texas, Inc. is the best suited to meet the Town's requirements.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$50,000

Proposed Expenditure/(Revenue):

\$50,000

Account Number(s):

840-710-17600-5110

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

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

ATTACHMENTS:

1. Town of Flower Mound Standard Terms & Conditions for Services/Products

DRAFT MOTION: Move to approve as presented in the agenda caption.

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

This Contract is made by the Town of Flower Mound, Texas, a Municipal Corporation ("Town") and McGriff Insurance Services, 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: Employee Benefits Consultant - Broker Services (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 the solicitation. 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 will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Payments will be processed monthly with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification 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 submitted 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 request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or 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.

9. **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.

10. **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.

11. **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.

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 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.

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

15. **TERMINATION OF CONTRACT.** Town may terminate this contract upon ninety (90) 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 TBD. 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.

- a. 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.
- b. 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.
- c. 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 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.

a. **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.

18. **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.

19. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering 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.

20. **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.

21. **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.

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

23. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall always during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.

24. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.

25. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

26. **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: _____
Title: _____
Company Name: _____
Address: _____
City, State, Zip: _____

27. 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.

28. 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 in Denton County, Texas.

29. COUNTERPARTS. The Contract may be signed in counterparts, each of which shall be deemed to be an original.

30. EFFECTIVE DATE. This contract shall be effective once it is signed by the Town and Contractor.

31. ADDITIONAL VERIFICATIONS

To the extent required by Texas law, Seller verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; and (2) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

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.

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

By: _____ By: _____
Name: _____
Title: _____ Mayor Derek France
Date: _____ Date: _____



TOWN COUNCIL AGENDA ITEM NO. 03

CONSENT ITEM

DATE: November 7, 2022

FROM: Sue Ridnour, Director of Library Services

ITEM: Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorization for the mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Since 1985, the Town has annually received funding from Denton County in exchange for providing library services to residents of the county. The amount to be received in FY2022-23 is \$51,400. Approximately 30% of the Library's current cardholders are Denton County residents who live outside the Flower Mound town limits.

To be eligible for funding, the Flower Mound Public Library must agree to serve all Denton County residents. The library must also have in place technology protection measures (filters) with respect to any computers used by the public. The Flower Mound Public Library fulfills these requirements.

The Director of Library Services acts as liaison officer between the County and the Town.

BOARD REVIEW/CITIZEN FEEDBACK: None

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$51,400, to be paid in quarterly installments

Proposed (Revenue):	Account Number(s):
(\$51,400)	100-4605

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

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

ATTACHMENTS:

1. Interlocal Agreement for Library Services

DRAFT MOTION: Move to approve as presented in the agenda caption.

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

FLOWER MOUND PUBLIC LIBRARY

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the Town of Flower Mound, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2022.

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2022, through September 30, 2023.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability or national origin. Upon proper proof of residence, by an individual in the **COUNTY**, the individual shall be entitled issuance of a library card, at no cost, to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, and laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

Sue Ridnour, Director of Library Svcs

The **MUNICIPALITY** shall designate _____ to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. Sue Ridnour shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, and laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY**.

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents or representatives of the **COUNTY**.

*To the fullest extent permitted by law, the **MUNICIPALITY** agrees to hold harmless and indemnify the **COUNTY** from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the **MUNICIPALITY**, its officers, agents or employees.*

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the **COUNTY** is: Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is: Flower Mound Public Library
c/o The Town of Flower Mound, Texas
3030 Broadmoor Lane
Flower Mound, Texas 75022
Attention: Sue Ridnour
Telephone: 972-874-6200

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **FIFTY ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$51,400.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable in equal quarterly installments to the **MUNICIPALITY** commencing on October 1, 2022. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A."

Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as "filters") with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography.

The technology protection measures shall be in compliance with the Children's Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2022.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

In the event any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties

hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED this _____ day of _____, 20____.

DENTON COUNTY, TEXAS

The Town of Flower Mound, Texas

By: _____
Andy Eads, County Judge
Denton County, Texas

By: _____
Name: Derek France
Title: Mayor, Town of Flower Mound

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
Town Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor



TOWN COUNCIL AGENDA ITEM NO. 04 CONSENT ITEM

DATE: November 7, 2022

FROM: Robert Pegg PE, Assistant Director of Engineering

ITEM: Consider approval of a Professional Services Agreement for the Denton Creek and Prairie Vista Wastewater Model Update project, with Kimley-Horn, for \$82,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Denton Creek and Prairie Vista Wastewater Model Update project will create a new wastewater model for the Town's Denton Creek and Prairie Vista wastewater basins. Because of the limited extent of Town's wastewater in the two basins, the current model only shows wastewater interceptor lines. With the expected development triggered to the recently approved Flower Mound Ranch development a more detailed, "all-pipes" type model is needed allow the Town's Engineering Department to properly model the impacts of the new developments and to help identify and monitor inflow and infiltration (I&I) in the two basins. By updating the modeling methodology, the Town will be better able to ensure that future developments meet the requirements of SmartGrowth and to adequately plan for future CIP projects.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$82,000

Proposed Expenditure/(Revenue):	Account Number(s):
\$82,000	630-970-98030-6070

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

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

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Move to approve as presented in the agenda caption.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN and ASSOCIATES, INC.**

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to create a new wastewater model for the Denton Creek and Prairie Vista project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Eighty Two Thousand (\$82,000). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Robert Pegg, P.E.
Assistant Director of Engineering
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6312 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

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

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

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

XVIII.

Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use

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

XIX.
Notice Information

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

Robert Pegg, P.E.
Assistant Director of Engineering
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6312 Telephone

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

Anthony Samarripas, P.E.
Vice President
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
972-770-1314 Telephone

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

XX.
Applicable Law

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

XXI.

Non-Discrimination

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

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

XXII.

Arbitration

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

XXIII.

No Waiver of Governmental Immunity

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

XXIV.

Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity

notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Kimley-Horn and Associates, Inc.

By: Scott R. Arnold
Name: Scott R. Arnold
Title: Vice President

Date Signed: October 12, 2022

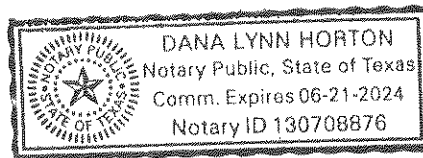
State of Texas §
 §
County of TARRANT §

This instrument was acknowledged before me on the 12th day of October, 2022 by SCOTT R. ARNOLD in his capacity as VICE PRESIDENT of KIMLEY-HORN AND ASSOCIATES, INC., a NORTH CAROLINA Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of KIMLEY-HORN AND ASSOCIATES, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 12th DAY OF October 20 22.

Dana Lynn Horton
Notary Public, State of Texas

My Commission Expires:
06-21-2024



ATTACHMENT A**SCOPE OF SERVICES****PROJECT NAME: Denton Creek and Prairie Vista Wastewater Model****PROJECT UNDERSTANDING**

The Town of Flower Mound (Town) has asked Kimley-Horn and Associates, Inc. (Kimley-Horn) to create a new wastewater model for the Denton Creek and Prairie Vista wastewater basins on the west side of Town. These wastewater basins discharge to the Trinity River Authority (TRA) regional wastewater system. The Town's current wastewater model includes the Long Prairie and Lakeside wastewater basins on the east side of town. The wastewater lines in these modeled basins are skeletonized and show only wastewater interceptor lines. The Town would like to create an all-pipes model for the infrastructure in the Denton Creek and Prairie Vista wastewater basins which will consist of all wastewater lines 6-inch and larger. Kimley-Horn will analyze the land uses in the Denton Creek and Prairie Vista wastewater basins and load the model based on existing conditions. Flow monitoring will be performed to calibrate the model for existing conditions and to develop dry weather and wet weather peaking factors. It is Kimley-Horn's understanding that Town will then utilize information from the model to identify and monitor inflow and infiltration (I&I) in these basins. Kimley-Horn will prepare a technical memorandum discussing the analysis conducted and the creation of the new wastewater model.

SCOPE OF PROFESSIONAL SERVICES**TASK 1 – WASTEWATER MODEL INFRASTRUCTURE**

- A. This task involves generating wastewater model infrastructure for the Town's wastewater lines in the Denton Creek and Prairie Vista basins. Kimley-Horn will:
 - a. Obtain the Town's GIS data and available record drawings to understand the infrastructure in this area and to confirm sizes, lengths, capacities, etc. of existing infrastructure.
 - b. Generate wastewater model infrastructure based on record information received.
 - c. Meet with Town staff to discuss update, review draft model, and receive anecdotal input regarding infrastructure, flows, and capacities.
- B. Deliverables
 - a. Innovyze InfoSewer Wastewater Model
- C. Exclusions/Assumptions
 - a. Performing field survey to verify record drawing information is not included in this scope of work.

TASK 2 – WASTEWATER MODEL FLOWS

- A. This task involves evaluating the existing land uses in the Denton Creek and Prairie Vista service areas and associated wastewater duty factors as

determined by the 2020 Water and Wastewater Master Plan Updates, prepared by Kimley-Horn.

- B. In addition, this task involves loading the existing dry and wet weather scenarios. Kimley-Horn will:
 - a. Generate wet weather peaking factor using Harmon's equation. Compare peaking factors to those identified through flow monitoring.
 - b. Evaluate flow monitoring results and compare data to wastewater loadings developed during the 2020 Water and Wastewater Master Plan Updates. Update loading projections as appropriate.
 - c. Allocate loading projections within model for existing dry and wet weather conditions. Loads will be allocated over various nodes within the model to represent system conditions.
 - d. Determine wastewater manhole service areas and delineate sub-basins
 - e. Coordinate with Town staff to better understand the existing system conditions in the wastewater basins.
 - f. Coordinate with Town staff to go over model information and results to identify areas of the wastewater basins that could be seeing additional I&I.
- C. Deliverables
 - a. Kimley-Horn will prepare a technical memorandum describing the model update. The memo will include wastewater flow monitoring information, model peaking factors, and loadings for the existing dry and wet weather scenarios.
 - b. Kimley-Horn will provide one PDF exhibit of the wastewater infrastructure in the Denton Creek and Prairie Vista service areas.
- D. Meetings
 - a. Kimley-Horn will attend one project review meeting with the Town.
- E. Exclusions/Assumptions
 - a. Performing master planning analysis and evaluation of future flows, developments and infrastructure are not included in this scope of work.
 - b. The model will be run and evaluated using Innovyze InfoSewer software utilizing a steady-state model.

TASK 3 – FLOW MONITORING AND MODEL CALIBRATION

- A. Flow Monitoring and Model Calibration
 - a. This task includes wastewater flow monitoring and rainfall monitoring at various locations in the Denton Creek and Prairie Vista basins to determine existing flow conditions. Kimley-Horn will:
 - i. Perform flow monitoring at 2 locations and rainfall monitoring at 1 location for a duration of 28 days.
 - ii. Establish typical existing dry weather average daily flows and wet weather peak hourly flows.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Determining Capital Improvement projects for 5-year, 10-year, and buildout scenarios.
- Providing surveying and engineering design of future Capital Improvement Projects.
- Providing presentations to the Town Council.
- Attending additional public meetings during the project.
- Preparing an Opinion of Probable Construction Cost for improvement projects.
- Assisting Town or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Kimley-Horn on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Reviewing Contractor's References.
- Any services not listed in the Scope of Services.

ATTACHMENT B

COMPENSATION

Kimley-Horn will provide the Scope of Services for a lump sum fee.

Task 1 – Wastewater Model Infrastructure	\$24,500
Task 2 – Wastewater Model Flows	\$29,500
Task 3 – Wastewater Flow Monitoring	\$28,000
<u>TOTAL</u>	<u>\$82,000</u>

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

ATTACHMENT C

TIME OF COMPLETION

We are prepared to begin our services immediately upon authorization. Upon receipt of a notice to proceed, we anticipate performing the model updates and preparing a draft memorandum within 90 calendar days.



TOWN COUNCIL AGENDA ITEM NO. 05 CONSENT ITEM

DATE: November 7, 2022

FROM: Blake Hummel, Senior Project Engineer

ITEM: Consider approval of an Ordinance amending Chapter 14, “Buildings and Building Regulations,” Article XVI – Fences in the Floodplain Prohibited, of the Code of Ordinances of the Town of Flower Mound; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: As identified in Chapter 14 – Buildings and Building Regulations, Article XVI – Fences in the Floodplain Prohibited, Sec. 14-612 of the Town of Flower Mound Code of Ordinances the Town Manager may grant an exception to fences being placed within the floodplain provided several conditions are met. The proposed revision to Ord. No. 25-13 will include the ability for the Town Manager’s designee to be able to review and grant future exceptions related to this section of the Town of Flower Mound Code of Ordinances.

This proposal also cleans up an old reference to Ord. No. 42-09 in Sec. 14-615 and updates to the correct ordinance Ord. No. 06-18 which is Chapter 33 – Flood Damage Prevent of the Town of Flower Mound Code of Ordinances.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The proposed ordinance revision will help enhance the efficiency of the exception process by granting the Town Manager’s designee ability to approve or deny the request. Option to not approve the proposed ordinance revision will leave the existing ordinance and Town process unchanged.

FISCAL IMPACT: N/A

LEGAL REVIEW: Autumn Keefer of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Fences In The Floodplain Prohibited - Ordinance Revision

DRAFT MOTION: Move to approve as presented in the agenda caption.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 14-610 "DEFINITIONS," OF ARTICLE XVI, "FENCES IN THE FLOODPLAIN PROHIBITED," OF CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY DEFINING THE TERM "TOWN MANAGER" AND UPDATING THE CONFLICTS WITH OTHER ORDINANCES SECTION; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Article XVI "Fences in the Floodplain Prohibited" of Chapter 14, "Buildings and Building Regulations," of the Town of Flower Mound Code of Ordinances, as amended, establishing that it is unlawful to construct or otherwise place a fence in a floodplain unless it falls under an exception; and

WHEREAS, the Town Council finds and determines that defining the term "town manager" should be incorporated into the Town's ordinance for clarification purposes; and

WHEREAS, the Town Council finds and determines that updating Section 14-615 is necessary with the adoption of this ordinance; and

WHEREAS, the Town Council finds that the amendment to Sections 14-610 and 14-615 as outlined herein are in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

SECTION 1

Section 14-610 "Definitions," of Article XVI, "Fences in the Floodplain Prohibited," of Chapter 14 "Buildings and Building Regulations," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to read as follows:

"Sec. 14-610. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Town manager means the town manager of the Town of Flower Mound or their designated representative.

* * *

SECTION 2

Section 14-615 “Conflicts with Ordinance No. 42-09,” of Article XVI, “Fences in the Floodplain Prohibited,” of Chapter 14 “Buildings and Building Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to read as follows:

“Sec. 14-615. Conflicts with Ordinance No. 06-18.

In the event of any conflict between this article and Ordinance No. 06-18, as amended, this article shall prevail.”

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 4

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

SECTION 5

Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

All rights and remedies of the Town of Flower Mound, Texas, are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS ___ DAY OF ___, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

**TOWN COUNCIL AGENDA ITEM NO. 06****CONSENT ITEM**

DATE: November 7, 2022

FROM: Blake Hummel, Senior Project Engineer

ITEM: Consider approval of Change Order No. 3 for the construction of the FM2499 12-Inch Water Line Phase I (Dixon to South of FM1171) project, amending the contract with GRod Construction, LLC, to provide for an increase to the contract in the amount of \$18,993.85; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On September 16, 2019, GRod Construction, LLC, was awarded the FM2499 12-Inch Water Line Phase I (Dixon to South of FM1171) project, in the amount of \$859,092.30.

On September 30, 2020 Change Order No. 1 was approved and provided an increase to the contract in the amount of \$12,400.00 and an updated total contract amount of \$871,492.30.

On December 7, 2020 Change Order No. 2 was approved and provided an increase to the contract in the amount of \$36,230.00, for a revised contract amount of \$907,722.30.

Change Order No. 3 proposes to increase the contract in the amount of \$ 18,993.85, for a revised contract amount of \$926,716.15. Change Order No. 3 includes adjustments to material quantities based on the actual quantities installed and measured in the field.

The project is complete.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$18,993.85

Proposed Expenditure/(Revenue):	Account Number(s):
\$18,993.85	308-103-98838-6170

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

Total project cost is \$3,200,000. Funding sources are:

- Impact Fees \$ 600,000
- TIRZ \$ 2,600,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 3

DRAFT MOTION: Move to approve as presented in the agenda caption.

CHANGE ORDER No. 3

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Grod Construction, LLC

Project: FM2499 12-Inch Water Line Phase I (Dixon to South of FM1171)

CHANGE ORDER NO. 3

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

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

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
3	12" AWWA C900 DR 18 PVC Water Line by Open Cut	LF	Add	57.51	\$82.00	\$ 4,715.82
11	Trench Safety	LF	Add	57.51	\$3.00	\$ 172.53
15	Remove and Replace Concrete Pavement	SY	Add	62	\$280.00	\$ 17,360.00
16	Remove and Replace Barb Wire Fence	LF	Deduct	325	\$8.00	\$ (2,600.00)
17	Temporary Fence	LS	Deduct	119	\$5.50	\$ (654.50)

TOTAL**\$ 18,993.85****JUSTIFICATION**

Change Order No. 3 provides for adjustments to quantities based on the actual quantities installed and measured in the field.

Original Contract

\$ 859,092.30

Change Order #1

\$ 12,400.00

Change Order #2

\$ 36,230.00

Change Order #3

\$ 18,993.85

Revised Contract Price

\$ 926,716.15

Original Substantial Completion Days

120

Change Order No. 1 Additional Days

5

Change Order No. 2 Additional Days

20

Revised Substantial Completion Days

145

Original Final Completion Days

150

Change Order No. 1 Additional Days

5

Change Order No. 2 Additional Days

20

Revised Final Completion Days

175

Recommended
for Approval

 Blake Hummel, P.E.
 Senior Project Engineer

10/24/22

Date

Summer Plunket

Digitally signed by Summer Plunket
 DN: cn=Summer Plunket, o=Grod Construction, ou,
 email=summer.john@grodconstruction.com, c=US
 Date: 2022.10.24 14:32:29 -0500

 Contractor
 Finance Manager

Date

Approved

 Derek France
 Mayor

Date

10/24/2022



TOWN COUNCIL AGENDA ITEM NO. 07

CONSENT ITEM

DATE: November 7, 2022

FROM: Clay Riggs, PE, CFM, Director of Public Works

ITEM: Consider approval of the annual purchase contract for Asphalt Pavement Resurfacing Services from Reynolds Asphalt & Construction Company, through a City of Grand Prairie Contract (#21157) for an estimated annual amount of \$780,000.00.

BACKGROUND INFORMATION: This item is for the purchase of asphalt resurfacing services for the Public Works Street Maintenance division, using the City of Grand Prairie's contract (#21157) with Reynolds Asphalt & Construction Company, for an estimated annual amount of \$780,000.00.

Each fiscal year funds are included in the Street Maintenance division's budget for asphalt resurfacing projects. The department estimates an annual expenditure of \$780,000.00 for FY2022-23 to resurface the roads in the Franklin Hills Subdivision. Reynold's Asphalt & Construction Company has provided the Town with these services in the past and staff is confident of their ability to perform these services satisfactorily.

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

FISCAL IMPACT: \$780,000.00

Proposed Expenditure:	Account Number(s):
\$780,000	100-690-92240-4303

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

ATTACHMENTS:

1. City of Grand Prairie Pavement Resurfacing Services Contract #21157

DRAFT MOTION: Move to approve as presented in the agenda caption.



Contract Coversheet

Dept: * Purchasing

Contract ID: 21157

For: Public Works

Bid Number: 21117

Contact Name: Angi Mize

Contact Phone: * 8262

Contact Email: * amize@gptx.org

Vendor Name: Reynolds Asphalt & Construction Co.

Vendor Email: ntankersley@reynoldsasphalt.com

Project Name: Pavement Resurfacing Services

Summary: initial contract w/four renewals

Permanent Retention *

☐ Yes

☒ No

Contract Amount

\$ 4,340,450.00

Total Contract Amount over all terms

\$ 21,702,250.00

Account #

Work Order #

Dates

Implementation Date

8/17/2021

Termination Date

8/31/2022

Council Approval Date

8/3/2021

Contract Approvals

Department Manager:

Cathy Patrick

Date 8/10/2021

City Attorney Signature

Tiffany Bull

Date 8/10/2021

City Manager Signature

WILLIAM A. HILLS

Date 8/18/2021

City Secretary Signature

Gloria Colvin

Date 8/19/2021

CITY OF GRAND PRAIRIE SERVICES PRICE AGREEMENT

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the “CITY”), and **REYNOLDS ASPHALT & CONSTRUCTION CO.** (hereinafter referred to as “VENDOR”) and evidences the following:

I. PURPOSE

VENDOR shall provide pavement resurfacing services per bid award resulting from VENDOR’s response to RFB #21117, submitted by Ned Tankersley, on July 2, 2021.

II. DESCRIPTION OF SERVICES

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

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY’s Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDORS bid to CITY (attached hereto as “Exhibit A”); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more, less, or none of the services depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

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

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$4,340,450.00 without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The city will pay invoices as work is completed and within 30 days after receipt of an invoice or certification by the City that the work is performed in a good and workmanlike manner, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of August 17, 2021. No new orders shall be accepted, against this Contract term, after midnight on August 31, 2022. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

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

VII. CONFLICT OF INTEREST

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

VIII. CHANGE IN WORK

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

IX. CONFIDENTIAL WORK

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

X. OWNERSHIP OF DOCUMENTS

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

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

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to ensure, in connection with any work under this Contract, VENDOR, VENDOR'S associates, sub-vendors, and employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical or mental handicap, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain, and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract. VENDOR verifies that it does not "boycott Israel" as that term is defined in Tex. Govt. Code §808.001 and will not boycott Israel during the term of this contract.

XII. INDEPENDENT VENDOR

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

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

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

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and VENDOR shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

XV. NO VERBAL AGREEMENT

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

XVI. TERMINATION

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

XVII. VENUE

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

XVIII. APPLICABLE LAWS

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

XIX. FIREARM AND AMMUNITION INDUSTRY CONTRACT VERIFICATION

VENDOR verifies that, in accordance with the terms defined in Section 2274.001 of the Texas Government Code, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association.

XX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas, without regard to any conflict of law rules.

XXI. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:

City of Grand Prairie
ATTN: Angi Mize, Sr. Buyer/ Purchasing Division
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8262 | Email purchasingfax@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Dane Stovall, Public Works/Streets
1821 S SH 161, Grand Prairie, TX 75052
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8256 | Email dstovall@gptx.org

VENDOR:

Reynolds Asphalt & Construction Co.
ATTN: Ned Tankersley
8713 Airport Frwy #100, North Richland Hills, TX, 76180
Phone 817-267-3131 | Email ntankersley@reynoldsasphalt.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

XXII. SEVERABILITY

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

XXIII. RIGHT OF REVIEW

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

XXIV. WAIVER OF ATTORNEYS FEES

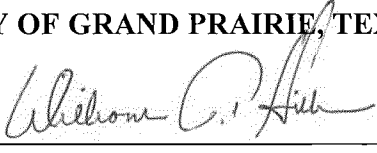
VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of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

XXV. NON-COLLUSION

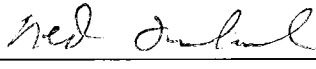
VENDOR represents and warrants that VENDOR has not given, made, promised, or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the CITY under this Contract. VENDOR further agrees that VENDOR shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the CITY under this Contract) for any of the services performed by VENDOR under or related to this Contract. If any such gift, bonus, commission, money, or other consideration is received by or offered to VENDOR, VENDOR shall immediately report that fact to the CITY and, at the sole option of the CITY, the CITY may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to VENDOR under this Contract.

EXECUTED this the _____ day of _____, 8/19/2021.

CITY OF GRAND PRAIRIE, TEXAS

By: 
Deputy City Manager

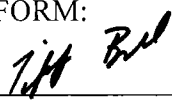
REYNOLDS ASPHALT & CONSTRUCTION CO.

By: 
Printed
Name: Neal Tankersley
Title: Vice President

ATTEST:


for
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:


Megan Mahan, City Attorney

By Tiffany Bull, Assistant City Attorney
CONTRACT FOR PRICE AGREEMENT ~ RFB #
(City Standard Form—Revision June 2021)



CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 21117 – Pavement Resurfacing Service

DUE DATE: PRIOR TO 2PM JULY 2, 2021

DUE TO: Angi Mize, Interim Purchasing Manager
Purchasing Division
www.publicpurchase.com
Grand Prairie, Texas 75050

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

Table of Contents

ADVERTISEMENT FOR BIDS	3
1. PROJECT SCOPE	4
2. HOT MIX ASPHALT CONCRETE (HMAC).....	4
3. OVERLAYING OF EXISTING STREETS	4
4. UTILITIES	4
5. WATER FOR CONSTRUCTION.....	4
6. START OF CONSTRUCTION	5
7. WORKING HOURS	5
8. TRAFFIC CONTROL	5
9. WORK ZONE MAINTENANCE.....	6
10. PRIVATE PROPERTY CONCERNS.....	6
11. BACKFILL AND CLEANUP	6
12. FINAL INSPECTION	6
13. PAYMENT AND INVOICING	7
14. VENDOR RESPONSIBILITIES	7
15. VENDOR QUALIFICATIONS	8
16. SAFETY REQUIREMENTS	8
17. PROCUREMENT SCHEDULE	9
18. CONTACT.....	9
19. BID EVALUATION	9
20. EVALUATION CRITERIA.....	9
21. SUBMITTAL RESPONSE GUIDELINES	10
22. BONDS.....	10
23. AGREEMENT TERMS AND AWARD.....	10
SOLICITATION STANDARD TERMS AND CONDITIONS.....	11
SUBMITTAL FORMS	14

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received via www.PublicPurchase.com until **July 2, 2021**, at 2:00 PM, and publicly opened and read via teleconference for the purchase of the following:

BID # 21117 – Pavement Resurfacing Service

Further information and specifications may be obtained at www.publicpurchase.com, www.gptx.org, or from the Purchasing division at (972) 237-8262.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Publish: June 13th & June 20th, 2021

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Grand Prairie Street Maintenance Division. These services shall include but are not limited to cleaning, preparing surface, placing tack coat and overlaying with hot mix asphalt concrete paving of city streets. All construction shall be in accordance with this specification and standards published by North Central Texas Council of Governments (NCTCOG). This contract will begin on or after August 17, 2021.

2. HOT MIX ASPHALT CONCRETE PAVEMENT – (HMAC) 64-22

- 2.1** Material and placement must meet specifications in accordance with the latest TXDOT Standard Specifications for Construction of Highways (<http://www.dot.state.tx.us/business/specifications.htm>) , except that the asphalt content of asphaltic concrete mixtures shall be not less than four percent (4%) and not greater than eight percent (8%). Product must be non-toxic to fish and other aquatic life.
- 2.2** The mileage haul from plant shall be determined along the nearest and shortest route from the plant to the job site.
- 2.3** Materials laid and finished by the bidder shall be compacted to not less than 96% compaction tested by laboratory based on the Texas Test Method 227F.
- 2.4** MSDS sheets must be provided with products where applicable.

3. OVERLAYING OF EXISTING STREETS

- 3.1** The street surface of the existing pavement shall be cleared of grass, weeds, and swept prior to placing of the overlay.
- 3.2** SS1 (emulsion) shall be placed and used prior to placing HMAC overlay and shall cover entire area as per NCTCOG public works standards (<http://www.nctcog.org/envir/SEEDevEx/pubworks/standards.asp>). Contractor shall supply all necessary materials and equipment to tack sub-grade prior to placing HMAC Type "D" surface course as outlined in the specification.
- 3.3** Driveways will be resurfaced back to the property line, with clean joint at tie in.

4. UTILITIES

- 4.1** The contractor shall retain full responsibility for adjusting all public utilities and protecting same against damage during the life of the project.
- 4.3** The contractor is responsible for arranging all locates within rights-of-ways.
- 4.3** Contractor shall adjust to final grade all existing valves and utilities. The manhole and valve adjustments shall be paid for as per bid pay items. Contractor shall be responsible for providing all manhole rings, valves, lids, etc., for the adjustment/placement to finished grade of street. They shall meet the City Standard Details for design.

5. WATER FOR CONSTRUCTION

- 5.1** The contractor shall pay for water for the project. The contractor will be required to make application and deposit for a construction meter with the City of Grand Prairie Water Utility Customer Services Division.

6. START OF CONSTRUCTION

- 6.1** The successful bidder agrees that projects will begin within seven (7) days of written notice and assurance of work order from the City.
- 6.2** The contractor shall pick up two portable (2) signs from city Street Department and place at each end of their project to inform citizens that this is a Sales Tax Project. Signs shall be returned to the Street Department at the completion project. Signs shall not be removed until contractor has permission by the City.

7. WORKING HOURS

- 7.1** No street, lane, or alley closures will be allowed on weekends or holidays (listed below) and working times are 7:00 am to 5:00 pm (except on major thoroughfares) Monday through Friday; except as herein written in specifications.
- 7.2** Holidays
 - New Year's Day – January 1
 - Martin Luther King's Birthday – January 15
 - Memorial Day – Last Monday in May
 - Independence Day – July 4
 - Labor Day – First Monday in September
 - Thanksgiving – Fourth Thursday and Friday in November
 - Christmas – December 24th & 25th

8. TRAFFIC CONTROL

- 8.1** The contractor shall provide construction and maintenance signs, construction lights, barricades, channelizing devices and flagmen as required to provide for the safety of the traveling public. These items shall be in accordance with the recommended practices of the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.) (<http://www.txdot.gov/government/enforcement/signage/tmuted.html>) .
- 8.2** Traffic control will be broken into the following two categories:
 - Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
 - Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.
- 8.3** No street shall be closed except upon written authority from the city.
- 8.4** Contractor shall submit a traffic control plan for approval four (4) days prior to starting work at any location. All barricades, detour signs for total closure of the street, and all maintenance of signs and removals upon completion of project shall be in accordance with Texas M.U.T.C.D.
- 8.5** All street work and closures will require a four (4) day notice to public.
- 8.6** Construction signs shall not be removed from the project until approved by the city.
- 8.7** At the end of each day, the contractor shall prepare the work to the satisfaction of the city to ensure safe driving at night; and shall place temporary pavement markings and maintain it until the city has approved the final inspection.
- 8.8** Contractor shall provide all temporary pavement marking as needed and placed before removal of barricades for the safety of public until permanent markings are installed by owner.

9. WORK ZONE MAINTENANCE

It shall be the sole responsibility of the contractor to maintain the work zones during all phases of construction. This will include any repair or maintenance work needed due to delays from weather, scheduling, etc.

10. PRIVATE PROPERTY CONCERNS

10.1 It shall be the contractor's responsibility to relocate any mailboxes and vehicles as may be necessary during the various stages of the projects.

10.2 It shall be the contractor's responsibility to cooperate with the property owners on all construction work to be performed.

10.3 Contractor shall not use property owner's water or place temporary sanitation facilities on private property.

10.4 Proper sanitation requirements for contractor's employees shall be provided by contractor at no cost to the city or private property owners.

10.5 All private agreements between the contractor and property owners are not binding on the City of Grand Prairie.

10.6 Door hangers will be provided by the city for the contractor to distribute to the property owners. All door hangers must be distributed a minimum of 72 hours prior to construction beginning, at the contractor's expense and as requested by city.

11. BACKFILL AND CLEANUP

11.1 The street can only be opened to traffic after the new asphalt is in place, compacted, temporarily striped (tabs or tape), cleaned up and approved by owner.

11.2 All areas disturbed by the contractor will be returned to their original condition to include grass, sprinkler systems, etc.

11.3 Contractor shall complete all backfilling and clean up within ten (10) business days of completing the placement of 2" HMA.

11.4 All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of, at contractor's expense, in a satisfactory manner except in locations where, in the judgment of the City and property owner, it can be neatly spread over the adjacent area.

12. FINAL INSPECTION

12.1 Whenever the work provided for and contemplated under the contract has been satisfactorily completed and the final clean up performed, the representative authorized to accept same will make the "Final Inspection". Such inspection will be made within ten (10) days after written notification. After final inspection, if the work is found to be satisfactory, the contractor will be notified in writing of the acceptance. No time charge will be made against the contractor between said date of notification of the representative in charge and the date of final inspection of the work.

13. PAYMENT AND INVOICING

13.1 Payment - The City will authorize payment upon satisfactory completion, inspection and acceptance by the City. All work will be performed in accordance with the outlined quote and purchase order furnished by the city. Vendors are subject to non-payment for any/all unauthorized work.

13.2 Material Tickets

The contractor shall provide the city with copies of all material tickets and certified weight tickets incorporated in the job daily. This requirement must be met to ensure quality control and quality assurance and proper payment to contractor. Any failure to provide tickets by the end of the day will result in the stoppage of the next day's planned activities and/or non-payment of work until tickets are provided.

13.3 Unsatisfactory Work

The city shall not pay for work that is deemed not meeting minimum specifications. The contractor will be given a reasonable opportunity to correct the deficiency. Failure of the contractor to correct the deficiency will be ground for non-compliance and termination of the contract and/or nonpayment.

13.3 Invoicing - The following requirement applies to all invoices. Invoices must reference a purchase order number and have attached a copy of the matching estimate(s). The invoice should include the following:

- Purchase Order number
- Invoice number
- Total Hours Charged
- Contract rates
- Original cost for parts & cost after mark-up
- Total amount due

14. VENDOR RESPONSIBILITIES

14.1 Supervision – The Vendor shall, during all periods of contract performance, provide competent supervision of his employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Vendor or a capable, fully authorized representative must be immediately available during all work activities to receive all special instructions from the City agent.

14.2 Defective Work and Damages – The Vendor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Any damage will be immediately reported to the Street Services Manager or his agent. Failure by the Vendor to proceed promptly with corrective actions may be cause for cancellation of this contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Vendor.

14.3 Warranty - All work performed under this contract for the City of Grand Prairie shall be warranted for a period of two years. If within two years, after acceptance of work, any of the work is found to be defective or not in accordance with the contract, the contractor shall correct it promptly after receipt of written notice from the owner.

15. VENDOR QUALIFICATIONS

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

16. SAFETY REQUIREMENTS

- 16.1** The Vendor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Vendor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
- 16.2** Vendor will provide all required safety signage, barricades, and flashers/strobes.
- 16.3** All employees shall follow all applicable safety procedures, have appropriate safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.
- 16.4** All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.
- 16.5** Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.
- 16.6** Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.
- 16.7** Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, operating or removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered and operating equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

17. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Monday, June 14, 2021
Deadline for Questions	Wednesday, June 23, 2021
Responses to Questions	Thursday, June 24, 2021
Deadline for Receipt of Bids	Friday, July 2, 2021
Council Date	Tuesday, August 3 rd 2021

18. CONTACT

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize at amize@gptx.org by 4:00 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie's response to questions and requests for clarification will be posted to Public Purchase (www.publicpurchase.com)

19. BID EVALUATION

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

20. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

EVALUATION CRITERIA		POINTS
1	Cost	50
2	Qualifications	25
3	References	10
4	Past Experience with the City or other municipality	10
5	Local Business Presence	5
TOTAL POSSIBLE		100

21. SUBMITTAL RESPONSE GUIDELINES

Vendor response to this Request for Bid shall include:

- 21.1** Completed and signed proposal check list.
- 21.2** Bid Pricing Form filled in with unit prices, extended prices, and total.
- 21.3** Questionnaire and References pages 1 - 2 answered. References provided should be for similar work/projects with up to date contact information (phone and email).
- 21.4** Bid Affirmation form reviewed and signed.
- 21.5** Completed Historically Underutilized Business Questionnaire and Completed House Bill 89 Verification Form.

22. BONDS

- 22.1 Payment & Performance Bonds** - Each Contractor shall have in effect a Payment Bond and Performance Bond to cover the costs of all of the projects in which they are currently performing services. At a minimum, each Contractor shall have a Payment Bond and Performance Bond in the amount of \$500,000.00. If the total cost of all the public works in progress exceeds such amount of the Bonds, then the Contractor will be required to get additional Bonds so that all costs of all of the projects currently in progress will be covered. The Bonds will be worded such that they cover all of the public works that are covered by specific terms of this price agreement, whether each street or project is separately designed on such bond. The Streets Division of the City of Grand Prairie shall work with the Contractor to calculate the costs of all of the projects in progress at any time. If the total amount of costs for the work in progress is greater than the amounts of Performance and Payment Bonds in effect, the Contractor shall either increase amount of bonds or reduce the amount of work in progress at any time.
- 22.2 Maintenance Bond** will be in the cumulative amount of payments made to each individual Contractor, or there will be a separate Maintenance Bond for each public work, at the option of each Contractor, but such bond shall remain in effect for two years from the date of acceptance of each project.

23. AGREEMENT TERMS AND AWARD

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

SOLICITATION STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.
3. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission 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. **F.O.B.:** All shipping shall be F.O.B. Destination.
6. **COOPERATIVE/INTERLOCAL PURCHASING:** If the vendor checked yes on the submittal affirmation form to allow for Interlocal Purchasing the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.
7. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
8. **WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt without approval by the City.
9. **ERROR-QUANTITY:** Submittals must be made on units of quantity specified, extend, and show total(s). In the event of discrepancies in extension, the unit price shall govern.
10. **LATE SUBMITTALS:** Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.
11. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. **TAX MUST NOT BE INCLUDED IN PRICING.** Tax exemption certificates will be executed by the City and furnished upon request.
12. **ADDENDA:** Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.
13. **PROTEST:** Protests shall be submitted in writing and filed with the Purchasing Division no less than three business days prior to the City Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and City Attorney in accordance with the City Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the City Council. Protesting vendors must contact the City Secretary in order to be acknowledged and heard by City Council at the first available Council meeting.
14. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
15. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
16. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for Oct. 1 to Sept. 30. The City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
17. **ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.
18. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.
19. **RIGHT OF REVIEW:** Vendor covenants and agrees that the City, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.
20. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
21. **STANDARD WARRANTY:** Standard manufacturer's warranty shall be provided and submitted to the City of Grand Prairie upon request.
22. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
23. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email..

24. **CONFLICT OF INTEREST:** The successful vendor hereby covenants and agrees that during the Contract period that vendor and any of vendor's associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by vendor pursuant to this Contract will be conducted by employees or associates of vendor. Vendor further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the City from having any financial interest, either direct or indirect, in any business transaction with the City. Any violation of this paragraph which occurred with the actual or constructive knowledge of vendor will render this contract voidable by the City.
- a. **FORM CIQ** – is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the Texas Ethics Commission's website.
25. **CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by vendor under this contract shall be kept confidential and may not be made available to any individual or organization by vendor without the prior written approval of the City except as may be required by law.
26. **WARRANTY, HOLD HARMLESS, AND INDEMNITY:** Vendor warrants that the commodities it delivers to the City shall be delivered in a good and workmanlike manner, and that any items delivered to the City under this contract will be fit for the particular purpose for which it was furnished. Vendor shall defend, indemnify, and hold the City whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of vendor's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of vendor or any representative, agent, employee, or servant of the City. If an item is covered by a manufacturer's warranty, it is the responsibility of the vendor to obtain the information for City and to get the manufacturer to honor the warranty.
27. **PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.
28. **WAIVER OF ATTORNEYS FEES:** Vendor and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.
29. **CHANGE ORDERS:** No Oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.
30. **TERMINATION:** The City may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate the right for vendor to accept further orders under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to vendor with the understanding that no further orders may be accepted after the date specified in such notice. The City shall equitably compensate vendor, in accordance with the terms of this Contract for the commodities properly ordered prior to the date specified in such notice following inspection and acceptance of same by the City. Vendor shall not, however, be entitled to lost or anticipated profits should the City choose to exercise its option to terminate.
31. **TERMINATION FOR DEFAULT:** The CITY reserves the right to enforce the performance of this purchase order in any manner prescribed by law or deemed to be in the best interest of the CITY in the event of breach or default. The CITY reserves the right to terminate the purchase order immediately in the event the VENDOR fails to: (1) meet delivery schedules, or (2) otherwise perform in accordance with this contract and incorporated documents. Breach of contract or default authorizes the CITY to award to another VENDOR, purchase elsewhere and charge the full increase in cost and handling to the defaulting VENDOR.
32. **PERFORMANCE OF WORK:** Vendor or vendor's associates and employees shall perform all the work called for in this Contract. Vendor hereby covenants and agrees that all of vendor's associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.
33. **OWNERSHIP OF DOCUMENTS:** VENDOR acknowledges that City owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. Vendor acknowledges that City shall have copyright privileges to those notes, reports, documents, processes and information. Vendor shall provide City a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at City expense upon written request.

34. **PRICE REDETERMINATION:** Price redetermination shall only be considered by the City forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the City.
35. **DRUG FREE WORKPLACE:** VENDOR hereby covenants and agrees that during the contract period that VENDOR and any of VENDOR's associates and employees shall be in compliance with the CITY'S drug free workplace policy.
36. **INSPECTION:** All goods and services will be subject to inspection and testing by CITY prior to acceptance. Goods rejected and goods supplied in excess of quantities ordered may be returned to the VENDOR at its expense. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, including any applicable drawings and specifications, then CITY, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at VENDOR's expense, require VENDOR to inspect the goods and remove nonconforming goods and/or require VENDOR to replace nonconforming goods or services with conforming goods or services.
37. **PACKAGING:** All goods must be packaged in the manner as specified by CITY and shipped in the manner and by the route and carrier designated by CITY. If CITY does not specify the manner in which the goods must be packaged, VENDOR shall package the goods so as to avoid any damage in transit. If CITY does not specify the manner of shipment, route or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this Order.
38. **AUDIT:** the CITY reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.
39. **INSURANCE:** Prior to the commencement of work under this Contract, vendor shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming

the city of Grand Prairie "shall be included" on all types of coverages.

TYPE AMOUNT

- a. Workers' Compensation Statutory
- b. Employer's Liability \$1,000,000
- c. Comprehensive General Liability \$1,000,000
(Combined Single Limit)
- d. Premises Operations
- e. Products Operations Hazard
- f. Contractual Insurance
Comprehensive Automobile Liability \$1,000,000
(Combined Single Limit)

40. **HB 1295 FORM:** At time of contract execution vendor must provide a signed HB 1295 Form received directly from the State of Texas.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
41. **CONTRACT EXECUTION AND START DATE:** The awarded vendor will have ten calendar days after receiving the notice of award to return the executed contract, certificate of insurance, HB 1295 form, and vendor setup packet (when applicable). The CITY reserves the right to terminate the contract immediately, place the VENDOR on the City's debarred vendor list, and award to another VENDOR in the event the VENDOR fails to return the required documents by the indicated time. After documentation is received by the City a notice to proceed or purchase order will be issued. The vendor will have up to five calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.
42. **STORMWATER REQUIREMENTS:** The Contractor shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution in accordance with the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).
43. **LOCAL PREFERENCE:** Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible bidder, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. *Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie.* If your principal place of business is within the Grand Prairie city limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Bidder Preference.

SUBMITTAL FORMS

SUBMITTAL CHECK LIST – Company Name Reynolds Asphalt & Construction Co.

Interested parties **MUST** submit responses online through www.publicpurchase.com. Response **must** include all of the following items listed below for consideration. Please contact vendorsupport@publicpurchase.com for any issues in responding. The submission should be in the order stated below.

DOCUMENT		ATTACHED	
1	Submittal Check List	☒	
2	Bid Pricing	☒	
3	Questionnaire & References	☒	
4	Submittal Affirmation	☒	
5	HUB Questionnaire and House Bill 89 Verification	☒	

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Ned Simlak
Authorized Signature

Vice President
Title

Ned Tankersley
Print/Type Name

7/2/21
Date

Pavement Resurfacing Service			Vendor:	Reynolds Asphalt & Construction	
BID SHEET ~ RFB #21117			Contact:	Ned Tankersley	
<u>All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees</u>			Email:	ntankersley@reynoldsasphalt.com	
			Phone:	817-267-3131	
			City/State:	North Richland Hills, TX	
	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED
1	HMAC Type D Delivered more than 1500 tons	7900	Tons	\$ 91.60	\$ 723,640.00
2	HMAC Type D Delivered 500 to 1499 tons	4700	Tons	\$ 95.20	\$ 447,440.00
3	HMAC Type D Delivered less than 499 tons	1200	Tons	\$ 112.00	\$ 134,400.00
4	HMAC Type C Delivered more than 1500 tons	5400	Tons	\$ 89.00	\$ 480,600.00
5	HMAC Type C Delivered 500 to 1499 tons	3000	Tons	\$ 94.50	\$ 283,500.00
6	HMAC Type C Delivered less than 499 tons	1200	Tons	\$ 111.80	\$ 134,160.00
7	HMAC Type B Delivered more than 1500 tons	5400	Tons	\$ 86.50	\$ 467,100.00
8	HMAC Type B Delivered 500 to 1499 tons	3000	Tons	\$ 90.50	\$ 271,500.00
9	HMAC Type B Delivered less than 499 tons	1200	Tons	\$ 107.50	\$ 129,000.00
10	Additional Mileage Charge - Hauled beyond the first	5500	Tons	\$ 0.90	\$ 4,950.00
11	Move In Charge	30	Each	\$ 1,800.00	\$ 54,000.00
12	Thorough Fare Traffic Control	30	Each	\$ 3,600.00	\$ 108,000.00
13	Manhole Ring Riser	200	Each	\$ 300.00	\$ 60,000.00
14	Valve Ring Riser	200	Each	\$ 200.00	\$ 40,000.00
15	Base Repair - Flex Base	500	Tons	\$ 76.50	\$ 38,250.00
16	Flex Base Furnish and Install	3000	Tons	\$ 43.50	\$ 130,500.00
17	Recycling 8" Deep More Than 3000+ sy	13500	SY	\$ 9.80	\$ 132,300.00
18	Recycling 8" Deep 1400 to 2999 sy	9000	SY	\$ 11.30	\$ 101,700.00
19	Recycling 8" Deep less than 1399 sy	4200	SY	\$ 19.70	\$ 82,740.00
20	Hauling Excessive Material More Than 101 cy	6000	CY	\$ 33.40	\$ 200,400.00
21	Hauling Excessive Material 51 to 100 cy	1500	CY	\$ 37.40	\$ 56,100.00
22	Hauling Excessive Material 50 or Less cy	200	CY	\$ 47.60	\$ 9,520.00
23	Wedge Milling	6000	LF	\$ 5.50	\$ 33,000.00
24	Full Depth Milling 0 to 4"	15000	SY	\$ 5.30	\$ 79,500.00
25	Full Depth Milling Each Additional Inch	15000	SY	\$ 0.75	\$ 11,250.00
26	Backfill Shoulders	12000	LF	\$ 1.70	\$ 20,400.00
27	Pulverization	15000	SY	\$ 3.00	\$ 45,000.00
28	Petromat less than 2500 sy	1000	SY	\$ 5.40	\$ 5,400.00
29	Petromat 2500 - 4999 sy	3000	SY	\$ 3.70	\$ 11,100.00
30	Petromat more than 5000 sy	15000	SY	\$ 3.00	\$ 45,000.00
TOTAL					\$ 4,340,450.00

BID PRICING

	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED
1	HMAC Type D Delivered more than 1500 tons	7900	Tons	91.60	723,640.00
2	HMAC Type D Delivered 500 to 1499 tons	4700	Tons	95.20	447,440.00
3	HMAC Type D Delivered less than 499 tons	1200	Tons	112.00	134,400.00
4	HMAC Type C Delivered more than 1500 tons	5400	Tons	89.00	480,600.00
5	HMAC Type C Delivered 500 to 1499 tons	3000	Tons	94.50	283,500.00
6	HMAC Type C Delivered less than 499 tons	1200	Tons	111.80	134,160.00
7	HMAC Type B Delivered more than 1500 tons	5400	Tons	86.50	467,100.00
8	HMAC Type B Delivered 500 to 1499 tons	3000	Tons	90.50	271,500.00
9	HMAC Type B Delivered less than 499 tons	1200	Tons	107.50	129,000.00
10	Additional Mileage Charge - Hauled beyond the first	5500	Tons	.90	4950.00
11	Move In Charge	30	Each	1800.00	54,000.00
12	Thorough Fare Traffic Control	30	Each	3600.00	108,000.00
13	Manhole Ring Riser	200	Each	300.00	60,000.00
14	Valve Ring Riser	200	Each	200.00	40,000.00
15	Base Repair - Flex Base	500	Tons	76.50	38,250.00
16	Flex Base Furnish and Install	3000	Tons	43.50	130,500.00
17	Recycling 8" Deep More Than 3000+ sy	13500	SY	9.80	132,300.00
18	Recycling 8" Deep 1400 to 2999 sy	9000	SY	11.30	101,700.00
19	Recycling 8" Deep less than 1399 sy	4200	SY	19.70	82,740.00
20	Hauling Excessive Material More Than 101 cy	6000	CY	33.40	200,400.00
21	Hauling Excessive Material 51 to 100 cy	1500	CY	37.40	56,100.00
22	Hauling Excessive Material 50 or Less cy	200	CY	47.60	9,520.00
23	Wedge Milling	6000	LF	5.50	33,000.00
24	Full Depth Milling 0 to 4"	15000	SY	5.30	79,500.00
25	Full Depth Milling Each Additional Inch	15000	SY	.75	11,250.00
26	Backfill Shoulders	12000	LF	1.70	20,400.00
27	Pulverization	15000	SY	3.00	45,000.00
28	Petromat less than 2500 sy	1000	SY	5.40	5,400.00
29	Petromat 2500 - 4999 sy	3000	SY	3.70	11,100.00
30	Petromat more than 5000 sy	15000	SY	3.00	45,000.00
	TOTAL				4,340,450.00

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Reynolds Asphalt & Constr. Co.
Vendor Name

Ned Tankersley
Authorized Signature

Ned Tankersley
Print/Type Name

Vice President
Title

7/2/21
Date

QUESTIONNAIRE

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

GENERAL CONTACT INFORMATION			
Primary Contact:	Ned Tankersley	Title:	VP
Vendor Name:	Reynolds Asphalt & Construction Co.		
Vendor Address:	8713 Airport Frwy # 100		
City:	North Richland Hills	State:	TX
		Zip:	76180
Phone:	817-267-3131	Fax:	817-267-1878
Email:	ntankersley@reynoldasphalt.com	Tax ID:	751792271

Provide at Least 3 References, including contact name, agency name, title, phone number and email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal.

REFERENCE #1			
Reference Name:	Phillip Thonar	Title:	Operations Mgr.
Reference Organization:	City of Farmers Branch		
Project Title:	Street Rehab		
Email:	phillip.thonar@farmersbranchtx.com	Phone:	972-919-8773

REFERENCE #2			
Reference Name:	Jason Branch	Title:	Superintendent
Reference Organization:	City of Lancaster		
Project Title:	Street Rehab		
Email:	jbranch@lanaster-tx.com	Phone:	972-218-2304

REFERENCE #3			
Reference Name:	Cory Nesbitt	Title:	Director of PM
Reference Organization:	City of Sachse		
Project Title:	Street Rehab		
Email:	chesbitt@cityofsachse.com	Phone:	469-429-4792

EXPERIENCE			
How many years has your company been involved in providing these types of commodities or services?			
40	Years:	Months:	3
Do you have a corporate office, branch office or warehouse located in the Grand Prairie city limits? (5 points)	Yes	☐	No ☒
Address if different from above:			
Please list all government entities your firm has worked with in the past three (3) years:			
City of Allen		City of Hurst	
City of Bedford		City of Lancaster	
City of Cedar Hill		City of Lewisville	
City of Farmers Branch		City of North Richland Hills	
City of Highland Village		City of Southlake	
City of Hudson Oaks		City of Waxahachie	

BILLING				
What is the timeframe an invoice should be expected after services/commodities are delivered?				
Days	5	Weeks		Months
Briefly explain how your business maintains and executes a service schedule for various locations:				
With 5 days notice				

LEGAL INFORMATION			
Has your firm failed to complete a contract?	Yes	☐	No ☒
<i>If yes, please identify the project and date:</i>			
Do you have any litigation issues pending in the last three (3) years?	Yes	☐	No ☒
<i>If yes, please explain:</i>			
Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?	Yes	☐	No ☒
<i>If yes, please explain:</i>			

SUBMITTAL AFFIRMATION FORM

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items and receipt of the following addenda which are part of the solicitation documents:

- ✓ All items identified in Submittal Checklist have been submitted
 ✓ Addendum No. 1 2

INTERLOCAL PURCHASING

Should other Government entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply:

Yes



No



OTHER CONDITIONS

The undersigned agrees to the following:

- A. Agrees that the submittal is complete and all required information/forms were submitted.
- B. Agrees that the bid package was fully reviewed and fully understands the requirements.
- C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
- D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
- E. Will supply all required insurance, and execute contract within the time stated on the notice of award.
- F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

SUBMITTAL CERTIFICATION

By my signature I affirm that I am duly authorized to execute this proposal as an offer to contract and in compliance with this solicitation, the undersigned firm having examined the specifications, and being familiar with the conditions to be met, hereby submits a proposal for consideration of being selected as COGP's provider for said services; and agrees to enter into negotiations if selected as a finalist for said services.

Ned Tankersley

Authorized Signature

Vice President

Title

Ned Tankersley

Print/Type Name

7/2/21

Date

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

1. Is your business a certified historically underutilized business (HUB) or Disadvantaged Business Enterprise (DBE)?

☒ No

☐ Yes; and certifying agency: _____

If you answered in the affirmative please include a copy of my certification as an attachment to your proposal.

HOUSE BILL 89 VERIFICATION

I hereby verify that the company named in this submittal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.01, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

By my signature I affirm the information provided in this submittal is accurate to the best of my knowledge.

Red Joubert
Authorized Signature

Vice President
Title

Neel Tankersley
Print/Type Name

7/2/21
Date

FOR INFORMATION PURPOSES ONLY**PERFORMANCE BOND**

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of _____ Dollars (\$ _____) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 2_____.

PRINCIPAL

By: _____

Title: _____

Address: _____

SURETY

By: _____

Title: _____

Address: _____

Name and address of the Resident Agent of Surety is: _____

FOR INFORMATION PURPOSES ONLY**PAYMENT BOND**

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the penal sum of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 2_____.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Name and address of the Resident Agent of Surety is: _____

FOR INFORMATION PURPOSES ONLY**MAINTENANCE BOND**

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of _____ Dollars (\$ _____), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

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

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

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

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

IN WITNESS WHEREOF, the said _____ as Contractor and Principal and the said _____, Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the _____ day of _____, 2_____.

PRINCIPAL

By: _____

Title: _____

Address: _____

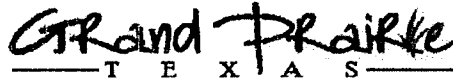
SURETY

By: _____

Title: _____

Address: _____

Attorney-in-Fact



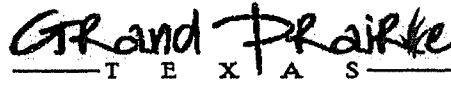
**ADDENDUM #1
RFB # 21117
PAVEMENT RESURFACING SERVICE**

June 24, 2021

1. What is the estimated cost range?

\$4,000,000 to \$4,600,000 annually

Angi Mize
Sr. Buyer
(972) 237-8262



ADDENDUM #2
RFB # 21117
PAVEMENT RESURFACING SERVICE

June 24, 2021

1. What is the estimated cost range?

~~\$4,000,000 to \$4,600,000 annually~~

Correction: \$2,000,000 to \$2,500,000 annually

Angi Mize
Sr. Buyer
(972) 237-8262

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-787959

Date Filed:
08/09/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Reynolds Asphalt & Construction
 North Richland Hills, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Grand Prairie

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB #21117
 Pavement Resurfacing Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Neal Tankersley, and my date of birth is 8/15/54.

My address is 8713 Airport frwy #100, North Richland Hills TX, 76180, USA.
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 9th day of August, 2021.
 (month) (year)

Neal Tankersley

Signature of authorized agent of contracting business entity
 (Declarant)

FOR INFORMATION PURPOSES ONLY**PERFORMANCE BOND**

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That Reynolds Asphalt & Construction Company of the City of Eules, County of Tarrant, and State of Texas, as Principal, and Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of Four Million, Three Hundred Forty Thousand, Four Hundred Fifty Dollars & Zero Cents Dollars (\$ 4,340,450.00) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

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

Pavement Resurfacing Services RFB #21117

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 2_____.

Reynolds Asphalt & Construction Company
PRINCIPAL

By: Ned Tankersley

Title: Ned Tankersley, Vice President

Address: P.O. Box 370

Eules, TX 76039

Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland

SURETY

By: Kyle W. Sweeney

Title: Kyle W. Sweeney, Attorney-in-Fact

Address: 15303 Dallas Pkwy, Suite 800

Addison, TX 75001

Name and address of the Resident Agent of Surety is: The Sweeney Company

P.O. Box 8720, Fort Worth, TX 76124

FOR INFORMATION PURPOSES ONLY

PAYMENT BOND

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That Reynolds Asphalt & Construction Company of the City of Euless, County of Tarrant, and State of Texas, as Principal, and ^{Colonial American Casualty and Surety Company}~~and Fidelity and Deposit Company of Maryland~~ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the panel sum of ^{Four Million, Three Hundred Forty Thousand, Four Hundred Fifty Dollars & Zero Cents} Dollars (\$4,340,450.00) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

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

Pavement Resurfacing Services RFB #21117

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 2_____.

Reynolds Asphalt & Construction Company
PRINCIPAL

By: Ned Tankersley

Title: Ned Tankersley, Vice President

Address: P.O. Box 370

Euless, TX 76039

Colonial American Casualty and Surety Company and
Fidelity and Deposit Company of Maryland
SURETY

By: Kyle W. Sweeney

Title: Kyle W. Sweeney, Attorney-in-Fact

Address: 15303 Dallas Pkwy, Suite 800

Addison, TX 75001

Name and address of the Resident Agent of Surety is: The Sweeney Company

P.O. Box 8720, Fort Worth, TX 76124

FOR INFORMATION PURPOSES ONLY

MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That Reynolds Asphalt & Construction Company of the City of Euless County of Tarrant and State of Texas as Principal, and Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of Four Million, Three Hundred Forty Thousand, Four Hundred Fifty Dollars & Zero Cents Dollars (\$4,340,450.00), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 2_____, to provide Pavement Resurfacing Services RFB #21117 which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

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

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

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

IN WITNESS WHEREOF, the said Reynolds Asphalt & Construction Company as Contractor and Principal and the said Kyle W. Sweeney Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the _____ day of _____, 2_____.

Reynolds Asphalt & Construction Company
PRINCIPAL
By: Ned Tankersley
Title: Ned Tankersley, Vice President
Address: P.O. Box 370
Euless, TX 76039

Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland
SURETY
By: Kyle W. Sweeney
Title: Kyle W. Sweeney, Attorney-in-Fact
Address: 15303 Dallas Pkwy, Suite 800
Addison, TX 75001
Attorney-in-Fact



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles D. SWEENEY, Elizabeth GRAY, Kyle W. SWEENEY and Michael A. SWEENEY, all of Ft. Worth, Texas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of November, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 27th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2021

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

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

PRODUCER The Sweeney Company 1121 E. Loop 820 South P O Box 8720 Fort Worth TX 76124-0720		CONTACT NAME: Joyce Womack PHONE (A/C, No, Ext): (817) 457-6700 FAX (A/C, No): (817) 457-7246 E-MAIL: Joyce@thesweeneyco.com ADDRESS:	
INSURED Reynolds Asphalt & Construction Company P.O. Box 370 Euless TX 76039-0370		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Co INSURER B: Am Cas Co of Reading, PA INSURER C: Great American Insurance Company INSURER D: Continental Casualty Co INSURER E: INSURER F:	
		NAIC # 35289 20427 16691 20443	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			4028760229	05/08/2021	05/08/2022	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	☒ CONTRACTUAL, XCU						MED EXP (Any one person)	\$ 15,000
	☒ CROSS LIAB, BFPD						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER: \$2,000 DED PER PD OCC						INSTALLATION FLOAT	\$ 25,000
B	☒ AUTOMOBILE LIABILITY			4028760232	05/08/2021	05/08/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☒ OWNED AUTOS ONLY	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	☒ MCS90							\$
C	☒ UMBRELLA LIAB			TUU 1-23-12-47 - 05	05/08/2021	05/08/2022	EACH OCCURRENCE	\$ 10,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	DED ☒ RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 4 28760215	05/08/2021	05/08/2022	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Excluded Debbie Reynolds, Meto Miteff, Virginia Miteff							

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

PO 1052 RFB #21117 pavement resurfacing. WC, GL & auto include a blanket automatic waiver of subrogation endt & the GL, auto include a blanket automatic additional insured endt providing additional insured & waiver of subrogation status to the cert holder only when there is a written contract between the named insured & the cert holder that requires such status. Additional insured endts contains special primary & noncontributory wording. Umbrella follows form. The policies include an endt providing 30 days notice of canc (10 days for nonpay of premium) to the cert holder.

CERTIFICATE HOLDER

CANCELLATION

CITY OF GRAND PRAIRIE P O BOX 534045 GRAND PRAIRIE TX 75053-4045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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TOWN COUNCIL AGENDA ITEM NO. 08

CONSENT ITEM

DATE: November 7, 2022

FROM: JP Walton, Strategic Services Manager

ITEM: Consider approval of a Professional Services Agreement with Policy Confluence, Inc. for survey services in the amount of \$17,000; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This item is a professional services agreement with Policy Confluence, Inc. (Polco) to utilize their online surveying tools and to perform the 2023 Resident Survey. This was a non-discretionary item, approved in the FY 22-23 Budget. In FY 21-22, Polco performed the Employee Survey and the Town utilized Polco online surveying tools during the FloMo Convos initiative. Approving this agreement would allow the Town to perform the Resident Survey in 2023 as well as continued usage of Polco live surveying tools for future FloMo Convos.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$17,000

Proposed Expenditure/(Revenue):	Account Number(s):
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\$17,000	100-600-01000-5110
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Finance Review by: Tammy Wilson, Chief Financial Officer

LEGAL REVIEW: Ben Gibbs of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Polco Enterprise Services Agreement

DRAFT MOTION: Move to approve as presented in the agenda caption.



Policy Confluence, Inc.

(dba Polco & National Research Center, Inc.)

ENTERPRISE SERVICES AGREEMENT

THIS ENTERPRISE SERVICES AGREEMENT (this "**Agreement**") is effective as of April 25th, 2022 between Policy Confluence, Inc., a Delaware corporation ("**Polco**" or "**Company**"), and Flower Mound, Texas, a municipality in the State of Texas ("**Customer**"). This Agreement includes and incorporates the Company's Website Terms of Use (the "**Terms of Use**" found at <https://info.polco.us/terms-of-use>) and the Company's privacy policy (the "**Privacy Policy**" found at <https://info.polco.us/privacy> and), which contain, among other things, warranty disclaimers, liability limitations, and use limitations.

WHEREAS, Customer desires to engage Polco to conduct The National Employee Survey in 2022 and The National Community Survey in 2023.

WHEREAS, Customer wishes to procure from Polco the services described herein, and Polco wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Authorized User**" means each of the individuals authorized to use the Services (defined below in Section 2.1) or Polco Materials pursuant to the terms and conditions of this Agreement, or any additional individuals or Persons authorized to use the Services or Polco Materials as approved solely by Polco, as set forth in **Schedule A**.

"**Customer Data**" means, information, data and other content, other than Resultant Data in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data or content by or through the Services.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"**Polco Materials**" means any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Polco in connection with the Services or otherwise comprise or relate to the Services. For the avoidance of doubt, Polco Materials include Resultant Data and any information, data or other content derived from Polco's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"**Process**" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information or other content.



"Representatives" means, with respect to a party, that party's and its affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, and legal advisors.

"Resultant Data" means information, data and other content that is derived by or through the Services from Processing Customer Data, including, without limitation, statistics and Services analytics, and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

2. Services.

2.1. Services. The Company offers a variety of and products and services accessible through the Company's website <https://polco.us> (the **"Website"**) free of charge including promoting civic engagement by providing tutorials, example questions, sample result dashboards, and a library of best civic engagement practices and other such functionality as may be provided from time to time (collectively, the **"Free Content and Services"**). During the Term (defined below in **Section 7.1**) and subject to the and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Polco shall use commercially reasonable efforts to provide to Customer and its Authorized Users (a) the Free Content and Services, and (b) any custom survey services as described in the attached **Schedule A** and this Agreement (the **"Custom Services,"** together with Free Content and Services, the **"Services"**). Polco will use commercially reasonable efforts to make the Services available to the Customer twenty-four (24) hours per day, seven (7) days per week every day of the year, except for: (i) Service downtime or degradation due to a Force Majeure Event (defined below in **Section 12**); (ii) any other circumstances beyond Polco's reasonable control, including Customer's or any Authorized User's use of third party materials or use of the Services other than in compliance with the express terms of this Agreement or the Terms of Use; and (iii) any suspension or termination of Customer's or any Authorized Users' access to or use of the Services as permitted by this Agreement or the Terms of Use.

2.2. Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties: (a) Company has and will retain sole control over the the Services; and (b) Customer has the responsibility for making all arrangements necessary for Customer to have access to the Website and ensuring that all persons who access the Website through Customer's internet connection are aware of this Agreement, the Terms of Use, and the Privacy Policy, and comply therewith.

2.3. Changes. Polco reserves the right, in its sole discretion, to make any changes to the Services or Polco Materials that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Polco's services to its customers, or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services or Polco Materials. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.

2.4. Suspension or Termination of Services. Polco may suspend, terminate or otherwise deny Customer's or any Authorized User's access to or use of all or any part of the Services or Polco Materials if: (a) Polco believes, in its sole discretion, that Customer or any Authorized User has failed to comply with, any term of this Agreement, or accessed or used the Services or Polco Materials beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (b) this Agreement expires or is terminated. This **Section 2.4** does not limit any of Polco's other rights or remedies, whether at law, in equity or under this Agreement.

2.5. Applicability of Additional Agreements. As a user of Company's Website, Customer is subject to the Terms of Use and the Privacy Policy as are in effect from time to time. In the event of any conflict between this Agreement, the Terms of Use and Privacy Policy, this Agreement shall first govern, followed by the Terms of Use and the Privacy Policy.

3. Authorization and Customer Restrictions.



3.1. Authorization. Subject to and conditioned on Customer's payment of the fees and compliance with all other terms and conditions of this Agreement, Polco hereby authorizes Customer to access and use, solely during the Term, the Services and Polco Materials as Polco may supply or make available to Customer. This authorization is non-exclusive and, other than as may be expressly set forth in **Section 13.6**, non-transferable. Notwithstanding the foregoing, Polco hereby grants to Customer a perpetual, royalty-free, non-transferable license to use any tangible Polco Materials provided to Customer by or through the Services during the Term, which license shall survive the termination of this Agreement.

3.2. Limitations and Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or Polco Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Services or Polco Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Polco Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of his or her own then valid access credentials;
- (e) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services or Polco's provision of services to any third party, in whole or in part;
- (f) access or use the Services or Polco Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other Polco customer), or that violates any applicable law;
- (g) access or use the Services or Polco Materials for purposes of competitive analysis of the Services, the development, provision or use of a competing software service or product or any other purpose that is to Polco's detriment or commercial disadvantage; or
- (h) otherwise access or use the Services or Polco Materials beyond the scope of the authorization granted under **Section 3.1**.

3.3. Customer Responsibilities. Except as otherwise determined by Polco, Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). In the event Polco obtains or provides any such Equipment, Polco shall only be responsible for maintaining such Equipment. Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. Fees; Payment Terms.

4.1. Fees. Customer shall pay Polco the fees ("**Fees**") for the Services on or prior to the date due set forth on **Schedule A**, which shall be payable to Polco in US dollars in the amounts and pursuant to the payment schedules set forth on **Schedule A**. To the extent Fees are not set forth on **Schedule A**, Polco



may, in its sole discretion, modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Renewal Term, and the applicable **Schedule A** will be deemed amended accordingly. All amounts payable to Polco under this Agreement shall be paid by Customer to Polco in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

4.2. Taxes. All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. When legally permitted, Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Polco's income.

5. Intellectual Property Rights.

5.1. Ownership of Services and Polco Materials. All right, title and interest in and to the Services, Polco Materials and the Resultant Data, including all Intellectual Property Rights therein, are and will remain with Polco. Customer has no right, license or authorization with respect to any of the Services or Polco Materials except as expressly set forth in **Section 3.1**. All other rights in and to the Services and Polco Materials are expressly reserved by Polco and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Polco an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

6. Confidentiality.

6.1. Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, in each case whether or not marked, designated or otherwise identified as "Confidential". Without limiting the foregoing, all Polco Materials are the Confidential Information of Polco. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public or is or becomes Public Information as that term is defined in Section 552.002 of the Texas Government code, other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information. Polco acknowledges that Customer is a municipality in the State of Texas, and is a unit of local government and a governmental body.

6.2. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for three (3) years after the Term: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of performing obligations under and in accordance with this Agreement; (ii) are informed of the confidential nature of the Confidential Information and bound by written confidentiality and restricted use obligations at least as protective as the terms set forth in this **Section 6.2**; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and (d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this **Section 6**.



6.3. Residual Works. In addition to other rights and provisions in this Agreement, Polco shall be free to use for any purpose the Resultant Data resulting from access to or work with the Confidential Information or any information or ideas provided by Customer with respect to the Services.

6.4. Feedback. The Customer may from time to time provide suggestions, comments or other feedback ("**Feedback**") to Polco with respect to the Services. Except as otherwise provided herein or in a separate subsequent written agreement between the parties, Polco will own the Feedback and shall be free to use, disclose, protect (e.g., patent, copyright, trademark, trade secret, etc.), reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit.

6.5. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 6**; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 6.5**, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

7. Term and Termination.

7.1. Term. **Initial Term: April 1, 2022 - October 30, 2023**

The initial term of this Agreement shall be for a period of eighteen (18) months from the Effective Date ("**Initial Term**"). The Initial Term shall automatically renew for additional successive twelve (12) month periods (each, a "**Renewal Term**", and together with the Initial Term, the "**Term**"), unless earlier terminated pursuant to this Agreement or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term.

7.2. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Polco may terminate this Agreement, effective immediately upon written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after the date such amounts are due; or (ii) breaches any of its obligations under **Section 3.2** (Limitations and Restrictions) or **Section 6** (Confidentiality);

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Customer may terminate this agreement upon thirty (30) days' written notice to Polco, in the event that Customer does not specifically appropriate funds sufficient to pay amounts due under this agreement. Nothing in this agreement or any of its parts or subsequent amendments shall be



construed to obligate Customer to create a debt beyond its current fiscal year. Polco has no right to compel Customer to levy or collect taxes or to make payments required hereunder, or to expend funds beyond the amount provided for in the then-current fiscal year of Customer.

7.3. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

- (a) all rights, licenses, consents and authorizations (including, without limitation, access to the Services) granted by either party to the other hereunder will immediately terminate;
- (b) Customer shall immediately cease all use of any Services and Polco Materials and (i) promptly return to Polco, or at Polco's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Polco's Confidential Information; and (ii) permanently erase Polco's Confidential Information from all systems Customer directly or indirectly controls; except to the extent and for so long as required by applicable law and all such information and materials will remain subject to all confidentiality requirements of this Agreement;
- (c) Polco may disable all Customer and Authorized User access to the Services; and
- (d) if Polco terminates this Agreement pursuant to **Section 7.2**, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable.

7.4. Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: **Section 3.2, Section 5, Section 6, Section 7.3, this Section 7.4, Section 8, Section 9, Section 10, Section 11, and Section 13.**

8. Representations and Warranties.

8.1. Representations and Warranties. Customer represents and warrants to Polco that it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement; and Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Polco and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law. Additionally, Customer represents and warrants that Customer will use (and will cause any Authorized Users to use) the Services and Polco Materials only in compliance this Agreement, and all applicable laws and regulations.

8.2. DISCLAIMER OF WARRANTIES. ALL SERVICES ARE PROVIDED "AS IS" AND POLCO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND POLCO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, POLCO MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ANY THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

9. Indemnification.



9.1. Indemnification.

(a) Customer shall hold harmless Polco and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all losses, liability, claims, damages, actions, penalties, costs, or expenses of whatever kind, including actual attorneys' fees and the costs of enforcing any right to indemnification under this Agreement (collectively, "**Losses**"), arising out of or relating to (a) any negligent or more culpable act or omission by Customer or any Authorized Users in connection with use of the Services; (b) Customer's or any Authorized User's use of the Services or Polco Materials other than as expressly allowed by this Agreement; and (c) Customer's or any Authorized User's breach of this Agreement;. Customer shall inform Polco as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall not settle any claim or action unless Polco consents to such settlement in writing.

(b) Polco shall indemnify, hold harmless and defend Customer and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all Losses arising out of or relating to (a) any negligent or more culpable act or omission by Polco in connection with the Services, (b) Polco's breach of this Agreement, and (c) any actual or alleged infringement of a third party's Intellectual Property Rights from the use of the Services or Polco Materials. Polco shall inform Customer as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall not settle any claim or action unless Customer consents to such settlement in writing.

10. Mitigation.

10.1. Mitigation. If any of the Services or Polco Materials are, or in Polco's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or Polco Materials is enjoined or threatened to be enjoined, Polco may, at its option and sole cost and expense: (a) obtain the right for Customer to continue to use the Services and Polco Materials materially as contemplated by this Agreement; (b) modify or replace the Services and Polco Materials, in whole or in part, to make the Services and Polco Materials non-infringing, or (c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and Polco Materials, and require Customer to immediately cease any use of the Services and Polco Materials or any specified part or feature thereof. **THIS SECTION 10.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND POLCO'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND POLCO MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.**

11. Limitations of Liability.

11.1. EXCLUSION OF DAMAGES. EXCEPT FOR BREACHES OF **SECTION 6**, IN NO EVENT WILL POLCO OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.



11.2. CAP ON MONETARY LIABILITY. EXCEPT FOR BREACHES OF **SECTION 6**, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF POLCO AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID BY THE CUSTOMER TO POLCO WITHIN THE IMMEDIATELY PRECEDING 12 MONTHS. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. Force Majeure. In no event will Polco be liable or responsible to Customer, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Polco's reasonable control (a "**Force Majeure Event**"), including, but not limited to, failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, acts of God, pandemics, epidemics or health emergencies, natural disasters, fire, world events, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside Polco's reasonable control, whether or not otherwise enumerated. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

13. General Provisions.

13.1. Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

13.2. No Agency. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

13.3. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

13.4. Entire Agreement. This Agreement, including all Schedules attached hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13.5. Assignment. Customer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without Polco's prior written consent, which shall not be unreasonably withheld. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this **Section 13.6** is void. Polco shall not assign or otherwise transfer any of its rights or obligations under this Agreement without Customer's prior written consent unless such assignment or transfer is to an affiliate or in connection with a sale of all or substantially part of Polco's business to which such rights and obligations pertain. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

13.6. Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this **Section 13.6**):

If to Polco:	Policy Confluence, Inc. 8001 Terrace Avenue, #201 Middleton, WI 53562
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E-mail: alex@polco.us
 Attention: Alex Pedersen, Chief Financial Officer

If to Customer: Sabrina Zadow, Purchasing Manger

E-mail: sabrina.zadow@flower-mound.com
 Attention:

Notices sent in accordance with this **Section 13.6** will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

13.7. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

13.8. Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.9. Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. The parties submit all of their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the state and/or federal courts located in Denton County, the State of Texas. To the extent of a conflict of the terms of this provision with the terms of any provision in any other part of this Agreement, including without limitation the Terms of Use and Privacy Policy, this provision shall control.

13.10. Deleted

13.11. Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under **Section 3.2** or **Section 6** would cause Polco irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Polco will be entitled to equitable relief, without any requirement to post a bond. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

13.12. Counterparts. This Agreement may be executed in counterparts, including by facsimile or pdf, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

14. Insurance Requirements

14.1 Comprehensive General Liability. Polco shall procure and keep in force during the duration of this Agreement a policy of Comprehensive General Liability insurance with a combined single limit of at least \$1,000,000 each occurrence and \$2,000,000 aggregate



Policies described above shall be for the mutual and joint benefit and protection of Polco and the Customer.

- 14.1.1 Other Insurance, Polco shall procure and keep in force during the term of the Agreement Worker's Compensation and such other insurance as may be required by any law, ordinance or governmental regulation.
- 14.1.2 Prior to commencement of Services, Customer may require that Polco furnish to Customer certificates of insurance policies evidencing the required coverages if the Customer so desires.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Enterprise Services Agreement as of the date first above written.

POLICY CONFLUENCE, INC.

By: _____
Name: _____
Title: _____

CUSTOMER:

Town of Flower Mound

By: _____
Name: _____
Title: _____

**SCHEDULE A****SERVICES AND FEES****Standard payment terms are Net30**

Term	Payment	Invoice Date
Payment for 2022 Polco Performance Plan with The NES*	\$10,500	March 30, 2022
Payment for 2022-2023 Polco Performance Plan with The NCS*	\$17,000	October 3, 2022

***Add-on options may be added upon request, these would increase scope/pricing.**

Additional terms will renew at current/year of contract renewal (e.g., 2023) prices

Scope of Work:

Item & Description	Unit Price
Polco Performance Plan 2022 All Polco Premium Features are available to you during your subscription term to engage with your target audiences. Respondents answer questions via Polco's civic surveying and engagement platform which includes real time results and the option to have respondents verified against voter lists. As participants respond they become part of your community's digital panel available for follow up questions, surveys, polls, and other engagement. The Performance plan includes 1 benchmark survey per 12-month period. Your online report will include comparisons to our National Benchmarks, and demographic and geographic comparisons (if response is sufficient by subgroup). Our customer success team will guide your benchmark survey process to ensure smooth implementation. A representative sample of residents (or other appropriate stakeholders) will be invited to complete the survey to ensure statistically significant response and results. We will use statistically appropriate methodologies to garner community-wide representativeness with approximately a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses) per local jurisdiction. The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. To supplement this effort, the client will be asked to participate in outreach efforts with guidance on best practices from Polco. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable).	\$17,000/year
Total for 18-month term - March 30, 2022-October 30, 2023	\$27,500



TOWN COUNCIL AGENDA ITEM NO. 09 CONSENT ITEM

DATE: November 7, 2022

FROM: Paul Henley *PH*

ITEM: Consider approval of a Service Agreement with Stryker ProCare for the Fire Department's emergency medical equipment in the amount of \$119,377.00 due in four equal annual payments; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This is a four-year maintenance agreement covering all Emergency Services Stryker equipment to include the Lucas chest compression, ambulance stair chairs, power cots and power loads. The Services Agreement will provide for routine, manufacturer recommended repairs and preventative maintenance to ensure the safety of the devices for our personnel and patients. The preventative maintenance will also help prevent costly repairs from broken components that wear when not serviced regularly, keeping the equipment in optimal condition for the care of our patients. With agreeing to the four-year coverage, the pricing will remain the same without increase over the agreement term. This maintenance coverage will be billed by Stryker in four equal payments of \$29,844.25 annually for the contract life.

FISCAL IMPACT: \$29,844.25 (FY 2022-2023)

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 29,844.25	100-660-61000-4060

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

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

ATTACHMENTS:

1.ProCare Services agreement

DRAFT MOTION: Move to approve as presented in the agenda caption.



Sales Rep Name: Gary Montana
ProCare Service Rep: M Glass - R Hurst

3800 E. Centre Ave
Portage, MI 49009

Date: 10/26/2022
ID #: 221026075104

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1077937
Shipping Acct Num: 1077937
Account Name: Flower Mound Fire Dept
Account Address: 3911 S Broadway Ave
City, State Zip: Flower Mound, TX 75028

Name: Dean Feldpausch
Title:
Phone: (972) 874-3369
Email: dean.feldpausch

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LUCAS	LUCAS	LUCAS Prevent Onsite	7	4		\$42,056.00
2	6506	Power Cots	EMS Prevent	7	4		\$39,480.00
3	6390	Power-LOAD	EMS Prevent	5	4		\$37,040.00
4	6252	Stair Chair	EMS Prevent NB	7	4		\$7,084.00

PROGRAM INCLUDES:

EMS Prevent NB:

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service and product equipment checklists.
*Replacement parts do not include mattresses, batteries, and other Disposable or expendable parts.

EMS Prevent:

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

LUCAS Prevent Onsite:

ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments \$29,844.25

See below for complete payment schedule

ProCare Total \$125,660.00

Discount 5%

FINAL TOTAL \$119,377.00

Start Date: 10/1/2022

End Date: 9/30/2026

Stryker Signature

Date

Tom Tackabury

Customer Signature

Date

Derek France, Mayor

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at

<https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

This is not an invoice. A physical invoice will be mailed.

Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

Purchase Order Number

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

PAYMENT SCHEDULE

Date	Payment		Int Paid		Prin. Remaining		Balance
Starting Balance						\$	119,377.00
10/1/2022	\$	29,844.25	\$	-	\$ 89,532.75	\$	89,532.75
10/1/2023	\$	29,844.25	\$	-	\$ 59,688.50	\$	59,688.50
10/1/2024	\$	29,844.25	\$	-	\$ 29,844.25	\$	29,844.25
10/1/2025	\$	29,844.25	\$	-	-	\$	-

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	LUCAS	3518B224	LUCAS Prevent Onsite
2	LUCAS	3518C201	LUCAS Prevent Onsite
3	LUCAS	3518B827	LUCAS Prevent Onsite
4	LUCAS	3518C199	LUCAS Prevent Onsite
5	LUCAS	3520P704	LUCAS Prevent Onsite
6	LUCAS	3520P898	LUCAS Prevent Onsite
7	LUCAS	3520P901	LUCAS Prevent Onsite
8	6506	121040709	EMS Prevent
9	6506	131139602	EMS Prevent
10	6506	160240774	EMS Prevent
11	6506	180739793	EMS Prevent
12	6506	180739794	EMS Prevent
13	6506	2006003500532	EMS Prevent
14	6506	2006003500533	EMS Prevent
15	6390	150340210	EMS Prevent
16	6390	170240451	EMS Prevent
17	6390	170840279	EMS Prevent
18	6390	171239488	EMS Prevent
19	6390	171239489	EMS Prevent
20	6252	030839529	EMS Prevent NB
21	6252	051240501	EMS Prevent NB
22	6252	081239237	EMS Prevent NB
23	6252	081239238	EMS Prevent NB
24	6252	081239240	EMS Prevent NB
25	6252	180841364	EMS Prevent NB
26	6252	180841365	EMS Prevent NB

Purchase Order Form

Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number 221026075104

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #
Billing Account Num	1077937	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1077937	
Company Name	Flower Mound Fire Dept	
Contact or Department	Dean Feldpausch	
Street Address	3911 S Broadway Ave	
Add'l Address Line		
City, ST ZIP	Flower Mound , TX 75028	
Phone	(972) 874-3369	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number 221026075104

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: November 7, 2022

FROM: Gary Bertagnolli, Director of IT

ITEM: **Consider approval for the purchase of desktop and laptop computers, ruggedized laptop computers and peripherals from Dell, in the amount of \$172,381.51**

BACKGROUND INFORMATION: Beginning in FY00/01, equipment and software were standardized throughout the Town, and all machines were replaced over the following years in order to address expired warranties. Dell brand computers were established as the Town's standard computer system, based on cost and one stop support.

In addition to the standardization of equipment and software, a computer replacement program was established in order to maintain the most current and efficient computer systems. This purchase request will allow the Town to continue scheduled replacements of computer systems.

The Town of Flower Mound entered into an inter-local agreement with the Texas Procurement and Support Services cooperative (formerly, General Services Commission) on December 7, 1992. Participation in the program allows our local government to purchase goods and services through the cooperative contract, DIR contracts included, while satisfying all competitive bidding requirements.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$172,381.51

Proposed Expenditure:	Account Number(s):
\$ 172,381.51	100-655-59100-2180

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

ATTACHMENTS:

1. Replacements Quote

DRAFT MOTION: Move to approve as presented in the agenda caption.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000134824046.1	Sales Rep	Jordan Pace
Total	\$172,381.51	Phone	(800) 456-3355, 6180506
Customer #	2434214	Email	Jordan_Pace@Dell.com
Quoted On	Oct. 27, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Nov. 26, 2022		TOWN OF FLOWER MOUND
Contract Name	Texas Department of Information Resources (TX DIR)		2121 CROSS TIMBERS RD
Contract Code	C000000006841		FLOWER MOUND, TX 75028-2602
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	16578450		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Jordan Pace

Product	Unit Price	Quantity	Subtotal
Dell Latitude 7220	\$2,536.90	5	\$12,684.50
Precision 3660 Tower	\$1,988.47	1	\$1,988.47
Precision 5820 Tower	\$3,295.16	1	\$3,295.16
Dell Latitude 5430 Rugged	\$2,513.43	5	\$12,567.15
Dell Latitude 5530	\$1,374.89	34	\$46,746.26
OptiPlex 7000 MFF	\$965.00	88	\$84,920.00
Dell Latitude 7320 Detachable	\$1,493.95	2	\$2,987.90
Dell Latitude 7320 Detachable Travel Keyboard and Pen	\$160.09	2	\$320.18
Dell Commercial Grade Case for Latitude 7320 Detachable	\$40.02	2	\$80.04
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$215.00	15	\$3,225.00

Dell Thunderbolt 4 Dock- WD22TB4	\$237.79	15	\$3,566.85
			Subtotal: \$172,381.51
			Shipping: \$0.00
			Environmental Fee: \$0.00
			Non-Taxable Amount: \$172,381.51
			Taxable Amount: \$0.00
			Estimated Tax: \$0.00
			Total: \$172,381.51

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

Dell Latitude 7220

Estimated delivery if purchased today:

Nov. 10, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

	Quantity	Subtotal
\$2,536.90	5	\$12,684.50

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7220 Rugged, CTO	210-ATEF	-	5	-
8th Generation Intel Core i7-8665U Processor (4 Core,8MB Cache,1.9GHz,15W)	379-BDQU	-	5	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	5	-
No Microsoft Office License Included	658-BCSB	-	5	-
Intel Core i7-8665U with u-blox NEO-M8 GPS card 16GB Memory	338-BTPS	-	5	-
vPro Technology Advanced Management	631-ACHG	-	5	-
16GB 2133MHz LPDDR3 Memory	370-AFDB	-	5	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BNRE	-	5	-
11.6", FHD (1920 x 1080), 1000 Nit Outdoor-Readable, AG/AS/AP, Glove-Capable Touchscreen	391-BEVG	-	5	-
Intel Wi-Fi 9560 Driver with Bluetooth	555-BFIU	-	5	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2	555-BFJV	-	5	-
No Mobile Broadband Card	362-BBBB	-	5	-
2-cell 34Wh) Lithium Ion Primary Battery	451-BCCD	-	5	-
90 Watt AC Adapter	450-AELY	-	5	-
No Security Software	650-AAJS	-	5	-
No Media	620-AAOH	-	5	-
E4 Power Cord 1M for US	537-BBBL	-	5	-
Latitude Rugged 7220 Getting Started Guide	340-COCF	-	5	-
2-cell (34Wh) Lithium Ion Secondary Battery	451-BCCM	-	5	-
Custom Configuration	817-BBBB	-	5	-
System Regulatory Label	389-DRXP	-	5	-
Regulatory Label (WLAN)	389-DRXQ	-	5	-
Windows 10 Additional Software	658-BEPO	-	5	-
Shipping Material, Shuttle	340-AQMD	-	5	-
System Shipment, Latitude 72x2	340-AQME	-	5	-
Directship Info Mod	340-CKTD	-	5	-
No Option Included	340-ACQQ	-	5	-
ENERGY STAR Qualified	387-BBNJ	-	5	-
5 MP HD IR webcam /8 MP rear camera with Flash and Dual Microphone	319-BBHH	-	5	-
WLAN Chassis No NFC	321-BEZF	-	5	-
Connector for I/O Expansion	750-ABNN	-	5	-
Mini Serial Port	325-BDNX	-	5	-
Hazardous Locations Certification	340-CNKH	-	5	-
No Security	461-AAHD	-	5	-

VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 3yr	528-CHEB	-	5	-
ProSupport Plus: Next Business Day Onsite, 3 Years	804-0513	-	5	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	5	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-7005	-	5	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-7006	-	5	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-7040	-	5	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	5	-

			Quantity	Subtotal
Precision 3660 Tower		\$1,988.47	1	\$1,988.47

Estimated delivery if purchased today:

Nov. 10, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Intel Core i7-12700 processor (25MB Cache, 12 Core (8P+4E), 2.1GHz to 4.9GHz (65W)) TDP	338-CDBF	-	1	-
VR Heatsink	412-ABBQ	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
300W Platinum PSU, DAO	321-BHGF	-	1	-
16GB, 2x8GB, DDR5 up to 4400MHz UDIMM non-ECC memory	370-AGYD	-	1	-
Nvidia T1000 8GB, 8GB, 4 mDP to DP adapter (Precision 3660)	490-BHXE	-	1	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	1	-
No SATA RAID	780-BBCJ	-	1	-
512GB PCIe NVMe Class 40 M.2 SSD	400-BNGP	-	1	-
Thermal Pad 3660	412-AAZW	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
8x DVD-ROM 9.5mm Optical Disk Drive	429-ABDT	-	1	-
Bezel ODD	429-ABMR	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
Intel ME vPRO	631-ADHW	-	1	-
No Keyboard Selected	580-AABG	-	1	-
No Mouse Selected	570-AAAF	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
Standard CPU Air Cooler	412-ABBU	-	1	-
US Power Cord	450-AH DU	-	1	-

Quick Setup Guide, Precision 3660	340-CYVU	-	1	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	1	-
Ship material - EPEAT Certification	340-CZQO	-	1	-
300W Platinum PSU Label	389-EDFS	-	1	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	1	-
Internal Speaker for Precision 3660	520-AAVW	-	1	-
No External ODD	429-ABGY	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Premier Color 6.1	640-BBSN	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Intel Rapid Storage Technology Driver, Precision 3660T	409-BCWP	-	1	-
VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	1	-
Custom Configuration	817-BBBB	-	1	-
Precision 3660 Tower CTO BASE	210-BCUR	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-2836	-	1	-
ProSupport: Next Business Day Onsite, 3 Years	997-6782	-	1	-

			Quantity	Subtotal
Precision 5820 Tower	\$3,295.16	1		\$3,295.16

Estimated delivery if purchased today:

Nov. 23, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Precision 5820 Tower XCTO Base	210-ANJK	-	1	-
Intel (R) Core (TM) i9-10900X 3.7GHz,(4.7GHz Turbo, 10C, 19.25MB Cache, HT, (165W), DDR4-2933 Non-ECC)	338-BUNV	-	1	-
Intel(R) Core(TM) i9 Label	389-CGEV	-	1	-
CPU Heatsink 5820 Tower	412-AALF	-	1	-
Precision 5820 Tower Core X 950W PCIe FlexBay Chassis CL FMX	321-BGTP	-	1	-
Nvidia GeForce RTX 3080Ti, 12GB, 3DP, HDMI (Precision 7820, Precision 5820)	490-BHVS	-	1	-
32GB, 4x8GB, DDR4 UDIMM non-ECC memory	370-AFGK	-	1	-
No Out-of-Band Systems Management	631-ABML	-	1	-
Intel NVMe PCIe SSD (Front PCIe FlexBay)	414-BBBV	-	1	-
Intel Integrated controller (RST-e) with 1-2 Front FlexBay NVMe PCIe Drives	321-BDWI	-	1	-

Dell M.2 carrier	400-AVDR	-	1	-
M.2 1TB PCIe NVMe Class 40 Solid State Drive	401-ABJR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
8x Half-Height BD-RE Drive	429-AAUL	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQDH	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No SATA RAID	780-BBCJ	-	1	-
Slim filler panel (no opt.)	429-ABEP	-	1	-
GPT is 100% required for all order	411-XXYB	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
GLOBAL OPTION UPDATE 00876242	580-ABIS	-	1	-
Intel X550-T2 10GbE NIC, Dual Port, Copper	540-BBZX	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
US Power Cord	470-AAKG	-	1	-
Placemat 5820 Tower MUI DAO	340-BYNM	-	1	-
Resource DVD not Included	430-XXYU	-	1	-
Not ENERGY STAR Qualified	387-BBBE	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Ship Material Tower 5820,7820	328-BCRU	-	1	-
SHIP,PWS,LNK,NO,NO,AMF	340-AEYP	-	1	-
T5820 950W Regulatory Label (DAO)	389-CGKH	-	1	-
Performance Optimized	370-AAIP	-	1	-
BIOS match checked back to factory	444-BBBG	-	1	-
BIOS binary check enabled and verified	444-BBBS	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Enable Low Power Mode	658-BBMQ	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty Plus Service	997-7163	-	1	-
ProSupport: Next Business Day Onsite 3 Years	997-7188	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-7208	-	1	-

			Quantity	Subtotal
Dell Latitude 5430 Rugged		\$2,513.43	5	\$12,567.15

Estimated delivery if purchased today:

Nov. 14, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	5	-

Intel Core Processor i7-1185G7, (QC, 3.0 to 4.3 GHz, 28W, vPro)	379-BERR	-	5	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	5	-
No Microsoft Office License Included	658-BCSB	-	5	-
Intel® Core™ vPro i7-1185G7 with Iris Xe Graphics	338-CCRL	-	5	-
ME Lockout MOD - Manageability	631-ADED	-	5	-
16GB, 2x8GB, 3200 MHz DDR4 Non-ECC	370-AGTH	-	5	-
512GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMRW	-	5	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable	391-BGGI	-	5	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	5	-
Intel AX210 WLAN Driver	555-BHCC	-	5	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	5	-
Hot surface warning label	389-ECGC	-	5	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	5	-
65W Type-C EPEAT Adapter	492-BCXP	-	5	-
No Fingerprint, no Smartcard reader	346-BHQQ	-	5	-
E4 Power Cord 1M for US	537-BBBL	-	5	-
Setup and Features Guide	340-CXCE	-	5	-
Dummy Airbay Cover	325-BEIV	-	5	-
ENERGY STAR Qualified	387-BBPC	-	5	-
Custom Configuration	817-BBBB	-	5	-
Dell Applications for Windows 11	658-BFIP	-	5	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	5	-
Microphone +RGB HD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHV	-	5	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	5	-
No Option Included	340-ACQQ	-	5	-
Additional USB-A rear port	590-TFHR	-	5	-
Additional TBT/Type-C port	325-BEJZ	-	5	-
Rigid handle	750-ADPK	-	5	-
ProSupport: Next Business Day Onsite, 3 Years	808-6784	-	5	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	5	-
ProSupport: 7X24 Technical Support, 3 Years	808-6809	-	5	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	5	-

			Quantity	Subtotal
Dell Latitude 5530		\$1,374.89	34	\$46,746.26

Estimated delivery if purchased today:

Dec. 01, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 BTX Base	210-BDJK	-	34	-
12th Generation Intel vPro Enterprise with Intel Core i7-1265U (10 Core, 12 MB Cache, 12 Threads, up to 4.80 GHz)	379-BETU	-	34	-

Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	34	-
No Microsoft Office License Included	658-BCSB	-	34	-
Assembly Base	338-CDKI	-	34	-
i7-1265U vPro, Intel Iris Xe Graphics, Thunderbolt	338-CDMZ	-	34	-
Intel vPro Technology Enabled	631-ADFJ	-	34	-
8GB, 1x8GB, DDR4 Non-ECC	370-AFVS	-	34	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BNKW	-	34	-
15.6" FHD (1920x1080) Anti Glare, Non-Touch, 250 nits, FHD IR Camera, WWAN	391-BGML	-	34	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	34	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	34	-
Intel AX211 WiFi 6e 2x2 AX+ with Bluetooth 5.2	555-BHHU	-	34	-
58WHR, 4 Cell Battery Express Charge Capable	451-BCWY	-	34	-
65W Type-C Adapter	492-BDGC	-	34	-
Single Pointing, Smart Card Reader, Finger Print Reader, Thunderbolt 4	346-BHSX	-	34	-
E4 Power Cord 1M for US	537-BBDO	-	34	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	34	-
ENERGY STAR Qualified	387-BBPW	-	34	-
Fixed Hardware Configuration	998-FNQI	-	34	-
SupportAssist	525-BBCL	-	34	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	34	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	34	-
Waves Maxx Audio	658-BBRB	-	34	-
Dell Power Manager	658-BDVK	-	34	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	34	-
Dell Optimizer	658-BEQP	-	34	-
Windows PKID Label	658-BFDQ	-	34	-
Packaging BTS 65W Adapter + ADL CPU	340-CYVL	-	34	-
Intel Gen 12 CPU label for Core i7 vPro enable	340-CYNX	-	34	-
POD Label	389-EDJB	-	34	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	34	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	34	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	34	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	34	-
Dell Limited Hardware Warranty	997-8317	-	34	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	34	-
ProSupport Plus: Next Business Day Onsite, 15 Months	997-8369	-	34	-
ProSupport Plus: Next Business Day Onsite, 24 Months Extended	997-8384	-	34	-
ProSupport Plus: Keep Your Hard Drive, 39 Months	997-8385	-	34	-
ProSupport Plus: Accidental Damage Service, 39 Months	997-8386	-	34	-

ProSupport Plus: 7x24 Technical Support, 39 Months

997-8387

- 34

-

Quantity**Subtotal****OptiPlex 7000 MFF****\$965.00****88****\$84,920.00**

Estimated delivery if purchased today:

Nov. 02, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7000 Micro	210-BCTH	-	88	-
12th Generation Intel Core i7-12700T (12 Cores/25MB/20T/1.4GHz to 4.7GHz/35W)	338-CCYH	-	88	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	88	-
No Microsoft Office License Included	658-BCSB	-	88	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	88	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BEUX	-	88	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	88	-
NO RAID	817-BBBN	-	88	-
OptiPlex 7000 Micro with 35 W CPU	329-BGNJ	-	88	-
130 Watt A/C Adapter	450-ALFN	-	88	-
US Power Cord	450-AAZN	-	88	-
Intel Wi-Fi 6E 2x2 AX211 Bluetooth 5.2 Wireless Card	555-BH DU	-	88	-
Internal Antenna	555-BHDV	-	88	-
Intel Wi-Fi AX211	555-BHNI	-	88	-
Optional Serial Port	382-BBIZ	-	88	-
Dell KB216 Wired Keyboard English	580-ADJC	-	88	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	88	-
No Cable Cover	325-BCZQ	-	88	-
SupportAssist	525-BBCL	-	88	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	88	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	88	-
Waves Maxx Audio	658-BBRB	-	88	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	88	-
Dell Optimizer	658-BEQP	-	88	-
IRST Driver	658-BFKI	-	88	-
ENERGY STAR Qualified	387-BBLW	-	88	-
Dell Watchdog Timer	379-BESJ	-	88	-
Quick Start Guide	340-CYKP	-	88	-
Print on Demand Label	389-BDQH	-	88	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	88	-
Shipping Material	340-CQYN	-	88	-
Shipping Label	389-BBUU	-	88	-
Regulatory Label for OptiPlex 7000 Micro 130W	389-ECQQ	-	88	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	88	-

Desktop BTS/BTP Shipment	800-BBIP	-	88	-
Fixed Hardware Configuration	998-FQNR	-	88	-
Internal Speaker	520-AAVE	-	88	-
No Option Included	340-ACQQ	-	88	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	88	-
Intel vPro Enterprise	631-ADGI	-	88	-
SMALL BUSINESS	379-BESP	-	88	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	88	-
ProSupport: 7x24 Technical Support, 3 Years	812-3894	-	88	-
ProSupport: Next Business Day Onsite 3 Years	812-3908	-	88	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	88	-

			Quantity	Subtotal
Dell Latitude 7320 Detachable	\$1,493.95	2		\$2,987.90

Estimated delivery if purchased today:

Nov. 02, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7320 Detachable	210-AYRQ	-	2	-
11th Generation Intel(R) Core(TM) i7-1180G7 (4 Core, 12M cache, base 2.2GHz, up to 4.6GHz, vPro capable)	379-BEKF	-	2	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	2	-
No Microsoft Office License Included	658-BCSB	-	2	-
11th Gen Intel Core i7-1180G7 Vpro and 16GB Memory, Intel Iris Graphics	338-BZHL	-	2	-
Intel vPro Technology Advanced Management Features	631-ACWU	-	2	-
16 GB, LPDDR4X SDRAM, 4267MHz (on board)	370-AGOB	-	2	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BHRB	-	2	-
13" 3:2 FHD+ (1920 x 1280) Touch, 500 nits Super Low Power, Low Blue Light, Gorilla Glass 6 DX, Mic	391-BFVJ	-	2	-
GLOBAL OPTION UPDATE 00876242	580-ABIS	-	2	-
AX201 WLAN Driver+ Bluetooth	555-BGQC	-	2	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.2	555-BFVZ	-	2	-
40WHR, 2Cell, BYD Battery	451-BCUF	-	2	-
65W Type-C EPEAT Adapter	492-BCXP	-	2	-
E4 Power Cord 1M for US	537-BBBL	-	2	-
Quick Reference Guide	340-CVIC	-	2	-
Latitude 7320 Detachable without FPR/SmartCard/NFC/uSIM	320-BEGC	-	2	-
ENERGY STAR Qualified	387-BBIT	-	2	-
Fixed Hardware Configuration	998-FKBW	-	2	-
65W Rating Regulatory Label	389-DYWH	-	2	-
Regulatory Label for WLAN+BT	389-DYWM	-	2	-
Additional Software (Latitude 7320 Detachable)	658-BEZR	-	2	-

System Shipment, Latitude 7320	340-CVKI	-	2	-
Intel 11th Gen EVO label, i7 vPro	389-DYXN	-	2	-
Retail Print On Demand Label	389-BIVH	-	2	-
RGB IR Camera /w Prox snsr (Front)	319-BBHN	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
Dell Limited Hardware Warranty Plus Service	807-7362	-	2	-
ProSupport Plus: Accidental Damage Service, 4 Years	807-7437	-	2	-
ProSupport Plus: Next Business Day Onsite, 4 Years	807-7438	-	2	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	807-7439	-	2	-
ProSupport Plus: 7x24 Technical Support, 4 Years	807-7440	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-

			Quantity	Subtotal
Dell Latitude 7320 Detachable Travel Keyboard and Pen	\$160.09	2		\$320.18

Estimated delivery if purchased today:

Nov. 10, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7320 Detachable Keyboard (US English) and Pen	580-AJSE	-	2	-

			Quantity	Subtotal
Dell Commercial Grade Case for Latitude 7320 Detachable	\$40.02	2		\$80.04

Estimated delivery if purchased today:

Nov. 03, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell EcoLoop Commercial Grade Case for Latitude 7320 Detachable RG1322C	460-BDEP	-	2	-

			Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$215.00	15		\$3,225.00

Estimated delivery if purchased today:

Nov. 02, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	15	-
Dell Limited Hardware Warranty	814-5380	-	15	-
Advanced Exchange Service, 3 Years	814-5381	-	15	-

			Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	\$237.79	15		\$3,566.85

Estimated delivery if purchased today:

Nov. 03, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	15	-
Advanced Exchange Service, 3 Years	872-8550	-	15	-
Dell Limited Hardware Warranty	872-8557	-	15	-

Subtotal:	\$172,381.51
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$172,381.51

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: November 7, 2022

FROM: Gary Bertagnolli, Director of Information Technology

ITEM: Consider approval of the purchase of two (2) 2023 Ford Escape Small SUVs for the Information Technology Division, per Town of Flower Mound specifications, in the amount of \$58,712.50.

BACKGROUND INFORMATION: Utilizing the TIPS USA Cooperative Contract #21097, The Information Technology Division is requesting to purchase two (2) 2023 Ford Escape Small SUVs per Town of Flower Mound specifications, in the amount of \$58,713 from Silsbee Ford. These replacements are part of the approved Vehicle Equipment Replacement Fund (VERF) budget and replaces 2013 Ford Fiesta units #59100-01 and #59100-02.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$58,712.50

Proposed Expenditure/(Revenue):	Account Number(s):
\$58,712.50	565-450-84500-6130 - VERF

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote
2. Bid Award Recommendations

DRAFT MOTION: Move to approve as presented in the agenda caption.



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF FLOWERMOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: ESCAPE FWD

Date: October 19, 2022

A. Bid Item: _____

A. Base Price: \$ 22,938.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
U0F	2023 ESCAPE S FWD	\$ 5,995.00			
100A	EQUIPMENT GROUP	\$ -			
996	ENGINE 1.5L ECOBOOST				

Total of B. Published Options: \$ 5,995.00

Published Option Discount (5%) _____

C. Unpublished Options [not to exceed 25%]

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- YZ OXFORD WHITE	
		INTERIOR- DARK EARTH GRAY	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ 250.00

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: _____

99

\$ 173.25

H. Subtotal:

\$ 29,356.25

I. Quantity Ordered 2 x H =

\$ 58,712.50

J. Trade in: _____

\$ -

K. _____

L. Total Purchase Price

\$ 58,712.50

ATTACHMENT 2



Bid Award Recommendation

Date: 10/20/2022 – VERF FY2023

Description: **2023 Ford Escape – Small SUV**

Qty.: 2

Replaces: 59100-01 and 59100-02, which are 2013 Ford Fiesta Small SUV

Bidder: Silsbee Ford, Seth Gamblin, 512-436-1313 sgamblin.silsbeefleet@gmail.com
Via TIPS USA Cooperative Contract #210907.

Item: Two – White Ford Escape S, Front Wheel Drive Small SUV, equipped as per attached TIPS USA Cooperative Quote “ESCAPE FWD”

Total Cost of Vehicles, Equipment & Installation:

\$58,712.50

It is Fleet Services recommendation to award the bid to **Silsbee Ford** in the amount of **\$58,712.50** utilizing the **TIPS USA Cooperative Contract # 210907**

Fleet Services Manager

10/20/2022

Date



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: November 7, 2022

FROM: Wendell Mitchell, Assistant Chief of Police *WMM*

ITEM: Consider approval of purchasing one (1) Ford 2023 PIU SUV Hybrid with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Silsbee Ford for \$76,226.25.

BACKGROUND INFORMATION: The Police Services Department is requesting the purchase of one (1) new 2023 Ford PIU SUV Hybrid with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate #34736 for \$76,226.25 from Silsbee Ford through TIPS USA Cooperative Contract #210907. This purchase replaces a vehicle assigned to the Traffic Section, Unit No. 43500-35, a 2016 Ford Taurus. The hybrid SUV will allow the Town to evaluate fuel consumption and savings while providing the Traffic Unit with SUV to support and carry equipment for commercial motor vehicle inspections and crash investigations. The replacement of the vehicles is a part of the approved Fiscal Year 22-23 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: None that could provide the same utility

FISCAL IMPACT: \$76,226.25

Proposed Expenditure/(Revenue):	Account Number(s):
\$76,226.25	565-450-84500-6130

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation
2. Quote – TIPS Product Pricing Summary (Estimate)
3. Vehicle-Equipment Purchase Requisition
4. Quote – Emergency Equipment and Install (Estimate)

DRAFT MOTION: Move to approve as presented in the agenda caption.



Bid Award Recommendation

Date: 10/25/2022 – VERF FY2023

Description: **Ford Hybrid Police Interceptor Utility Pursuit Rated Vehicle W/ Emergency Equipment**

Qty.: 1

Replaces: 43500-35, a 2016 Ford Taurus

Bidder: Silsbee Ford, Seth Gamblin 512-436-1313 sgamblin.silsbeefleet@gmail.com
Via TIPS USA Cooperative Contract# 210907.

Item: One – Ford Hybrid Police Interceptor Utility, Pursuit Rated Vehicle with Police Emergency Lighting/Equipment Package as per TOFM Specs and as Identified Within Attached Cooperative Quote “FORD POLICE INTERCEPTOR UTILITY” and Defender Upfit #34736.

Total Cost of Vehicles, Equipment & Installation:

\$76,226.25

It is Fleet Services recommendation to award the bid to **Silsbee Ford** in the amount of **\$76,226.25** utilizing the **TIPS USA Cooperative Contract #210907**.

Fleet Services Manager

10/25/2022

Date



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: sgamblin.silsbeefleet@gmail.com

Product Description: FORD POLICE INTERCEPTOR UTILITY

Date: October 19, 2022

A. Bid Item: _____

A. Base Price: \$ **45,776.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2023 FORD PIU	\$ 1,185.00			
99W	3.3L V6 HYBRID SYSTEM ENGINE	\$ -			
86T	TAIL LAMP/POLICE HOUSING	\$ 60.00			
17A	AUX AIR	\$ 610.00			
55F	KEY FOB	\$ 340.00			
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	\$ 50.00			
61B	OBD-II SPLITTER	\$ 55.00			
51R	DRIVER SIDE SPOT LED	\$ 395.00			

Total of B. Published Options: \$ **2,695.00**

Published Option Discount (5%) \$ **(75.50)**

C. Unpublished Options

\$= 57.1 %

Description	Bid Price	Options	Bid Price
DEFENDER SUPPLY 34736	\$ 27,687.00	EXTERIOR-BLACK	
		INTERIOR- 96	
		500A ORDER CODE	

Total of C. Unpublished Options: \$ **27,687.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ **250.00**

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ **-**

F. Contract Price Adjustment: FLOWERMOUND DISCOUNT

\$ **(500.00)**

G. Additional Delivery Charge: 225

\$ **393.75**

H. Subtotal:

\$ **76,226.25**

I. Quantity Ordered 1 x H =

\$ **76,226.25**

J. Trade in: _____

\$ **-**

K. _____

L. Total Purchase Price

\$ **76,226.25**

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 10/25/2022
 Suggested Vendor: Silsbee Ford
 Contact (if known): Seth Gamblin
 Address (if available): 1211 Hwy 96 North
Silsbee Tx, 77656
 Phone/Fax: 512-436-1313



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: Police Department

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	Updated Quote	Amount
565-450-84500-6130	\$ 41,000	1	2023 Ford Utility Hybrid	\$ 48,539.25	\$ 48,539.25
565-450-84500-6130	\$ 27,000	1	Police Equipment	\$ 27,687.00	\$ 27,687.00
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 76,226.25

Name/Phone Ext.: Darren Branch / #6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 43500-35
 Spec Name: _____

APPROVALS:

Fleet Manager: Bill Sterner

Bid/Solicitation #: _____

Co-Op/Contract #: TIPS USA

#210907

Note: Requisition 'Unit Description' **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.

**DEFENDER SUPPLY™**845 FM 407 W
Argyle, TX 76226

Page 148 of 285

Date	10/5/2022
Estimate #	34736
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Description	Location
2022 Ford INT SUV Hybrid Pursuit Rated Police Package (Unit 43500-35)	
Window Tint - For Two Front Windows	
55% Madico Onyx	
7170-0734-05 Gamber Johnson 2020+ Ford Police Interceptor® Utility Low-Profile Console Box with Cup Holder , Armrest, and 6" Locking Slide Arm Kit	
Gamber Johnson Mongoose 9' Locking Slide Arm with 360 Degree Clevis for Computer Docking Station	
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Basic Port Replication)	
Setina Dual T-Rail Weapon System with handcuff key	
Setina T-Rail Universal Lock, EoTech Bracket	
Setina Self Supporting Gun Rack Mount, 2023 Ford INT SUV	
Pro-Gard cargo barrier for the 2020+ PI SUV (w/ wire mesh)	
Whelen FST WecanX Inner Edge for 2015-2020+ PI SUVs (front, 10-lights)	Front Visor
Whelen Cencom Core Amp Control Module	
Whelen WeCanX Console Mount 21 Button/Slide Control Head	
2020 Ford Interceptor Utility Gateway Installation Kit for use WITHOUT Ford 61B Factory Option	
Whelen WeCanX Core 8 Expansion Module	
Whelen Vehicle-to-Vehicle Sync Module	
Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker	Behind Grll
Behind the Grill speaker bracket (driver side) for a 2020 PI SUV.	
Whelen Surface Mount ION Trio Light Head in Red/Blue/White	
Whelen Trio Color Llinear ION Red/Blue/White	
Whelen ION T-Series Linear Super-LED DUO Color Surface Mount in Red/Blue Split Heads	
Whelen Strip-Lite Plus Surface Mount Super-LED Series DUO, Red/Blue	Rear Side Glass

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

Signature

**DEFENDER SUPPLY™**845 FM 407 W
Argyle, TX 76226

Page 149 of 285

Date	10/5/2022
Estimate #	34736
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location
Defender Intersector 180 Degree Output LED Tricolor - Red/Blue/White Under Mirror Mounted Light for Critical Intersection & Side Warning Purposes	
Inner Edge 8 Lamp Interior Light Tray Mounted in Rear Liftgate Window Firing to the Rear & Designed for the 2020+ Ford Interceptor Utility SUV	Rear Glass-Rear Facing
Whelen 360 Degree LED Side Emitter Light Head - Red	Front&Rear Corner Provisions
Whelen 360 Degree LED Side Emitter Light Head - Blue	Front&Rear Corner Provisions
Whelen Universal Solid State Tail Light Flasher	
Whelen Howler system for a 2020+ PI SUV	
Whelen LED Flush Mount Compartment Light in Red & White	
Universal Mount 6 Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens	
TCRWX5 Whelen WeCanX Tracer, Trio, R/B/W	Running Boards
Whelen Tracer Mounting Kit for 2020+ Ford Interceptor Utility SUV (Pair)	
MINI ION T-SERIES LT RED/BLUE	
Streamlight Charger Sleeve Assembly (SL-20X, SL-20X-LED, SL-20XP-LED) (Cord not included)	
Streamlight Power Cord for Mobile Charger Sleeve	
Power Cord for DS-DELL-410 Series and DS-DELL-600 Series Docking Stations with Internal Power Supplies only.	
Stalker DSR 2X - 'Ka' Band - Front & Rear Antenna Moving Radar Unit with Remote.	
Applied Concepts, Stalker, 24 Month Extended Warranty	
Stalker Mounting Brackets for Counting Unit & Front Antenna for the Stalker Dual SL & DSR 2X Radar Systems for the 2013+ Ford Interceptor Utility SUV	
Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT	
AFM 835 700-800 whip	
Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable	
Jotto Desk Magnetic Console Mic Clip	

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

Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Page 150 of 285

Date	10/5/2022
Estimate #	34736
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location
Havis - Console Mount Mic Clip Bracket	
12-volt vehicular power cable for Cradlepoint	
CABLES for RADIO	
HAF4013A Motorola Antenna (762-870 MHz)	
Main radio power cable	
Power cable plus speaker outs for Motorola XTL 5000	
Motorola 13-Watt Police Radio Speaker with Mounting Bracket	
17' remote cable	
3/4", Thru-hole Mounts, 17' solid core coax cable	
Professional Design & Installation of Graphics for Customer's Department by Defender Supply-GRAFFIX SHOPPE	
Professional Installation of Graphics by Defender Supply - DOUG	
RED or YELLOW Rocker Switches for Cargo Dome	
SPEAKER MODULE ASSEMBLY, EXT SPKR 7.5W	
Watch Guard Cables	
Xantrex Prowatt 1000 Inverter w/remote switch	
ProClip Top Support Charger #560753	
ProClip Printer Mount Kit #241425	
Zebra ZQ520 Printer Charge Cable (hardwire)	
Federal Signal External Use LED Opticom Emitter Designed for Public Service Use - (Square)	Behind Grill
Defender Supply Electronic Equipment mounting system with Protection Cover - Mounts to cargo partition in the Rear Cargo Area to Install and Protect Electronic Equipment and Power Distribution for Cleanliness and Easy Maintenance Access.	

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

Signature

**DEFENDER SUPPLY™**

845 FM 407 W
Argyle, TX 76226

Page 151 of 285

Date	10/5/2022
Estimate #	34736
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Description	Location
Installation of Customer Supplied Items	
Cradle Point	
APX6500 Radio	
Axon Fleet 2 Video System	
Removal of Watch Guard Video System	
Installation of Above Emergency Equipment as Listed:	
Shipping of Above Emergency Parts for Upfit	
Misc. Shop Supplies	
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System	
Defender Supply Dual Tone Siren Package for Core. Includes Amp, 100 Watt Speaker, Bracket. Includes Installation.	
TK0232ITU20 "CARGO BOX	
LFK- Lift Top, Fixed Box With Key Lock	
BSN- Base Sliding With No Lock"	
Cargo Radio Tray with no lock TRN	
Texas Government or Municipality - No Sales Tax	

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

Signature _____



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: November 7, 2022

FROM: Wendell Mitchell, Assistant Chief of Police *WM*

ITEM: Consider approval of purchasing one (1) Ford 2023 F150 Crew Cab 4-wheel drive truck with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Silsbee Ford for \$58,413.21.

BACKGROUND INFORMATION: The Police Services Department is requesting the purchase of one (1) new 2023 Ford F150 Crew Cab 4-wheel drive truck with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate #34933 for \$58,413.21 from Silsbee Ford through TIPS USA Cooperative Contract #210907. This purchase replaces Unit No. 43500-45, a 2017 Dodge Charger. The purpose of replacing Unit 43500-45 with a truck is for the functionality required for various assignments related to criminal investigations, including narcotics interdiction. The replacement of the vehicles is a part of the approved Fiscal Year 21-22 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: None that could provide the same utility.

FISCAL IMPACT: \$58,413.21

Proposed Expenditure/(Revenue):

\$ 58,413.21

Account Number(s):

565-450-84500-6130

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation
2. Quote – TIPS Product Pricing Summary (Estimate)
3. Vehicle-Equipment Purchase Requisition
4. Emergency Equipment and Install (Estimate)

DRAFT MOTION: Move to approve as presented in the agenda caption.



Bid Award Recommendation

Date: 10/28/2022 VERF FY2022

Description: **Ford F150 XLT Pick-up w/Emergency Lighting**

Qty.: 1

Replaces: 43500-45, a 2017 Dodge Charger - Police

Bidder: Silsbee Ford, Seth Gamblin, 512-436-1313, sgamblin.silsbeefleet@gmail.com
Via TIPS USA Cooperative Contract# 210907.

Item: One – 2023 Ford F150 XLT Crew Cab Pick-up Truck with Police Equipment as per TOFM Specs and as identified within Cooperative Quote “FORD F150 CREW CAB” and Defender Upfit #34933 dated October 28, 2022.

(Note that this is a re-order from FY 2022 VERF in which the manufacturer and vendor were unable to produce/acquire)

Total Cost of Vehicles, Equipment & Installation:

\$58,413.21

It is Fleet Services recommendation to award the bid to **Silsbee Ford** in the amount of **\$58,413.21** utilizing the **TIPS USA Cooperative Contract # 210907**.

Fleet Services Manager

10/28/2022

Date



PRODUCT PRICING SUMMARY

TIPS USA210907 Automobiles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD F150 CREW CAB

Date: October 28, 2022

A. Bid Item: _____

A. Base Price: \$ 36,584.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1E	2023 FORD F150 CREW CAB 4X4 5.5' 145 W	\$ -	301A	ORDER GROUP XLT MID	\$ 950.00
995	5.0L V8 ENGINE	\$ 2,395.00		CRUISE	
44G	10 SPEED TRANS	\$ -		REVERSE SENSING	
18B	RUNNING BOARDS	\$ 250.00			
53A	TRAILER TOW PACKAGE	\$ 1,090.00			
55A	FX4 OFF ROAD PACKAGE	\$ 1,005.00			
64H	18" SILVER WHEELS	\$ 95.00			
96W	SPRAY IN BED LINER	\$ 595.00			

Total of B. Published Options: \$ 6,380.00

Published Option Discount (5%): \$ (319.00)

C. Unpublished Options

\$= 16.3 %

Description	Bid Price	Options	Bid Price
DEFENDER 34933	\$ 6,982.96	EXTERIOR COLOR- M7 CARBONIZED GRAY	
		INTERIOR MS- BLACK CLOTH	
		COLOR CAN BE CHANGED WITH A PO**	

Total of C. Unpublished Options: \$ 6,982.96

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 450.00

F. Contract Price Adjustment: XLT UPGRADE

\$ 7,987.00

G. Additional Delivery Charge: 199

\$ 348.25

H. Subtotal:

\$ 58,413.21

I. Quantity Ordered 1 **x H =**

\$ 58,413.21

J. Trade in: _____

\$ -

K.

L. Total Purchase Price

\$ 58,413.21

VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 10/28/2022
 Suggested Vendor: Silsbee Ford
 Contact (if known): Seth Gamblin
 Address (if available): 1211 Hwy 96N
Silsbee TX, 77656
 Phone/Fax: 512-436-1313



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: POLICE

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	Updated Quote	Amount
565-450-84500-6130	\$ 46,220	1	2023 Ford F150	51,430.25	51,430.25
		1	Police Equipment Lighting and Install	6,982.96	6,982.96
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	58,413.21

Name/Phone Ext.: Darren Branch 6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 43500-45
 Spec Name: _____

APPROVALS:

Fleet Manager: Bill Sterner

Bid/Solicitation #: _____

Co-Op/Contract #: TIPS USA 210907

Note: Requisition 'Unit Description' **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Page 156 of 285

Date	10/28/2022
Estimate #	34933
Estimate By	Mike Hewitt
	mike@defendersupply.com
	903-771-1089



Bill To
Lake Country Chevrolet 2152 N Wheeler St Jasper, TX 75951

Customer Contact	
Customer Phone	
Customer E-mail	sgamblin.silsbeefleet@gmail.com

Description	Location
Flower Mound Police Department	
CID Truck	
Window Tint - All Windows - Crew Cab Truck	
with Eyebrow	
Whelen HHS4200 Hand-Held Siren	
Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker	Behind Grill
Whelen Universal 'L' Shape Siren Speaker Bracket	
Whelen Inner Edge Duo	Front Visor
Whelen Trio Color Llinear ION Red/Blue/White with Smoked Lens	Behind Grill
Whelen Solid State Headlight Flasher	
Whelen Universal Solid State Tail Light Flasher	
Whelen Vertex Hide-away LED, Red/Blue Split	Air Dam Area
Whelen Trio Color Llinear ION Red/Blue/White	Rear Side Glass-Side Facing
Whelen ION T-Series Linear Super-LED Surface Mount in Blue with Smoked Lens	Under Tailgate
TLIRX Whelen ION T-Series Linear Super-LED Surface Mount in Red with Smoked Lens	Under Tailgate
Fenix Fusion 8-lamp Single Color (4-R, 4-B)	Rear Glass-Rear Facing
Decked System	
Radio CHarger for Motorola APX 6500	
Whelen LED Flush Mount Compartment Light in Red & White	
Federal Signal Halogen Littlelite 6', switch control, wired base, motorcycle application	Rear Cargo Drawer
Shipping of Above Emergency Parts for Upfit	

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

Signature



845 FM 407 W
Argyle, TX 76226

Date	10/28/2022
Estimate #	34933
Estimate By	Mike Hewitt mike@defendersupply.com 903-771-1089



Bill To
Lake Country Chevrolet 2152 N Wheeler St Jasper, TX 75951

Customer Contact	
Customer Phone	
Customer E-mail	sgamblin.silsbeefleet@gmail.com

Description	Location
Misc. Shop Supplies	
Installation of Above Equipment	
Sales Tax	

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

Signature



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: November 7, 2022

FROM: Wendell Mitchell, Assistant Chief of Police *WMM*

ITEM: Consider approval of purchasing one (1) 2023 Dodge Charger with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Donaldson Chrysler Dodge Jeep Ram (CDJR) for \$60,845.16

BACKGROUND INFORMATION: The Police Services Department is requesting the purchase of one (1) 2023 Dodge Charger with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate #34884 for \$60,845.16 from Donaldson CDJR through TIPS USA Cooperative Contract #210907. This purchase replaces a vehicle assigned to the Traffic Section, Unit No. 43500-34, a 2016 Ford Taurus. The replacement of the vehicles is a part of the approved Fiscal Year 22-23 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: None that could provide the same utility.

FISCAL IMPACT: \$60,845.16

Proposed Expenditure/(Revenue):

\$60,845.16

Account Number(s):

565-450-84500-6130

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation
2. Quote – TIPS Product Pricing Summary (Estimate)
3. Vehicle-Equipment Purchase Requisition
4. Quote – Emergency Equipment and Install (Estimate)

DRAFT MOTION: Move to approve as presented in the agenda caption.



Bid Award Recommendation

Date: 10/24/2022 – VERF FY2023

Description: **Dodge Charger Pursuit Rated Vehicle W/ Emergency Equipment**

Qty.: 1

Replaces: 43500-34, a 2016 Ford Taurus

Bidder: Donalson CDJR, Seth Gamblin 512-436-1313 sgamblin.silsbeefleet@gmail.com
Via TIPS USA Cooperative Contract# 210907.

Item: One – Dodge Charger Rear Wheel Drive V8 Pursuit Rated Vehicle with Police Emergency Lighting/Equipment Package as per TOFM Specs and as Identified Within Attached Cooperative Quote “DODGE CHARGER POLICE” and Defender Upfit #34884.

Total Cost of Vehicles, Equipment & Installation:

\$60,845.16

It is Fleet Services recommendation to award the bid to **Donalson CDJR** in the amount of **\$60,845.16** utilizing the **TIPS USA Cooperative Contract #210907**.

Fleet Services Manager

10/24/2022

Date



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- DONALSON CDJR, 1305 Hwy 96 BYPASS , Silsbee TX 77656

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMA

Product Description: DODGE CHARGER POLICE

Date: October 20, 2022

A. Bid Item: _____

A. Base Price: \$ 30,173.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
LDDE48	2023 DODGE CHARGER POLICE	\$ 6,903.91			
EZH	5.7L V8 HEMI ENGINE RWD	\$ -			
LNF	BLACK LEFT HAND SPOT LAMP	\$ 235.00	GXQ	4 KEY FOBS	\$ 170.00
LNK	LED SPOT LAMPS	\$ 150.00	CW6	DEACTIVE REAR DOOR	\$ 85.00
X5	HD CLOTH BUCKET SEATS W VINYL REA	\$ 135.00			
AWC	FLEET SAETY GROUP	\$ 395.00			
	EXTERIOR MIRRORS W/ HEAT	INC			
	BLIS	INC			

Total of B. Published Options: \$ 8,073.91

Published Option Discount (5%): \$ (58.50)

C. Unpublished Options

\$= 57.6 %

Description	Bid Price	Options	Bid Price
DEFENDER INSTALL 34884	\$ 22,013.00	EXTERIOR COLOR- BLACK	

Total of C. Unpublished Options: \$ 22,013.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ 250.00

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 225 miles

\$ 393.75

H. Subtotal:

\$ 60,845.16

I. Quantity Ordered 1 **x H =**

\$ 60,845.16

J. Trade in: _____

\$ -

K.

L. Total Purchase Price

\$ 60,845.16

VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 10/24/2022
 Suggested Vendor: Donalson CDJR
 Contact (if known): Seth Gamblin
 Address (if available): 1305 Hwy 96 Bypass
Silsbee Tx, 77656
 Phone/Fax: 512-436-1313



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: Police Department

G/L Account # (if Decision Package)	\$ Amount Approved	Qty.	Unit Description (Specifications)	Estimated Unit Price	Amount
565-450-84500-6130	\$ 31,000	1	2023 Dodge Charger	\$ 38,833	\$ 38,833
565-450-84500-6130	\$ 26,000	1	Police Equipment	\$ 22,013	\$ 22,013
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 60,846

Name/Phone Ext.: Darren Branch / #6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 43500-34
 Spec Name: _____

APPROVALS:

Fleet Manager: Bill Sterner
 Town Manager: _____
 Bid/Solicitation #: _____
 Co-Op/Contract #: TIPS USA
#210907

Note: Requisition 'Unit Description' **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Page 162 of 285

Date	10/19/2022
Estimate #	34884
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location
Dodge Charger - Unit 34	
Window Tint - All Windows - 4 Door Sedan Madico Onyx 55%	
Vehicle-specific console for 2021+ Dodge Chargers (C-VS-2500-CHGR-2-H) w/ cup holder (C-CUP2-I) and arm rest (C-ARM-102)	
Havis 8.5' Heavy Duty Telescoping Pole with Side Mount & Short Handle (can be mounted internally or externally to the console)	
Havis 11' Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Basic Port Replication)	
Defender Supply CHARGER Free Standing Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.	
Whelen Cencom Core Amp Control Module	
Whelen WeCanX Console Mount 21 Button/Slide Control Head	
2021 Chevy Tahoe and Suburban Installation Kit for C399	
Whelen WeCanX Core 8 Expansion Module	
Whelen Vehicle-to-Vehicle Sync Module	
Whelen Carbide WC External Amp for Dual Tone	
Whelen FST WecanX Inner Edge for 2020 Charger (front, 10-lights)	Front Visor
Whelen WCX Inner Edge RST Series Lightbar, DUO? 2020 Dodge Charger	Rear Deck
TRACER TRIO 5-LAMP HOUSING	
TRACER MTG KIT DODGE CHARGER	
Defender Supply Charger Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function. Includes Installation.	

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Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Page 163 of 285

Date	10/19/2022
Estimate #	34884
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Description	Location
Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker	
Whelen Behind the Grill Siren (Driver & Passenger Side) Speaker Bracket - 2021+ Chevrolet Tahoe 9C1 & SSV	
Whelen Trio Color Linear ION Red/Blue/White	
Whelen ION T-Series Linear Super-LED DUO Color Surface Mount in Red/Blue Split Heads	
Whelen Universal Solid State Tail Light Flasher	
Whelen LED Flush Mount Compartment Light in Red & White	
Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens	
20602 Streamlight SL-20L	
Streamlight Power Cord for Mobile Charger Sleeve	
Stinger car charging unit	
Power Cord for DS-DELL-410 Series and DS-DELL-600 Series Docking Stations with Internal Power Supplies only.	
Stalker DSR 2X - 'Ka' Band - Front & Rear Antenna Moving Radar Unit with Remote.	
Applied Concepts, Stalker, 24 Month Extended Warranty	
Stalker Radar Clamp Mount Kit for Control Unit Display & Antenna for 2015+ Dodge Charger (DSR and Dual systems only)	
Xantrex Pro 1000 watt inverter	
https://xantrex.factoryoutletstore.com/cat/83096/Pro-Series.html?cid=358635&chid=1&campaignid=1016420814&adgroupid=57061146637&creative=564248766889&targetid=kwd-301984452126&matchtype=b&device=c&network=g&gclid=CjwKCAiAiKuOBhBQEiwAld_sKzIl2fL3scu0g5DffX7d_KTGOpqzfhwWB_R-kLCCO7JK8VA3bp6BRoCHLAQAvD_BwE	
Pro-gard SAFESTOP Vehicle Anti-theft System for 2009-2013 Ram 1500/2500/3500, 2008-2010 Charger, 2009-2013 Durango	

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Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Page 164 of 285

Date	10/19/2022
Estimate #	34884
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location
Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT	
AFM 835 700-800 whip	
Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable	
Jotto Desk Magnetic Console Mic Clip	
Havis - Console Mount Mic Clip Bracket	
Zebra Printer Power Cable ZQ520	
12-volt vehicular power cable for Cradlepoint	
CABLES for RADIO	
HAF4013A Motorola Antenna (762-870 mHz)	
Main radio power cable	
Power cable plus speaker outs for Motorola XTL 5000	
Motorola 13-Watt Police Radio Speaker with Mounting Bracket	
Motorola Two-Piece Radio Remote Cable	
3/4', Thru-hole Mounts, 17' solid core coax cable	
Motorola 13W weatherproof / waterproof external speaker	
Setina Aluminum Trunk Tray for Dodge Charger	
Professional Design & Installation of Graphics for Customer's Department by Defender Supply	
Professional Installation of Graphics by Defender Supply	
ProClip Top Support Charger #560753	
ProClip Printer Mount Kit #241425	
Watch Guard Cables	

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

Signature

**DEFENDER SUPPLY™**

845 FM 407 W
Argyle, TX 76226

Page 165 of 285

Date	10/19/2022
Estimate #	34884
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location
Installation of Customer Supplied Items:	
Cradle Point	
APX6500 Radio	
Watch Guard 4RE	
Installation of Above Emergency Equipment	
Shipping of Above Emergency Parts for Upfit	
Misc. Shop Supplies	
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System	
Customer Supplied Items:	
Cradle Point	
APX6500 Radio	
Axon Fleet 2 Video System	
Texas Government or Municipality - No Sales Tax	

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

Signature _____



TOWN COUNCIL AGENDA ITEM NO. 15 CONSENT ITEM

DATE: November 7, 2022

FROM: Wendell Mitchell, Assistant Chief of Police *WM*

ITEM: Consider approval of purchasing thirteen (13) 2023 Chevrolet Tahoe's with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate from Lake Country Chevrolet for \$887,805.50.

BACKGROUND INFORMATION: The Police Services Department is requesting the purchase of thirteen (13) new 2023 **Chevrolet Tahoe's** with Police Equipment Packages as per Town of Flower Mound Specifications and Vendor estimate #34739 and #34740 for \$887,805.50 from Lake Country Chevrolet through TIPS USA Cooperative Contract #210907. This purchase replaces 13 Chevrolet Tahoe's assigned to the Uniformed Services (Patrol) Section. The replacement of the vehicles is a part of the approved Fiscal Year 22-23 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: None that could provide the same utility.

FISCAL IMPACT: \$887,805.50

Proposed Expenditure/(Revenue):

\$887,805.50

Account Number(s):

565-450-84500-6130

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation
2. Quote – TIPS Product Pricing Summary Patrol Tahoe (estimate)
3. Quote – TIPS Product Pricing Summary Supervisor Tahoe (estimate)
4. Vehicle equipment purchase recommendation
5. Quote – Emergency Equipment and Install Patrol Tahoe
6. Quote – Emergency Equipment and Install Supervisor Tahoe

DRAFT MOTION: Move to approve as presented in the agenda caption.



Bid Award Recommendation

Date: 10/20/2022 – VERF FY2023

Description: **Chevrolet Tahoe Pursuit Rated Vehicle W/ Emergency Equipment**

Qty.: 13

Replaces: 43500-43, 51, 52, 53, 57, 58, 65, 66, 69, 70, 71, 72, and 74, which are 2016 thru 2019 Chevy Tahoe's

Bidder: Lake Country Chevrolet, Seth Gamblin 512-436-1313

sgamblin.silsbeefleet@gmail.com

Via TIPS USA Cooperative Contract# 210907.

Item: **12** – Chevrolet Tahoe Pursuit Rated Vehicles with **Police Patrol** Emergency Lighting/Equipment Package
1 – Chevrolet Tahoe Pursuit Rated Vehicle with **Police Supervisor** Emergency Lighting/Equipment Package

See attached Cooperative quotes:

“CHEVY TAHOE PPV” with Defender **Patrol Upfit #34739** @ \$794,724.00.

“CHEVY TAHOE PPV” with Defender **Supervisor Upfit #34740** @ \$65,781.50

Total Cost of Vehicles, Equipment & Installation:

\$860,505.50

It is Fleet Services recommendation to award the bid to **Lake Country Chevrolet** in the amount of **\$860,505.50** utilizing the **TIPS USA Cooperative Contract #210907**.

Fleet Services Manager

10/20/2022

Date

TIPS USA 210907 AUTOMOBILES

L.	Total Purchase Price	\$ 794,724.00
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PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: DEFENDER SUPPLY BAILMENT POOL

Phone: 512.436.1313

Email:

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: CHEVY TAHOE PPV - SUPERVISOR

Date: October 18, 2022

A. Bid Item: _____

A. Base Price: \$ 36,524.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CC10706	91C 2023 TAHOE PPV 2WD	\$ 2,995.00			
L84	5.3L V8 W/AUTOMATIC	\$ -	5T5	VINYL BACK SEAT	\$ -
MQC	10 SPEED TRANS	\$ -			
V76	HOOKS RECOVERY	\$ 50.00		REAR PARK ASSIST / REAR CAMERA	
				WHEELS 20"X9" STEEL	
				ASSIST STEPS	
Total of B. Published Options:					\$ 3,045.00

Published Option Discount (5%) \$ (152.25)

C. \$= 65.6 %

Description	Bid Price	Options	Bid Price
DEFENDER SUPPLY 34740	\$ 25,941.50	EXTERIOR - BLACK	
		INTERIOR - JET BLACK CLOTH H1T	
Total of C. Unpublished Options:			\$ 25,941.50

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ 250.00

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 99 miles \$ 173.25

H. Subtotal: \$ 65,781.50

I. Quantity Ordered 1 **x H =** \$ 65,781.50

J. Trade in: \$ -

K. _____

L. Total Purchase Price \$ 65,781.50

VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 10/18/2022
 Suggested Vendor: Lake Country Chevrolet
 Contact (if known): Seth Gamblin
 Address (if available): _____
 Phone/Fax: _____



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: Police Department

G/L Account # (if Decision Package)	\$ Amount Approved	Qty.	Unit Description (Specifications)	Estimated Unit Price	Amount
565-450-84500-6130	\$ 41,000	13	2023 Chevrolet Tahoe	\$ 39,840	\$ 517,920
565-450-84500-6130	\$ 27,000	12	Patrol Lighting & Equipment Upfit (Cost Per Unit \$66,227.00)	\$ 26,387	\$ 316,644
565-450-84500-6130	\$ 28,000	1	Sup. Lighting & Equipment Upfit (Cost Per Unit \$65,781.50)	\$ 25,942	\$ 25,942
565-450-84500-6130		13	Ballistic Shields (sourced by department)	\$ 2,000	\$ 26,000
		13	Axon cabling	\$100	\$ 1,300
Total Approved	\$ 885,000				-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 887,806

Name/Phone Ext.: Darren Branch / #6587
 Approved By: _____
 Unit #(s) to be replaced 43500-43,51, 52,
 or specify NEW Unit: 53,57,58,65,66,69,
70,71,72,74
 Spec Name: _____

APPROVALS:

Fleet Manager: Bill Sterner

Bid/Solicitation #: _____

Co-Op/Contract #: TIPS USA 210907

Note: Requisition 'Unit Description' **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.

**DEFENDER SUPPLY™**845 FM 407 W
Argyle, TX 76226

Page 171 of 285

Date	10/5/2022
Estimate #	34739
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location
Units 43500-43, 51, 53, 57, 58, 65, 66, 69, 70, 71, 72, 74	
Window Tint - For Two Front Windows Madico Onyx 55%	
Defender Supply TAHOE Driver Side Spot Light with LED Bulb. Includes Installation.	
2 Year Texas State Inspection Certificate	
Disable Rear Door Window Switches, Door Locks and Door Handles - Tahoe	
Troy 2021 Tahoe 18" Standard Console, 10" slope, 8" level	
Faceplates:	
Cencom	
Motorola APX6500 Radio - 2 Piece	
Troy Products Internal Console Mounted Beverage Holder w/Rubber Fingers	
Troy Console mounted height adjustable arm rest.	
Accessory Pocket (3' faceplate, 2' deep)	
Troy Computer Mount, Side Clevis	
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Basic Port Replication)	
Pro-Gard Center Sliding Poly Window for 2021+ Tahoe	
ProGard Cargo Barrier with Metal Mesh insert & Rear Grey ABS Plastic Prisoner Seat with Outboard Seat Belt System for Officer Protection for the 2021+ Chevrolet Tahoe 9C1 & SSV	
Pair, Black ABS, Rear Door Panels (for use with WB57T21 & WBP57T21 only)	
Pair, Steel Window Bars (for use with DP57T21 ABS Rear Door Panels only)	

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Signature

**DEFENDER SUPPLY™**

845 FM 407 W
Argyle, TX 76226

Page 172 of 285

Date	10/5/2022
Estimate #	34739
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location
Setina Dual T-Rail Weapon System with handcuff key	
Setina T-Rail Universal Lock, EoTech Bracket	
Whelen 54' Legacy WeCanX Light Bar with Super Bright Clear Take Downs and Alley Lights with Red/White/Blue/White Front Light Configuration & Red/Amber/Blue/Amber Rear Configuration	
Whelen Light Bar Strap Kit for the 2019+ Silverado 1500 & 2021+ Chevrolet Tahoe 9C1 & SSV	
Whelen Cencom Core Amp Control Module	
Whelen WeCanX Console Mount 21 Button/Slide Control Head	
2021 Chevy Tahoe and Suburban Installation Kit for C399	
Whelen WeCanX Core 8 Expansion Module	
Whelen Vehicle-to-Vehicle Sync Module	
Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker	
Whelen Behind the Grill Siren (Driver & Passenger Side) Speaker Bracket - 2021+ Chevrolet Tahoe 9C1 & SSV	
WeCanX External Amp for Core	
Whelen Speaker, Black Plastic	
Whelen Behind the Grill Siren (Driver & Passenger Side) Speaker Bracket - 2021+ Chevrolet Tahoe 9C1 & SSV	
Whelen Surface Mount ION Trio Light Head in Red/Blue/White	Running Boards
Whelen Trio Color Linear ION Red/Blue/White	
4 Push Bumper Front Facing	
2 Each Quarter Glass	
2 Hitch Area/Rear License Plate	
Whelen Strip-Lite Plus Surface Mount Super-LED Series DUO, Red/Blue	Rear Qtr Glass

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Signature

**DEFENDER SUPPLY™**

845 FM 407 W
Argyle, TX 76226

Page 173 of 285

Date	10/5/2022
Estimate #	34739
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location
Defender Intersector 180 Degree Output LED Tricolor - Red/Blue/White Under Mirror Mounted Light for Critical Intersection & Side Warning Purposes	Sideview Mirrors
Whelen Rear Pillar, Duo WeCan	
Whelen WeCanX Low Frequency Howler Siren System Howler for Core programmed to run 60 seconds Howler Mounting & Bracketry Assembly System for 2021+ Chevrolet Tahoe 9C1 & SSV	
Whelen LED Flush Mount Compartment Light in Red & White	
2-Prisoner 2-Hatch 1-Cargo	
Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens	Front Cabin
Go Rhino LR Series Steel Push Bumper for 2021+ Chevrolet Tahoe 9C1 & SSV. Bumper has the ability to mount (4) Forward Firing Whelen IONs in the Top Tube Channel, and includes (2) Horizontal ION Brackets for Side Mounted Lights	
20602 Streamlight SL-20L	
Power Cord for DS-DELL-410 Series and DS-DELL-600 Series Docking Stations with Internal Power Supplies only.	
Stalker DSR 2X - 'Ka' Band - Front & Rear Antenna Moving Radar Unit with Remote.	
Applied Concepts, Stalker, 24 Month Extended Warranty	
Stalker Radar display and front antenna bracket for 2021+ Tahoes (Ka and K band)	
Federal Signal External Use LED Opticom Emitter Designed for Public Service Use (Square One) Southern Star bracketry for mounting 795 Opticom (square) to Whelen light bar	
Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT AFM 835 700-800 whip Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable	
Jotto Desk Magnetic Console Mic Clip Havis - Console Mount Mic Clip Bracket	

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Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Page 174 of 285

Date	10/5/2022
Estimate #	34739
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location
12-volt vehicular power cable for Cradlepoint	
CABLES for RADIO	
HAF4013A Motorola Antenna (762-870 mHz)	
Main radio power cable	
Power cable plus speaker outs for Motorola XTL 5000	
Motorola 13-Watt Police Radio Speaker with Mounting Bracket	
Motorola Two-Piece Radio Remote Cable	
3/4", Thru-hole Mounts, 17' solid core coax cable	
Motorola 13W weatherproof / waterproof external speaker	
Defender Supply Electronic Equipment mounting system with Protection Cover - Mounts to cargo partition in the Rear Cargo Area to Install and Protect Electronic Equipment and Power Distribution for Cleanliness and Easy Maintenance Access.	
Professional Design & Installation of Graphics for Customer's Department by Defender Supply - Graffix Shoppe	
Professional Installation of Graphics by Defender Supply - Doug	
RED Rocker Switches for Cargo Domes	
Customer Wiring Harness per FMPD Specs	
CP-GB203212-TL Troy 20" W x 32"L x 12" H w/1 draw-latch handle	
AC-21TH-CPMNT 2021+ Tahoe cargo mount, 5-piece system	
Brazos P1063406-031 / Zebra, ZQ520, Vehicle Charger, cig adapter	
Installation of Customer Supplied Items:	
Cradle Point	
APX6500 Radio	
Axon Fleet 2 Video System	
Installation of Above Emergency Equipment	

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Signature



845 FM 407 W
Argyle, TX 76226

Date	10/5/2022
Estimate #	34739
Estimate By	Mike mike@defendersupply.com 903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Description	Location
Shipping of Above Emergency Parts for Upfit	
Misc. Shop Supplies	
Texas Government or Municipality - No Sales Tax	

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Signature



845 FM 407 W
Argyle, TX 76226

Page 176 of 285

Date	10/5/2022
Estimate #	34740
Estimate By	Mike mike@defendersupply.com 903-771-1089



Bill To	Customer Contact	
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028	Customer Phone	972-874-6037 AP
	Customer E-mail	accountspayable@flower-mound....

Description	Location
Unit 43500-52 Supervisor Tahoe	
Window Tint - For Two Front Windows Madico Onyx 55%	
Defender Supply TAHOE Driver Side Spot Light with LED Bulb. Includes Installation.	
Equivalent to GM Option Code 6N6 - REAR DOOR LOCKS AND HANDLES INOPERATIVE - Rear power locks are inoperable at rear door but operate from drivers position, rear doors can be opened only from outside the vehicle.	
Equivalent to GM Option Code 6N5 - REAR DOOR WINDOW SWITCHES INOPERATIVE - Rear windows only operate from drivers position.	
Equivalent to GM Option Code 6C7 - LIGHTING - Red and white LED front auxiliary dome is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp. • One 6" round switched Red/White dome light Note: Includes installation.	

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Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Page 177 of 285

Date	10/5/2022
Estimate #	34740
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Description	Location
Defender Supply TAHOE Unmarked Slicktop Base Package - Full Function Dual Color LED Low Profile Visor Light Bar with Full Across Take Down, Progressing Flash Patterns with Slide Switch, Cruise, Low Power (R/W, B/W). - Core Controller, SYNC Module, Output Expansion Module, 100 Watt Speaker and Bracket. Wired and Programmed to Defender Supply Standard. - 4 Tri Color Super LED Light Heads (R/B/W) Mounted in Grill. Take Down, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 2 Tri Color Super LED Light Heads (R/B/W) Mounted in Rear Side Windows. Alley, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 2 Tri Color Super LED Light Heads (R/B/W) Mounted on Rear License Plate Bracket. Reverse / Brake Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 2 Hatch Dome Lights. - TROY Contoured Police Console With Dual Cup Holder, Arm Rest and 2 Magnetic Mic Clips, Ticket Book Holder - Defender Supply Wiring Harnesses and Power Distribution Block. - Includes Installation.	
Defender Supply Computer Mount; Console. Includes Installation.	
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Basic Port Replication)	
Defender Supply TAHOE Free Standing Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.	

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DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Page 178 of 285

Date	10/5/2022
Estimate #	34740
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location
Defender Supply TAHOE Traffic Advisor Package	
- 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted on Rear Hatch Behind Glass with Vehicle Specific Shroud and Brackets. ...	
- 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Includes Installation.	
Defender Supply Low Frequency Siren Package. Includes Amp, 2 Subwoofer Speakers, Brackets. Includes Installation.	
Whelen Strip-Lite Plus Surface Mount Super-LED Series DUO, Red/Blue	Rear Side Glass
Whelen ION T-Series Linear Super-LED DUO Color Surface Mount in Red/Blue Split Heads	
MINI ION T-SERIES LT RED/BLUE	
Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (1x R/W, 1x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation.	
TCRWX5 Whelen Tracer WeCanX Red, Blue, White	
Whelen Tracer Bracket, 2021 Tahoe, Running Board Mounting Kit	
Whelen LED Flush Mount Compartment Light in Red & White	
Streamlight Charger Sleeve Assembly (SL-20X, SL-20X-LED, SL-20XP-LED) (Cord not included)	
Streamlight Power Cord for Mobile Charger Sleeve	
Power Cord for DS-DELL-410 Series and DS-DELL-600 Series Docking Stations with Internal Power Supplies only.	
Stalker 8 ft. Antenna Cable	
20' cable for Stalker DSR-2X rear radar antenna	
VSS Cable Kit W/Serial Port--Caprice, Charger, Durango, F-150, Interceptor-Sedan, Interceptor-SUV	
Stalker Remote Display Interconnect Cable	

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Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Page 179 of 285

Date	10/5/2022
Estimate #	34740
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location
Stalker rear antenna bracket for 2021 Tahoes (Ka and K band) VSS Divider/1 Module, Tahoe	
Federal Signal 794-AH Cable	
Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT AFM 835 700-800 whip Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable	
12-volt vehicular power cable for Cradlepoint	
CABLES for RADIO HAF4013A Motorola Antenna (762-870 mHz) Main radio power cable Power cable plus speaker outs for Motorola XTL 5000 Motorola 13-Watt Police Radio Speaker with Mounting Bracket Motorola Two-Piece Radio Remote Cable 3/4', Thru-hole Mounts, 17' solid core coax cable	
Motorola 13W weatherproof / waterproof external speaker	
Watch Guard Cables	
Defender Supply Electronic Equipment mounting system with Protection Cover - Mounts to cargo partition in the Rear Cargo Area to Install and Protect Electronic Equipment and Power Distribution for Cleanliness and Easy Maintenance Access.	
Professional Design & Installation of Graphics for Customer's Department by Defender Supply - Graffix Shoppe Professional Installation of Graphics by Defender Supply - Doug	
RED Rocker Switches for Cargo Domes	

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Signature



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Page 180 of 285

Date	10/5/2022
Estimate #	34740
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Description	Location
Z-CUSTOM Custom Vault	
Drone Responder 7	
1 Drawer	
Radio Panel 1x HDMI, x2 USB, x1 12v, 2x 120v	
Monitor Cubby - Prewired and Includes Mount TV40-011H	
TV NOT Included	
1000 Watt Inverter Included	
Heavy Duty Table w/Hinged White Board	
Vehicle Year: 2022 Tahoe	
3rd Row Seat: Removed/None	
Prisoner Cage: No	
Exterior Carpet: Black	
Interior Carpet: Grey	
Drawer Fronts: Black Composite	
Locks: Push Button w/Key Override A Drawer	
Black T-Handle B Drawer	
2 Carpeted Long Dividers B Drawer	
2 Carpeted Short Dividers B Drawer	
Xantrex PROwatt SW 1000 12v 1000 Watt True Sine Wave Power Inverter	
Xantrex PROwatt Remote Panel	
Samsung UA40NU7100 40" Smart WiFi UHD 4K Pal Secam NTSC Multisystem 110 220 v 240 volts 50 60 hz LED TV (for Cabinet).	
15 ft HDMI Cable	
Zebra ZQ520 Printer Charge Cable (hardwire)	
Installation of Customer Supplied Items:	
Cradle Point	
APX6500 Radio	
Opticom	
4RE Video System	
Stalker Radar	

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Signature



Page 181 of 285

Date	10/5/2022
Estimate #	34740
Estimate By	Mike mike@defendersupply.com 903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

	Description	Location
	Installation of Above Emergency Equipment not included in Groups Texas Government or Municipality - No Sales Tax	

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

Signature



TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: November 7, 2022

FROM: Chuck Jennings, Director of Parks and Recreation Services

ITEM: Consider approval of the purchase of two (2) 2023 Chevrolet Silverado double cab trucks per Town of Flower Mound specifications and quote from Lake Country Chevrolet for \$78,056.90.

BACKGROUND INFORMATION: The Park Services Division of the Parks and Recreation Department is requesting the purchase of (2) 2023 Chevrolet Silverado's double cab trucks per Town of Flower Mound specifications in the amount of \$78,056.90 from Lake Country Chevrolet utilizing the TIPS USA Cooperative Contract #210907. One of the vehicles is part of the approved Fiscal Year 2022-2023 Vehicle Equipment Replacement Fund (VERF) budget and replaces until #33000-33. The second vehicle is a new unit and was approved through a decision package in the Fiscal Year 2022-2023 budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$78,056.90

Proposed Expenditure/(Revenue):	Account Number(s):
\$39,028.45	100-630-33000-6130
\$39,028.45	565-450-84500-6130 - VERF

Finance Review by: Tammy Wilson, Chief Financial Officer *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Attach 1 Bid Award Recommendations
2. Attach 2 Quote

DRAFT MOTION: Move to approve as presented in the agenda caption.



Bid Award Recommendation

Date: 10/20/2022 – VERF & Decision Pkg. FY2023

Description: **Half-Ton Pick-Up With Toolbox, Headache Rack, Bedliner**

Qty.: 2

Replaces: 33000-33, a 2016 Chevrolet Silverado 1500 and 1 NEW Fleet Addition

Bidder: Lake Country Chevrolet, Seth Gamblin 512-436-1313
sgamblin.silsbeefleet@gmail.com
Via TIPS USA Cooperative Contract# 210907.

Item: 2 – White Chevrolet Silverado 1500 Half Ton Pick-Up, Double Cab, Equipped as per Attached TIPS USA Cooperative Quote “CHEVROLET SILVERADO 1500”

Total Cost of Vehicles, Equipment & Installation:

\$78,056.90

It is Fleet Services recommendation to award the bid to **Lake Country Chevrolet** in the amount of **\$78,056.90** utilizing the **TIPS USA Cooperative Contract #210907**.

Fleet Services Manager

10/20/2022

Date



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: CHEVROLET SILVERADO 1500

Date: October 20, 2022

A. Bid Item: Parks

A. Base Price: \$ **25,919.20**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CC10753	2023 SILVERADO DOUBLE CAB WT	\$ 5,995.00	JL1	TRAILER BRAKE CONTROLLER	\$ 275.00
L84	5.3L V8	\$ 1,795.00			
G80	AUTO LOCKING REAR DIFFERENTIAL	\$ 395.00			
ZLQ	WT FLEET CONVEIENCE PACKAGE	\$ 370.00			
	KEYLESS, CRUISE, POWER LOCK			KEYS (TOAL OF 3 KEYS 2 FOBS	\$ 100.00
Z82	TRAILERING PACKAGE	\$ 395.00			
Total of B. Published Options:					\$ 9,325.00

Published Option Discount (5%) \$ **(166.50)**

C. Unpublished Options

\$= 9.4 %

Description	Bid Price	Options	Bid Price
FRONT WINDOW TINT MAX LEGAL	\$ 210.00	EXTERIOR- WHITE	
FRONT FLOOR MATS	\$ 175.00	INTERIOR - HG2 JET BLACK	
BED LINER	\$ 499.00		
SILSBEE INSTALL	\$ 2,423.00		
RK1 HEADACHE RACK- WHITE	INC	1st quarter 2023 eta	
RK1 LOW-PROFILE TOOLBOX-WHITE	INC		
Total of C. Unpublished Options:			\$ 3,307.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ **250.00**

E. Lot Insurance (for in-stock and/or equipped vehicles):

F. Contract Price Adjustment:

G. Additional Delivery Charge: 225 miles

\$ **393.75**

H. Subtotal:

\$ **39,028.45**

I. Quantity Ordered 2 x H =

\$ **78,056.90**

J. Trade in:

\$ **-**

K.

L. Total Purchase Price

\$ **78,056.90**

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 10/5/2022
 Suggested Vendor: Lake Country Chevrolet
 Contact (if known): _____
 Address (if available): _____
 Phone/Fax: _____



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: Park & Rec

G/L Account # (if Decision Package)	\$ Amount Approved	Qty.	Unit Description (Specifications)	Estimated Unit Price	Amount
630-33000-6130	\$ 43,165	1	Vehicle for Heritage Park & Canyon Falls Park - Decision Pkg.	\$ 39,028	\$ 39,028
565-450-84500-6130	\$ 44,000	1	2023 Chevrolet Silverado Double Cab - VERF	\$ 39,028	\$ 39,028
					-
					-
Total	\$ 87,165				-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 78,057

Name/Phone Ext.: Clayton Litton 6421
 Approved By: 
 Unit #(s) to be replaced
 or specify NEW Unit: New Unit & 33000-33
 Spec Name: _____

APPROVALS:

Fleet Manager: Bill Sterner

Bid/Solicitation #: _____

Co-Op/Contract #: TIPS USA Cooperative 210907

Note: Requisition 'Unit Description' **must** match unit approved through the budget process. Any exceptions **must** accompany a detailed justification and ATM/CFO signature approval.

Jade Olson

From: Julie Taylor (Fleet)
Sent: Friday, October 21, 2022 10:19 AM
To: Jade Olson
Cc: Sabrina Zadow; Marquita Shamlin; Clayton Litton; Billy Sterner
Subject: Lake Country Chevrolet - (2) 2023 Chevrolet Silverado 1500 Double Cab - Parks
(Replaces Unit 33000-33 & NEW Addition)
Attachments: Fleet Req.pdf; Quote.pdf; Bid Award Recommendation.pdf

FY22-23 VERF

Department Code: 450-84500 Vehicle & Equipment Replacements

Account Code: 565-450-84500-6130 -- VERF/Vehicle Replacement

Account Code: 100-630-33000-6130 - Decision Package/Vehicle Addition

Attached is a copy of the Fleet Requisition, Quote and Bid Award Recommendation to purchase (2) 2023 Chevrolet Silverado 1500 Double Cab for a grand total of \$78,056.90 (\$39, 028.45 each) utilizing the TIPS USA Contract # 210907.

*Attached are the documents needed to create a Purchase Requisition and an Agenda Item. The Purchase Requisition can go ahead and be created and put on hold and then once the Agenda Item is approved by Council a copy of it will need to be added to the Purchase Requisition and taken off hold. Once done Purchasing will review for approval and place the order.

23167
39028.45 / 2
11/7

Thank You,

Julie Taylor, CAFS
Fleet Services Supervisor
Town of Flower Mound
972.874.6434
julie.lowery@flower-mound.com





TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: November 7, 2022

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider an ordinance amending the Master Plan (MPA22-0001 – Cross Timbers Conservation Development District Update) by amending Section 1 “Land Use Plan,” Section 2 “Area Plan,” and Section 4 “Urban Design Plan,” for the purpose of updating conservation expectations and vision within the Cross Timbers Conservation Development District. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 10, 2022, meeting. The Town Council postponed this item to a date certain by a vote of 4 to 0 at its October 17, 2022, meeting.*)**

SUMMARY DATA: This Town-initiated item proposes to amend various sections contained within the Town’s Master Plan by updating and introducing language related to the Cross Timbers Conservation Development District.

BACKGROUND INFORMATION: Below is the link for the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

1. Draft Ordinance
 - a. Exhibit A. Land Use Plan
 - b. Exhibit B. Area Plans
 - c. Exhibit C. Urban Design Plan
 - d. Exhibit D. Land Use Map
2. [Planning and Zoning Commission Staff Report Link](#)

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

DRAFT MOTION: Move to approve as presented in the agenda caption.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, BY REPLACING AND REPLACING SECTIONS 1.0, "LAND USE PLAN;" 2.0, "AREA PLANS;" AND 4.0, "URBAN DESIGN PLAN;" PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, on March 19, 2001, the Town Council of the Town of Flower Mound adopted the Flower Mound 2001 Master Plan (the "Master Plan"), which consisted of nineteen component plans, including the Land Use Plan, Area Plans, and Urban Design Plan; and,

WHEREAS, the Master Plan establishes and articulates a community-based vision to: preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community, mitigate the ill effects of rapid and intense urbanization, create a balanced tax base to ensure the Town's long-term economic health and prosperity, and ensure all development is of enduring and exemplary quality; and,

WHEREAS, the Town Council directed the Town to review standards and recommendations for the Cross Timbers Conservation Development District and seek input from the public ("CTCDD 2022"); and,

WHEREAS, the Town Council finds and determines that it is necessary to amend various elements of the Master Plan related to conservation development after reviewing findings from the CTCDD 2022 update effort; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on October 10, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on October 17, 2022, with respect to the amendments described herein; and,

WHEREAS, upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearings, the Town Council of the Town of Flower Mound, Texas, has determined that it is in the best interest of the citizens of the Town of Flower Mound that the Master Plan be amended to remove and replace Sections 1.0, "Land Use Plan;" 2.0, "Area Plans;" and 4.0, "Urban Design Plan," and to adopt updates to these components of the Master Plan;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 1.0, "Land Use Plan," of the Master Plan, is hereby amended by repealing and replacing the existing Section 1.0, "Land Use Plan," with a new Section 1.0, "Land Use Plan," to read as set forth in Exhibit A attached hereto.

SECTION 3

From and after the effective date of this Ordinance, Section 2.0, "Area Plan," of the Master Plan, is hereby amended by repealing and replacing the existing Section 2.0, "Area Plans," with a new Section 2.0, "Area Plan," to read as set forth in Exhibit B attached hereto.

SECTION 4

From and after the effective date of this Ordinance, Section 4.0, "Urban Design Plan," of the Master Plan, is hereby amended by repealing and replacing the existing Section 4.0, "Urban Design Plan," with a new Section 4.0, "Urban Design Plan," to read as set forth in Exhibit C attached hereto.

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Flower Mound, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6

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

phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 7TH DAY OF NOVEMBER, 2022.

APPROVED:

Derek France, **MAYOR**

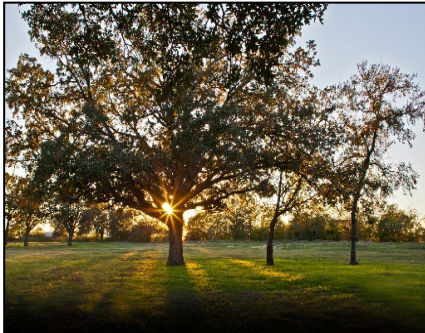
ATTEST:

Theresa Scott, **TOWN SECRETARY**

Vision Statement for the Town of Flower Mound Master Plan

The Town of Flower Mound Master Plan furthers the established community based vision to:

- Preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community;
- Mitigate the ill effects of rapid and intense urbanization
- Create a balanced tax base to ensure the Town's long-term economic health and prosperity; and
- Ensure all development is of enduring and exemplary quality and design.



....Preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community



....Mitigate the ill effects of rapid and intense urbanization



....Create a balanced tax base
....Ensure all development is of enduring and exemplary quality

Purpose and Benefit of Six (6) Major Planning Areas

Lakeside Business District

The Lakeside Business District emphasizes high quality, regional commercial development enabling Flower Mound to effectively compete in the economic development arena and develop a balanced tax base which will lower the tax burden on homeowners.

Long Prairie District

Due to rapid and intense urbanization between 1990 and 2000, the Long Prairie District is approximately 90% developed or committed for existing and future development. Emphasizing quality of life issues, this plan preserves remaining natural landscapes and promotes natural greenways, trails and linear park systems to mitigate the ill effects of rapid and intense urbanization. Remnants of the Cross Timbers in this area that have been compromised remain in the Cross Timbers Protection Area.

Provision adopted by Ordinance No. 01-16 and moved to 1.0 Land Use Plan by Ordinance No. 73-16:

Access from the Seller's remaining property and all those with ingress/egress easements over Bob White Lane will continue over Bob White Lane to FM 2499 in its current location since the spine road within SPA 2 was not designated or dedicated as a public street.

- "Seller's remaining property" shall mean: the property described as Tract II in deed to Janvier Gentry Scott, recorded in Document Number 2013-60264 of the Real Property Records of Denton County, Texas, unencumbered by easements held by the Town of Flower Mound on said described property.

Cross Timbers Protection Area

The Cross Timbers Protection Area consists of those areas within the Long Prairie District where remnants of the Cross Timbers exist, but have been compromised due to the encroachment of rapid and intense urbanization. Development within the protection area may occur according to existing land use categories and densities; however, additional development standards will be enacted to preserve the remnants and the remaining Cross Timbers environmental character.

Cross Timbers Conservation Development District & Prairie Vista District

The Cross Timbers Conservation District and Prairie Vista District preserve the integrity of the largely intact Cross Timbers ecological area in central Flower Mound, which provides the Town with its unique country atmosphere and natural environment, while allowing environmentally sensitive development to occur. There are a total of two (2) area plans in these districts establishing appropriate land uses and relationships between land uses in these districts.

Denton Creek District

The Denton Creek District emphasizes high quality, regional commercial and industrial development, as well as mixed office, retail and residential uses. This recently annexed land offers a significant opportunity to ensure the Town's long-term economic health and prosperity.

Land Use Category Definitions

Primarily Residential Land Use Categories:

Rural Density

Residential development, typically being single family detached residential development with minimum 2-acre lots (87,120 square feet) or greater.

Estate Density

Residential development, typically being single family detached residential development with minimum 1-acre lots (43,560 square feet) or greater.

Low Density

Residential development, typically being single family detached residential development with minimum 15,000 square foot lots (nominally 1/3 acre) or greater.

Medium Density

Residential development, typically being single family detached residential development with minimum 10,000 square foot lots (nominally 1/4 acre) or greater.

Medium High Density

Residential development, typically being single family detached residential development with minimum 7,500 square foot lots or greater.

High Density Single Family Detached

Residential development, typically being single family detached residential development with minimum 3,000 square foot lots or greater.

High Density

Residential development with 5 dwelling units per net acre or greater. Included in this category are duplexes, townhouses and garden apartments.

Primarily Commercial Land Use Categories

Retail

Neighborhood or Community oriented commercial area with a variety of uses ranging from restaurants and beauty salons to supermarkets and drug stores. Small professional offices, such as title companies, doctors and dentists, legal, real estate, etc. could be included in this land use category.

Office

Office and service uses ranging from garden office developments for small professional practices to larger, multi-story facilities for large tenants. This category would not typically include retail uses, except for incidental service or convenience retail for the office building tenants. In larger office districts, restaurants are encouraged within walking distance of the office buildings.

Commercial/Industrial

A variety of office, retail, repair/service and light industrial uses.

Mixed use

A variety of commercial, office, retail, civic, institutional and residential uses within pedestrian oriented, vertical and horizontal mixed use environments. These uses may be combined within a single district, site, or building in the mixed use area. Components of a mixed use development include specialized street standards, open space, parks and plazas and enhanced architectural standards. Mixed use developments are intended to accommodate physical development patterns characteristic of those found in historic American downtown areas while taking into consideration contemporary building and development techniques. Key development concepts include: (i) horizontal and vertical mix of uses throughout the development, (ii) unifying landscape elements, (iii) integrated street networks shared by vehicles, cyclists and pedestrians, (iv) responsible environmental stewardship, (v) connectivity to existing Town transportation networks and surrounding neighborhoods, (vi) walkability within the development, and (vii) interconnected public spaces (parks, open space, water features).

Primarily Governmental and Institutional Land Uses

Institutional

Town, County, State and other government uses, such as offices, courts, police stations, jails, libraries and fire stations; churches, synagogues and other institutional uses such as the YMCA, fraternal organizations, boys and girls clubs, and similar not-for-profit uses and public or private schools and day care centers. Institutional uses are appropriate within areas designated for residential land uses, with special site design consideration to minimize impacts on the surrounding neighborhoods.

Utility

Sewage treatment plants, water towers, telephone switching stations and other facilities necessary to provide utility services.

Primarily Park and Open Space Land Uses

Park

Mini, Neighborhood, Community or Regional parks, including both active and passive recreation areas and some open space, such as The Flower Mound. This can include both publicly and privately owned park, open space and recreation areas. Park and open space uses are appropriate in all residential land use categories. The Land Use Plan indicates only parks existing and in the development process at the time of adoption of the plan. Further development of parks and trails is intended to occur in conjunction with the update of the Parks and Trails Plan.

Flood Plain

Flood plain outside of the Corps of Engineer property, as defined by the Federal Emergency Management Agency (FEMA) flood plain maps.

Corps of Engineers

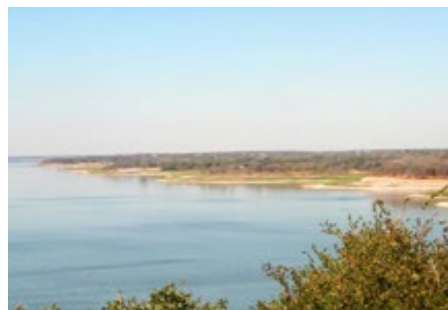
Public land set aside for flood control on Grapevine Lake. When this land is not flooded, it may be used for parks and open space.

Grapevine Lake

The normal pool elevation of Grapevine Lake, much of which is within the Flower Mound Town Limits, is indicated.



Flower Mound Public Library



Grapevine Lake

Mixed Use Land Use



The Mixed Use land use category is intended to allow for the flexibility and creativity in the development of pedestrian oriented, vertical and horizontal mixed use environments. The standards and criteria established under this land use category constitute general guidelines for the staff, Planning & Zoning Commission, and Town Council to evaluate comprehensive development proposals for specific properties within the Town of Flower Mound.

This land use category is applied to both greenfield and in-fill properties within the Town. Greenfield properties are larger, undeveloped properties that may have access to a major transportation infrastructure, but may not have access to any other infrastructure. They are generally located away from the core of the town and adjacent to other undeveloped parcels. Greenfield properties are generally larger (greater than 20 acres) than in-fill sites. These properties may have significant environmental characteristics that need development flexibility in order to balance environmental protection and market feasibility.

In-fill properties are those that are vacant with access to most urban infrastructure and adjacent to existing development. They may be adjacent to both commercial land uses or arterial roadways and lower intensity residential uses and may be properties that are difficult to develop under current policies. These properties share unique characteristics in that they have commercial potential due to adjacency to a major arterial or existing commercial uses, but need to address compatibility and transition issues with adjacent established neighborhoods. These properties may also share site specific environmental characteristics that need development flexibility in order to balance environmental protection and market feasibility. In-fill properties are generally between 5 and 20 acres in size.

The Mixed Use land use category is intended to allow for creative development and flexible opportunities with a mix of development types (retail, office, hospitality, and residential) on properties that generally demonstrate the above listed criteria.

Overall Character & Design: Development in the Mixed Use land use category should generally meet the Town's vision for mixed use:

- Establish a high level of development standards to create development of exemplary and enduring quality, and design.
- Emphasize vehicular and pedestrian connectivity to adjacent opportunities that balances neighborhood integrity, market demand for development and regional access.
- Use of both vertical and horizontal design that facilitates flexibility.
- Creation of a variety of connected community gathering places and entertainment opportunities of differing scales and character to make walking easy from one place to another.
- Design of streets, squares, plazas, parks, opens spaces and other civic spaces that facilitate easy walking both inside the development and to adjoining uses where appropriate.
- Emphasis on building form, mix of uses, and site design that can accommodate changing market conditions while creating a high quality of life.
- Include a range of residential options that reflect changing lifestyles while balancing market demand and community preferences.
- Provide appropriate transitions to protect any existing adjacent neighborhoods and to promote sustainable value.
- Leverage any significant environmental features on the site and treat them as "features" and not constraints.

In order to appropriately address scale, compatibility, and character; each master planned development in the Mixed Use land use category should generally be composed of at least two (2) of the following “character and intensity” zones:

- Mixed Use Core – is generally intended to be the area of highest intensity of land uses and buildings within the overall Mixed Use development.
- Mixed Use Neighborhood – is generally intended to be the area with the highest concentration of a range of residential uses. Non residential uses such as retail and office uses may be appropriately located within the neighborhood.
- Mixed Use Transition – is generally intended to be the area that forms the transition between the Mixed Use Core or Neighborhood to adjoining conditions. Based on site-specific adjacency conditions, a Mixed Use Transition zone may include:

Mixed Use Transition Zones:

- Neighborhood Transition zone –the area between an existing residential neighborhood and a Mixed Use core or Neighborhood. The neighborhood transition zone shall include residential uses that are of compatible scale and density to the immediately adjacent existing neighborhoods.
- Major Roadway Transition zone – the area between the Mixed Use Core or Neighborhood and a major roadway corridor. A major roadway corridor is either an arterial roadway or state highway. This transition area may be an appropriate location for more automobile oriented commercial uses due to the adjacency and access along the roadway while transitioning to a pedestrian-oriented development towards the interior of the site.
- Environmental Transition zone – the area between the Mixed Use Core or Neighborhood and a major environmental feature. The environmental feature may be a creek, water body, significant grades, or tree stands. In particular, the environmental transition zone should consider appropriate buffers and edge conditions to the specific environmental resource in order to maximize its value to the overall mixed use development as a focal point.

Scale & Context: The scale of uses within a Mixed Use development should be compatible and consistent with that of the existing commercial/residential development. Appropriate buffering with respect to height and intensity of use is required if this use abuts existing residential uses.



Based on the specific location and scale of the proposed Mixed Use development, the following table shall be a guide to building heights within the component zones and transitions to adjoining neighborhoods. The lower end of the range should be considered as an appropriate transition to existing residential uses where the mixed use zone abuts it.



Land Use Mix: The percentages in the table below for the land use mix in the Mixed Use land use category are intended only to be guidelines, and greater flexibility may be appropriate under site specific conditions.



Component Zone	Compatibility Criteria (Height in number of stories)
Mixed Use Core	2 – 5 stories*
Mixed Use Neighborhood	2 – 4 stories
Mixed Use Transition	
Neighborhood	2 – 3 stories
Major Roadway	1 – 3 stories
Environmental	2 – 5 stories*

**Height allowances greater than 5 stories may be considered based upon several factors including pedestrian amenities, streetscape, public and private open space provision, protection of significant environmental features, and the specific design of mid-rise buildings.*



Land Use	Percentage of the Acreage	Flexibility Factor
Non-residential uses**	45%	±25%
Public uses	5%	±5%
Residential uses ^β	45%	±25%
Civic/Open Space (public and private)	5%	+10%
Total	100%	

***Non-residential uses shall include retail, office, hospitality, entertainment, etc.*

^βResidential uses above commercial uses shall not be included in the calculation of percentage of residential uses in the overall development.

Area Plan Districts

Appropriate land uses and relationships between land uses in these districts are described in Area Plans, which provide a greater degree of detail and specificity than land uses in other parts of Flower Mound. These districts are:

Lakeside Business District

Large scale commercial and/or light industrial developments such as corporate offices, office parks, industrial parks, clean manufacturing, hotels, commercial, similar uses, and may include limited residential development. The intent is to create a vibrant area that encourages dynamic economic development focused around live, work, and play opportunities. A mixture of uses is important as well as its design details, amenity quality, and the use of natural areas and open spaces to provide a unique quality of life and sense of place.

Cross Timbers Conservation Development District

Predominantly residential development, typically being single family residential. This district contains the remaining portion of the Cross Timbers ecosystem. Because of this character, conservation techniques that preserve this unique habitat, other natural systems, and Scenic Corridors, should be highly considered and promoted. Commercial and recreation uses, such as equestrian facilities and other appropriate uses compatible with the conservation goals of this district are also suitable.

Denton Creek District

Area west of US 377 and north of Denton Creek in which a variety of commercial, industrial, or residential uses could be appropriate, such as office, retail, industrial, and/or high density residential, in planned developments providing coordination between the uses and with surrounding areas.

Prairie Vista District

Predominantly residential development, typically being single family residential development at net densities no greater than one unit per one acre in combination with conservation easements and/or other conservation techniques that preserve the Cross Timbers ecosystem and other natural systems. Commercial recreation uses, such as equestrian facilities, golf courses, and other uses compatible with the conservation goals of the district are also suitable.

Cross Timbers Protection Area

An area in which the Eastern Cross Timbers environmental quality has been compromised and where development may occur at indicated land use categories and densities, but with additional development standards to protect the remaining Cross Timbers environmental character.

Lakeside Business District

1. Lakeside Business District Land Use Categories:

Campus Commercial – Campus Commercial means a mixture of uses which includes corporate offices, office parks, hotels, commercial, similar uses, and may include limited residential development. The intent is to create a vibrant area that encourages dynamic economic development focused around live, work, and play opportunities. A mixture of uses is important as well as its design details, amenity quality, and the use of natural areas and open spaces to provide a unique quality of life and sense of place.

Development in the district must demonstrate the following:

1. Compliance with the three elements of the District's Vision:
 - a. Create high quality, regional commercial development;
 - b. Competes in the economic development arena; and
 - c. Develops a balanced tax base to reduce the residential tax burden;
2. Exemplary and enduring quality and design shall be achieved by establishing a high level of development standards;
3. Market factors should ensure a robust mix of uses that are economically viable, support a high quality of life, and provide sustainable fiscal health for the Town;
4. No one single use should be allowed to predominate in the District at build-out;
5. Uses and design shall be in context with the existing environment and adjacent developments; and
6. Residential development should provide a range of residential options that reflect changing lifestyles and demographics, and should be facilitated through the balancing of market demand and community preferences.

Campus Industrial - Large scale developments such as corporate offices, office parks, service/repair, light industry, clean assembly and similar uses, in a planned campus setting. Retail and restaurant uses serving the campus industrial uses could be included, if they are planned as integral elements of the developments.

Office - Office and services uses ranging from garden office developments for small professional practices to larger, multi-story facilities for large tenants. This category would not typically include retail uses, except for incidental service or convenience retail for the office building tenants. In larger office districts, restaurants are encouraged within walking distance of the office buildings.

2. Lakeside Business District Elements:

Roadways – There are various roadways within the Lakeside Business District. Please refer to the "Town of Flower Mound Thoroughfare Plan" for more specific information on roadways in the Lakeside Business District.

Town Entrance Landscape - International Parkway, Lakeside Parkway and Gerault Road are all major roads into Flower Mound. Landscape for developments along these roads should be of an exemplary quality that reflects their importance as entrances into the Town. The "Town of Flower Mound Urban Design Plan" indicates suggested standards for private and public landscape development along these roads along with the Town's "Median and Right-of-way Design

Guidelines.” It will be appropriate for the private landscapes to reflect the individuality of the various developments within the Lakeside Business District, while the public landscape should provide an element of continuity through the District.

Architectural facades along the Town Entrance streets will be a significant contributor to the image of the Lakeside Business District, and should be designed to an exemplary standard for their use. Parking between the building line and the street should be kept to a minimum to enhance the landscape image of the District.

District Arterial Landscape - Spinks Road, Garden Ridge Road and the new north-south urban minor arterial between International Parkway (FM 2499) and Spinks Road are all significant routes within and through the Lakeside Business District. The “Town of Flower Mound Urban Design Plan” along with the Town’s “Median and Right-of-way Design Guidelines” also indicates suggested standards for private and public landscape development along these roads. The landscape is particularly important along Spinks, as there are single family residential neighborhoods north of Spinks. It is desirable, though not essential for the landscape treatment to be continued on the edges of the Town parks along Spinks and Garden Ridge Road.

Parks and Flood Plain - There are two parks in the Lakeside Business District: Gerault Park and Bakersfield Park. These are community parks. Refer to the “Town of Flower Mound Parks and Trails Plan” for more specific information on these parks.

There is a significant flood plain along the eastern and southeastern edge of the Lakeside Business District. Since the Town of Flower Mound discourages construction in flood plains, and alteration of flood plains, these areas should be preserved. They should be incorporated into the landscape planning for adjoining development. Since they are anticipated to include segments of the Town’s multi-purpose trail in the future, site development in the adjoining Commercial/Industrial areas should be planned for compatible adjacent uses and site features, and avoid exterior storage, utility and similar uses in direct view of the potential trail areas.

Landscape Setback Buffer - Landscape and setback buffers are necessary to provide suitable separations between commercial and/or industrial uses in the Lakeside Business District from residential neighborhoods and developments which abut the District. These are required between the Campus Commercial and Office/Retail land uses west of International Parkway and the existing neighborhoods to their west.

A landscape/setback buffer is also indicated along the southern edge of Spinks Road. Because of the existing and planned single family residential neighborhoods and the school on the north side of Spinks, the northern boundaries of the Campus Commercial area between International Parkway and Gerault Road should include a landscape buffer at least that screens service and utility areas from view from the neighborhoods and from Spinks Road.

The “Town of Flower Mound Urban Design Plan” along with the Town’s “Median and Right-of-way Design Guidelines” indicates standards for landscape and setback buffers between non-residential and residential land uses.

Trail System - There are existing segments of the Town’s multi-purpose trail system in this area along with other trail opportunities. Please refer to the “Town of Flower Mound Parks and Trails Plan” for more specific information on the trail system.

Internalized Service Areas - In the areas of the Lakeside Business District designated as suitable for Commercial/Industrial land uses, service areas such as truck docks, layout or storage yards, utility components, trash handling and similar unsightly elements that are essential to appropriate commercial and industrial uses should be planned for locations internal to the major surrounding streets: International Parkway, Gerault Road, Lakeside Parkway, and Garden Ridge Road. Such uses should not be visible from these streets.

Architectural Impact Zone - The land at the southern edge of the Commercial/Industrial area east of Gerault Road and north of International Parkway is highly visible from northbound traffic on International Parkway as it enters Flower Mound. Because of the prominence of this site, and its significance to the Town's entry, buildings in this zone should be designed with particular attention to architectural quality and features as seen from International Parkway. This does not preclude industrial buildings from being built in this zone, but it does require that facades and elevations seen from International Parkway be of significantly higher architectural quality than is generally associated with industrial buildings.

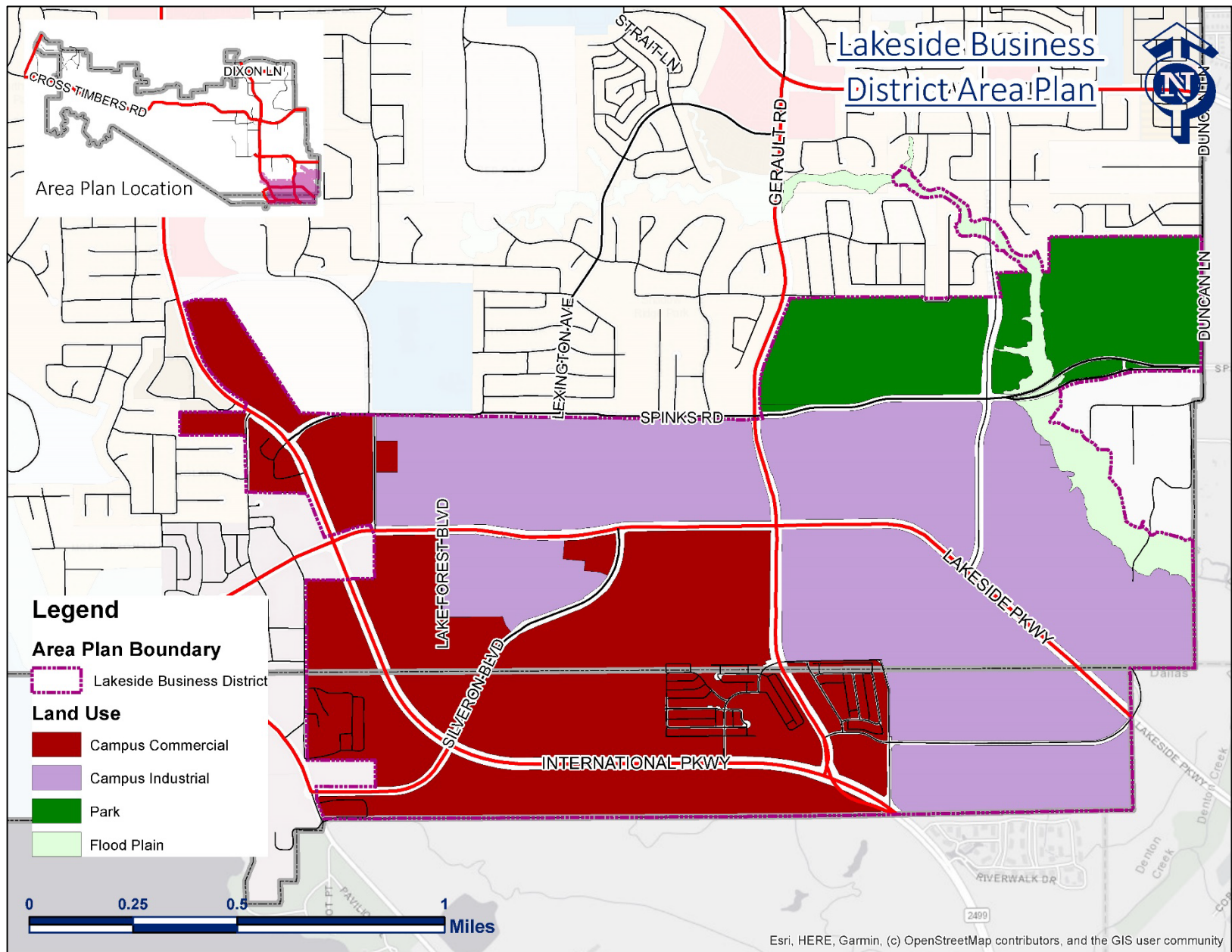
Trees and Natural Features - Several large areas of trees, drainage courses and other natural features exist within the Lakeside Business District. These natural features are representative of the distinctive natural atmosphere of Flower Mound, and can have high amenity value for development. Existing trees fall within the purview of the Town's Tree Preservation Ordinance. Trees and other natural amenities should be incorporated into the planning and landscape design of developments within the Lakeside Business District.

Flower Mound Gateways - Distinctive entry demarcation to the Town of Flower Mound will help distinguish it as a unique community. Flower Mound Gateways are planned at or near the Town limits on International Parkway, Lakeside Parkway and Spinks Road.

Refer to the "Town of Flower Mound Urban Design Plan" along with the Town's "Median and right-of-way Design Guidelines" for more specific information on the Flower Mound Gateways.

Town Landmark Intersections - The three major arterials in the Lakeside Business District, International Parkway, Lakeside Parkway, and Gerault Road, are all principal entrances into the Town for both residents and visitors. The intersections with other arterials and collectors on these three streets will be significant orientation locations, particularly for visitors not familiar with Flower Mound. Consequently, these intersections will be major landmarks in the Town, and should be landscaped to provide an exemplary quality of entrance and orientation experience for residents and visitors to Flower Mound.

Refer to the "Town of Flower Mound Urban Design Plan" along with the Town's "Median and Right-of-way Design Guidelines" for more specific information on Town Landmark Intersections.



Denton Creek District

1. Denton Creek District Land Use Categories:

Regional Campus Commercial - Large scale uses serving a regional market, and suitable for location easily accessible from an Interstate freeway, such as: corporate offices, office parks, hotels and resorts, retail, entertainment, restaurants and similar uses. These should be developed in large scale planned campus settings.

Campus Industrial - Large scale developments such as corporate offices, office parks, Service/repair, light industry, clean assembly and similar uses, in a planned campus settings. Retail and restaurant uses serving the campus industrial uses could be included, if they are planned as integral elements of the developments.

Commercial/Industrial - Large scale developments such as corporate offices, office parks, retail, service/repair, light industry, clean assembly and similar uses. In larger commercial/industrial districts, restaurants are encouraged within walking distance of the commercial/industrial buildings.

Office - Office and services uses ranging from garden office developments for small professional practices to larger, multi-story facilities for large tenants. This category would not typically include retail uses, except for incidental service or convenience retail for the office building tenants. In larger office districts, restaurants are encouraged within walking distance of the office buildings.

Mixed Residential - Land use area suitable for residential uses oriented toward I-35W as an option to Campus Industrial or Office uses. Appropriate residential uses could include Medium or High Density Residential. Medium density residential development, typically would be single family detached residential development with minimum 10,000 square foot lots (nominally 1/4 acre) or greater. High density residential development typically would have a maximum of five dwelling units per net acre or less, such as single family detached residential development with 5,000 to 8,000 square foot lots, zero-lot line houses, duplexes, townhouses or garden apartments.

2. Denton Creek District Elements:

Roadways - There are various roadways planned within the Denton Creek District. Please refer to the “Town of Flower Mound Thoroughfare Plan” for more specific information on roadways in the Denton Creek District.

Town Entrance Landscape - I-35W, FM 1171, and US 377 are all major roads into Flower Mound. Landscape for developments along these roads should be of an exemplary quality that reflects their importance as entrances into the Town. The “Town of Flower Mound Urban Design Plan” along with the Town’s “Median and Right-of-way Design Guidelines” indicates suggested standards for private and public landscape development along these roads. It will be appropriate for the private landscapes to reflect the individuality of the various developments within the Denton Creek District, while the public landscape should provide an element of continuity through the District.

Architectural facades along the Town Entrance streets will be a significant contributor to the image of the Denton Creek District, and should be designed to an exemplary standard for their use. Parking between the building line and the street should be kept to a minimum to enhance the landscape image of the District.

District Arterial Landscape - The proposed urban minor arterial roads will be a significant route within and through the Denton Creek District. The “Town of Flower Mound Urban Design Plan” along with the Town’s “Median and Right-of-way Design Guidelines” also indicates suggested standards for private and public landscape development along these roads.

Parks and Flood Plain - There is a significant flood plain along the southwestern, western and northwestern edge of the Denton Creek District. Since the Town of Flower Mound discourages construction in flood plains, and alteration of flood plains, these areas should not be developed. They should be incorporated into the landscape planning for adjoining development. Since they are anticipated to include segments of the Town’s multi-purpose trail in the future, site development in the adjoining Regional Campus Commercial, High Density Residential, Office, Campus Commercial, and Commercial/Industrial areas should be planned for compatible adjacent uses and site features, and avoid exterior storage, utility and similar uses in direct view of the potential trail areas.

Trail System – There are various trail segments planned within the Denton Creek District including the regional Veloweb Trail System. Refer to the “Town of Flower Mound Parks and Trails Plan” for more specific information on the trail system.

Internalized Service Areas - In the areas of the Denton Creek District designated as suitable for Commercial/Industrial, Regional Campus Commercial, or Campus Industrial land uses, service areas such as truck docks, railroad platforms, layout or storage yards, utility components, trash handling and similar unsightly elements that are essential to appropriate commercial and industrial uses should be planned for locations internal to the major surrounding streets: FM 1171, I-35W, US 377, and the proposed urban minor arterials. Such uses should not be visible from these streets.

Architectural Impact Zone - The land at the western edge Campus Industrial along FM 1171 is highly visible from traffic on FM 1171 as it enters Flower Mound. Because of the prominence of this site, and its significance to the Town’s entry, buildings in this zone should be designed with particular attention to architectural quality and features as seen from FM 1171. This does not preclude industrial buildings from being built in this zone, but it does require that facades and elevations seen from FM 1171 be of significantly higher architectural quality than is generally associated with industrial buildings.

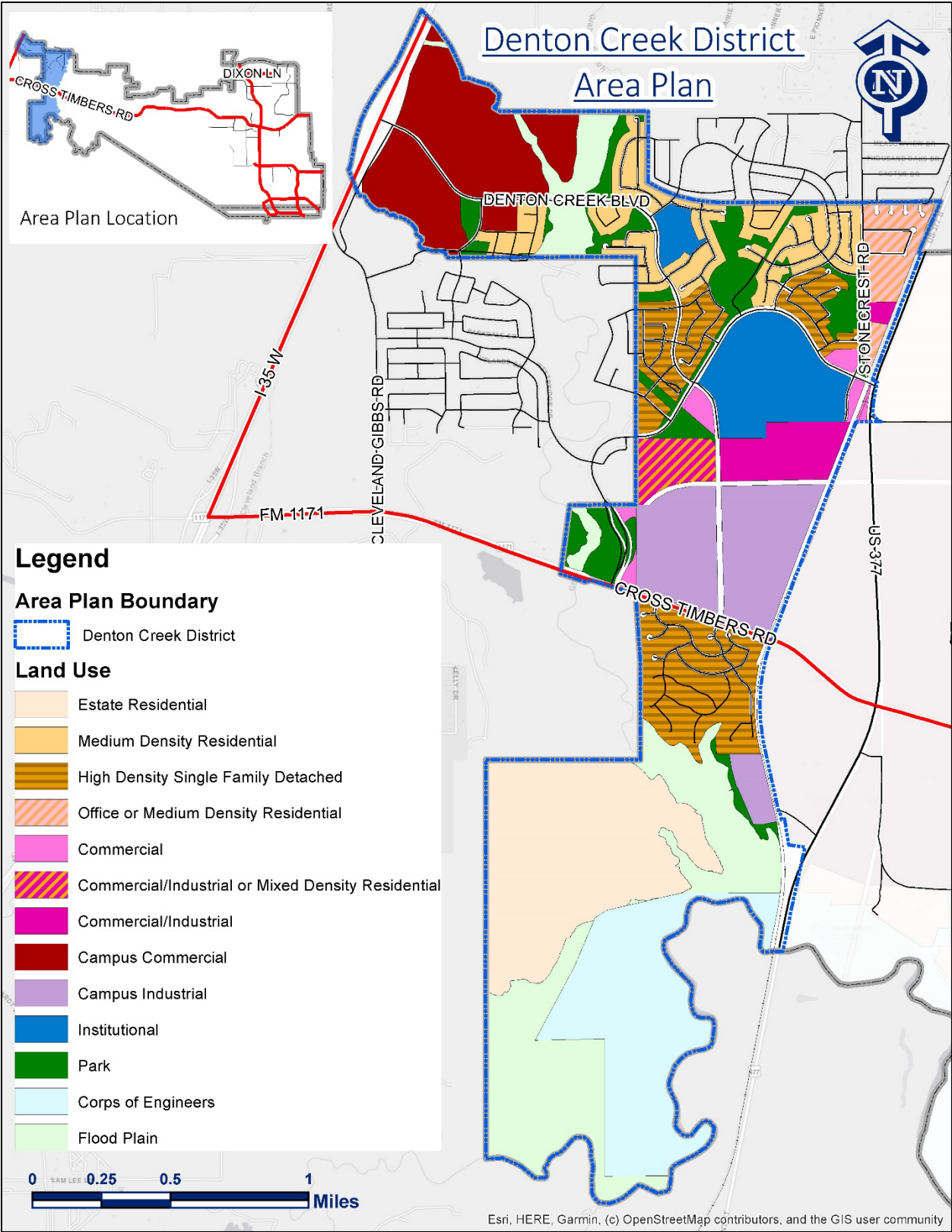
Trees and Natural Features - Several large areas of trees, drainage courses and other natural features exist within the Denton Creek District. These natural features are representative of the distinctive natural atmosphere of Flower Mound, and can have high amenity value for development. Existing trees fall within the purview of the Town's Tree Preservation Ordinance. Trees and other natural amenities should be incorporated into the planning and landscape design of developments within the Denton Creek District.

Flower Mound Gateways - Distinctive entry demarcation to the Town of Flower Mound will help distinguish it as a unique community. Flower Mound Gateways are planned at or near the Town limits I-35W, US 377, and FM 1171.

Refer to the "Town of Flower Mound Urban Design Plan" along with the Town's "Median and Right-of-way Design Guidelines" for more specific information on the Flower Mound Gateways.

Town Landmark Intersections - The three major arterials in the Denton Creek District, I-35W, FM 1171, and US 377 are all principal entrances into the Town for both residents and visitors. The intersections with other arterials and collectors on these three streets will be significant orientation locations, particularly for visitors not familiar with Flower Mound. Consequently, these intersections will be major landmarks in the Town, and should be landscaped to provide an exemplary quality of entrance and orientation experience for residents and visitors to Flower Mound.

Refer to the "Town of Flower Mound Urban Design Plan" along with the Town's "Median and Right-of-way Design Guidelines" for more specific information on Town Landmark Intersections.



Cross Timbers Conservation Development District Area Plan

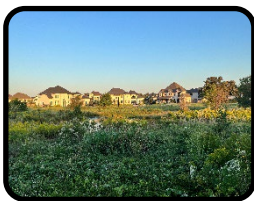
The Cross Timbers Conservation Development District (CTCDD) is predominantly a residential area, typically being single-family residential in combination with conservation areas. The CTCDD area plan identifies several elements intended to preserve ecosystems and other natural systems of the largely intact Cross Timbers ecological area in central Flower Mound. The CTCDD provides the Town with its unique country atmosphere and natural environment, while allowing environmentally sensitive development to occur.

There are multiple acceptable development options as well as existing developments within this district:



Entitled Residential Development

- Currently, several residential zoning districts exist within the CTCDD, with the majority designated for rural residential land uses



Conservation Residential Development

- This development type is only permitted within the A, Agricultural zoning district in the CTCDD
- Requires a planned development zoning application
- Provides ability for special environmental features to be preserved without unnecessarily compromising the number of buildable lots

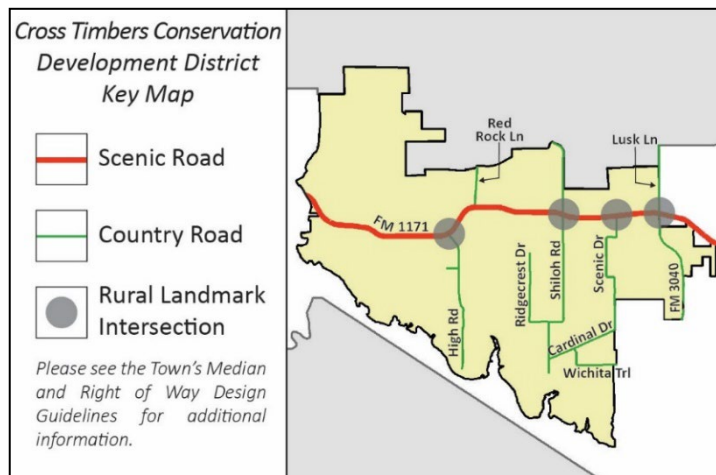


Non-Residential Development

- Non-residential development is allowed as permitted by underlying zoning districts
- Appropriate uses include, but are not limited to, equestrian centers, dude ranches, religious institutions, and boutique vendor markets.

Elements for consideration within the district include:

1. Scenic Corridors
2. Scenic Road (FM 1171)
3. Country Roads (Rural Collectors)
4. Conservation Design
5. Parks



1. Scenic Corridors



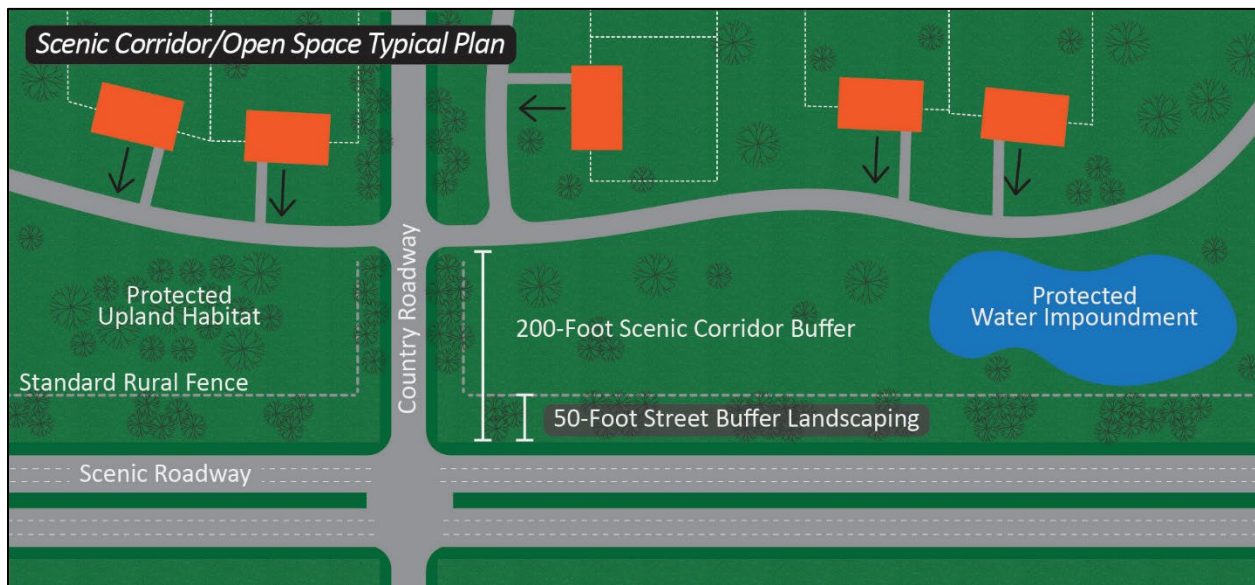
A Scenic Corridor is comprised of land visible from scenic or country roads that possesses natural elements indicative of a country atmosphere or natural environment.

To preserve these views, developments should be mindful of the relationship with these corridors and incorporate them as appropriate for the enjoyment of residents and motorists.

Scenic corridors are present along many roadways, including, but not limited to: Skillern Rd., Scenic Rd., Shiloh Rd., Rocky Point Rd., Red Rock Rd., High Rd., and FM 1171.

Scenic Road/Corridor Development Pattern

- Placement of homes along the Scenic Road should be behind a scenic corridor and face toward the Scenic Road.
- New homes should be accessed by internal local roadways and not directly from the Scenic Road.
- Homes visible within the scenic corridor should incorporate staggered setbacks and a meandering internalized roadway.
- The goal of siting homes using these methods is to ensure subdivisions are more distinct from their suburban counterparts elsewhere in Town.

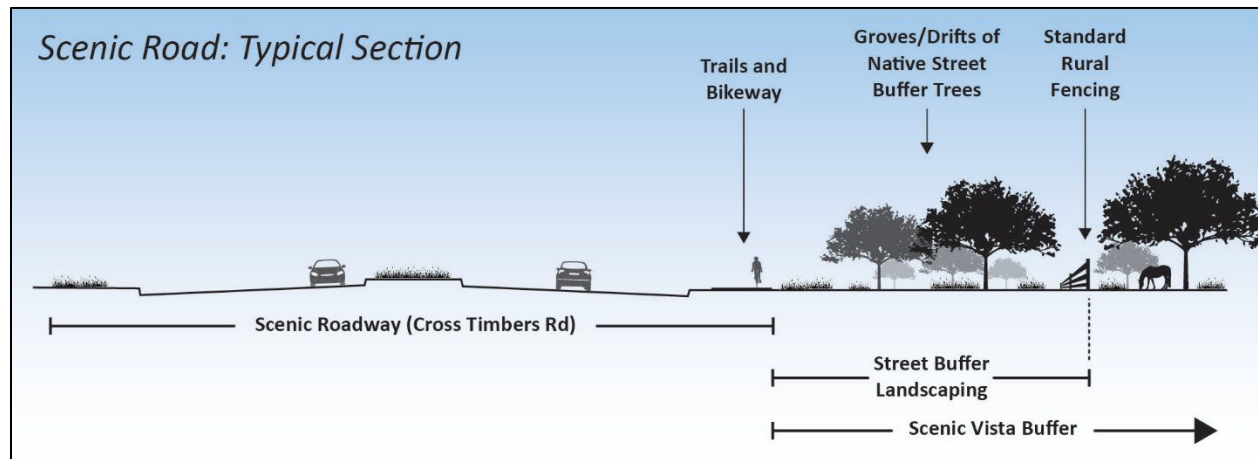


2. Scenic Road

Scenic Road (FM 1171) is a State-controlled right-of-way. The Town's vision for land adjacent to this roadway includes landscape treatments and a scenic corridor buffer, which will provide motorists with views of the native landscape and open spaces of the Cross Timbers ecosystem. Combined, the vision for these elements help distinguish the CTCDD from other areas of the Town and to preserve the rural and country atmosphere.

Scenic Road Landscape Treatment

- Within the street buffer landscaping area, trees should be planted in groves or drifts with informal native tree plantings randomly spaced to create a more natural design.
- Groves and drifts should be spaced to maximize visual corridors and not compromise scenic views of motorists.
- Newly planted tree groves should not be planted within rural landmark intersections that would limit motorists' views of scenic corridors.
- Native low-growth habit shrubs and/or ground cover plantings in association with intersections may be incorporated.
- Standard rural fencing should be considered as a boundary between the street buffer landscaping area and the remaining scenic corridor buffer.
- Trails and bikeways* along Scenic Road should meander between the right-of-way and street buffer landscaping area. * *See the Town's Technical Report – Trails and Bikeways for more.*



Access onto the Scenic Road

- New developments should be discouraged from having direct access onto Scenic Road, however, special circumstances may necessitate otherwise.
- It is preferred that internal entrance roadways feed onto Country Roads.
- The goal of limiting access onto Scenic Road is to avoid excessive congestion, traffic conflicts, and signalization of intersections.

Scenic Road Subdivision Entrances

- Subdivision entrances should reinforce the design and appearance of rural Texas ranch entrances.
- Elements such as open- or multi-rail fencing, metal signage, and limited use of masonry columns are acceptable.
- Surrounding landscaping should promote an inviting, rural appearance and utilize native plantings.
- Plantings for new tree-lined drive entrances are only acceptable if the trees are native species and do not obstruct motorist' view of the scenic corridor buffer (i.e. drives can be located directly alongside a substantial existing tree stand or grove).



Ranch Entrance Example



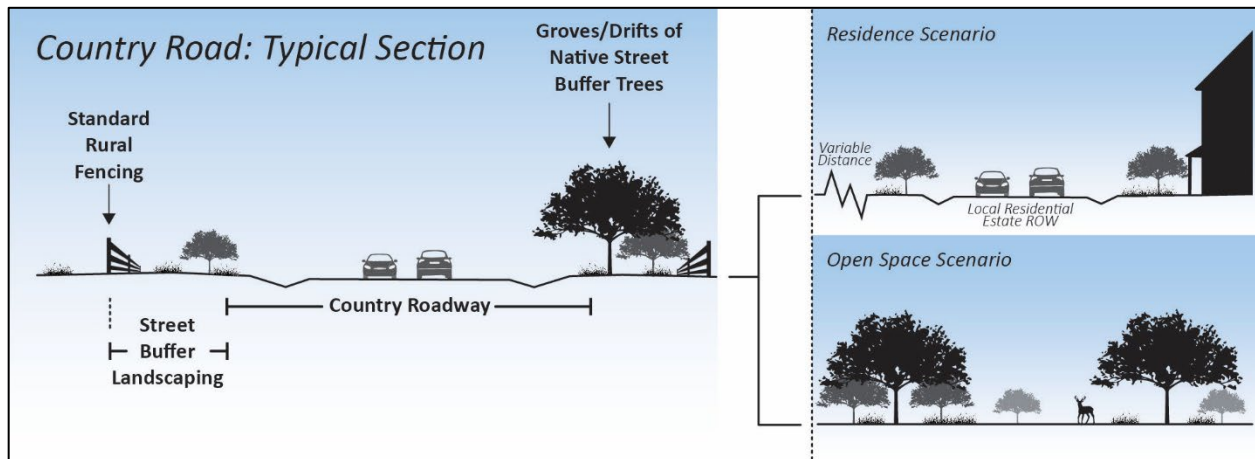
Subdivision Entrance Example



Tree-lined Driveway Example

3. Country Roads

The vision for Country Roads (Rural Collectors) promotes the protection of the natural landscape, opportunities for new native landscaping, and other design features intended to preserve the country atmosphere and natural environment of the District. Beyond the street buffer trees, may be scenic corridors/open spaces or residences, depending on the location and character of environmental features.



Country Road Development Pattern

- Placement of homes along a Country Road should face toward the Country Road.
- New homes should be accessed by internal local roadways, and not directly from Country Roads.
- Homes visible along a Country Road should incorporate staggered setbacks and a meandering internalized roadway.
- The goal of siting homes using these methods is to ensure subdivisions are more distinct from their suburban counterparts elsewhere in Town.

Country Road Landscape Treatment

- Should limit new plantings to native trees deemed appropriate to preserve scenic views.
- Trees should be planted in groves or drifts and spaced to maximize visual corridors and not compromise scenic views from Country Roads.
- Native low-growth habit shrubs and/or ground cover plantings in association with intersections may be incorporated.

4. Conservation Design

The purpose of a conservation development is to protect significant environmental features to preserve the rural and country atmosphere of this district. While considering the previous sections, subdivision design should plan for all environmentally sensitive areas (ESAs) to be protected when designing the location of infrastructure and home sites.



*Land Planning for Conservation
Development Typical Plan*

Environmental Features

Careful consideration should be made to ensure ESAs are a prominent characteristic of a conservation development without endangering the integrity of the habitats contained within. In instances where environmental features do not provide a natural buffer, land permitting, proposed residential lots should be sited in a manner that respects the privacy of adjacent residences.



Example of designing around ESAs

Infrastructure

Infrastructure should be layed out to create a meandering internal local roadway to limit the appearance of traditional cul-de-sacs found elsewhere in Town.

Restoration of Open Spaces

If portions of a planned open space were impacted by prior development, restoration efforts should focus on vegetation-types native to the area.

5. Perimeter Fencing

Fencing within the CTCDD should be limited when possible to preserve wildlife access. When used, fencing should consider the following based on its intended location and use.

- Perimeter fencing along the Scenic Road or Country Roads should be multi-railed or pipe styled, and be neutral in color.
- Masonry walls and wood stockade fences are not appropriate for residential development within the CTCDD. The use of masonry columns may be appropriate if used sparingly or in association with a subdivision entrance.
- Internal fencing should be open air and meet minimum safety requirements for residential pools.



*Multi-rail Fencing
Example*



*Pipe Fencing
Example*

6. Parks

75% of respondents from the 2022 CTCDD survey supported allowing some recreational activities as an acceptable use within open spaces. The most cited examples for potentially acceptable parks included the following:

1. Soft surface trails	73%	< More Interest --- Less Interest >
2. Equestrian trails	57%	
3. Mountain bike trails	57%	
4. Playgrounds	49%	
5. Fishing piers	44%	
7. Concrete trails	38%	
8. Dog park	36%	



Recreational activities receiving less support included: pavilions with grills (27%), disc golf courses (27%), camping grounds (26%), playing fields (25%), and playing courts (22%).

Active Parks

The location of active parks should be based on the following priorities:

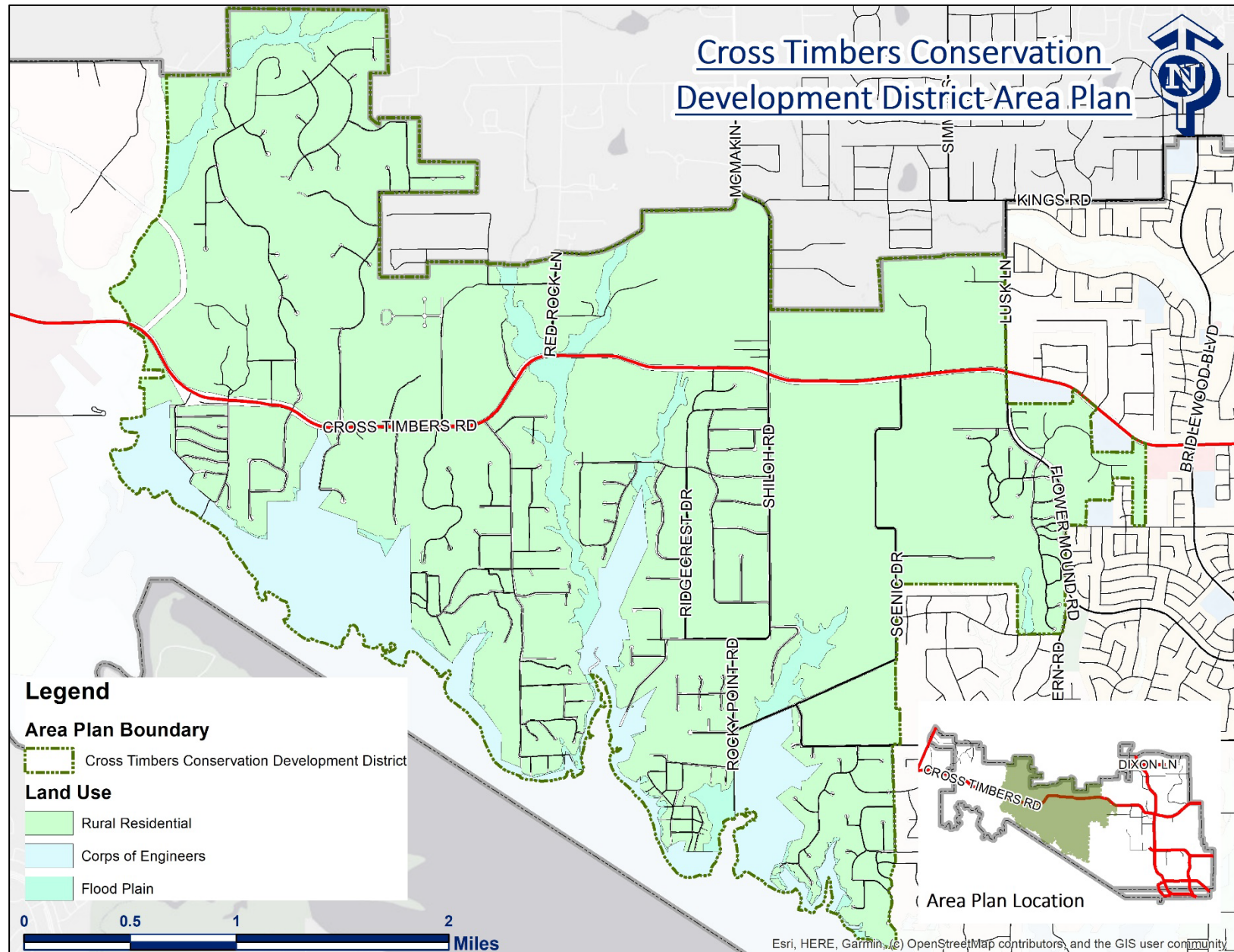
1. Should not disrupt natural features or habitats.
2. Equitable access from most residential lots within the development.
3. Parks should be visible from roadways and homes for safety purposes.

Parks should also feature earth tones, natural materials, and equipment with natural appearances.

Passive Parks

Trails of various types are considered passive parks. Though passive parks are appropriate through the entire development, careful consideration should be made to the location of trails based on the following priorities:

1. Trails should not disrupt natural features or habitats.
2. Trails should be visible from roadways and homes for safety purposes.



Prairie Vista District

1. White's Branch to US 377

Potential development includes property west of White's Branch floodplain and east of US 377, north and south of FM 1171. This zone consists of a few ranch type residences on very large tracts of land, with actively used pasture lands.

There are several options for land owners, including:

- Retain all or part of the property for personal use. This option would include (but not require) the potential of donating a conservation easement on all or part of the property in order to realize some economic benefit.
- Develop all or part of the property, or sell all or part of the property to others for development on one acre lots as permitted under the Estate Land Use Designation.
- Develop all or part of the property, or sell all or part of the property to others for development as a conservation development, with the number of lots as permitted under Estate Land Use Designation, but with smaller lots and eligibility for incentive benefits as established by the Town's SMARTGrowth Program. This option would include the potential donation of a conservation easement on all or part of the property in order to realize some additional economic benefit.
- Develop all or part of the property at lot sizes larger than one acre, as permitted under the Estate Land Use Designation. This could include coordinated development for specialized types of development, such as equestrian oriented developments.
- Coordinate development planning with adjoining land owners as a combined conservation development, with the number of lots as permitted under the Estate Land Use Designation but with smaller lots and eligibility for incentive benefits as established by the Town's SMARTGrowth Program, as a coordinated Planned Development. This option would include (but not require) the potential of donating a conservation easement on all or part of the property in order to realize some additional economic benefit.

Roadways – For roadway information within the Prairie Vista District, please refer to the "Town of Flower Mound Thoroughfare Plan" for more specific information.

Parks and Trails - For parks and trails information within the Prairie Vista District, please refer to the "Town of Flower Mound Parks and Trails Plan" for more specific information.

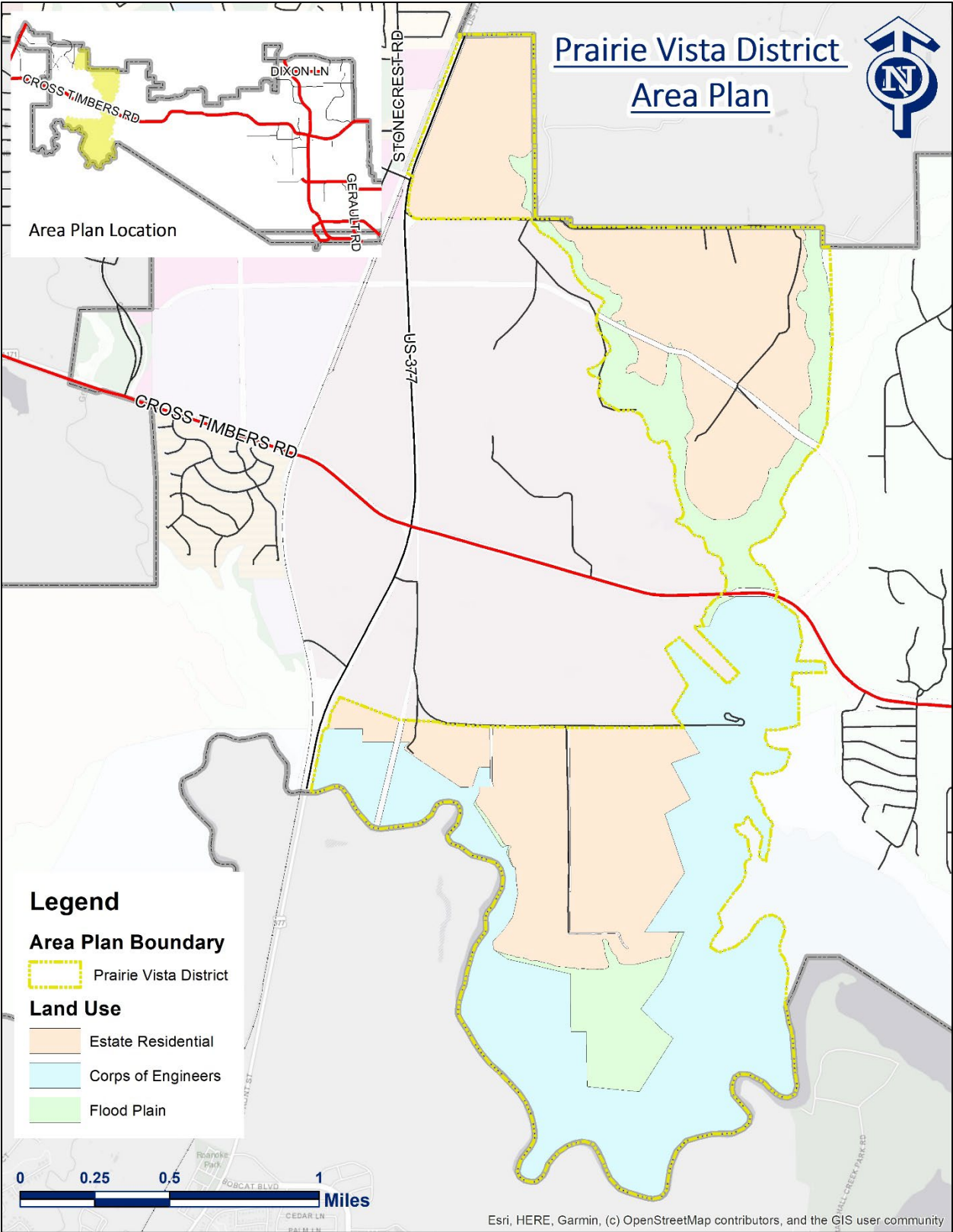
Flood Plain - There is flood plain through a portion of the Prairie Vista District associated with White's Creek, as well as in the Corps of Engineers Property along Lake Grapevine. The flood plain would provide limitations and influence on development of property both north and south of FM 1171.

Trees and Natural Features – Prairie Vista is part of the Grand Prairie ecology, with the natural features featuring rolling prairie and wooded floodplains.

Scenic Corridors - The scenic corridor along FM 1171 at the upper level of the Cross Timbers escarpment is predominantly comprised of views close to the roadway as limited by heavily wooded areas. These viewsheds would have to be incorporated into any land planning for each of the zones,

if development is contemplated, and would require compliance with the "Town of Flower Mound SMARTGrowth Program" SMARTGrowth Analysis. This compliance could be achieved by locating development behind the trees and out of the view corridor from FM 1171.

The viewshed at the lower portion of the escarpment is extensive, due especially to the visibility from FM 1171 at the top of the escarpment. These viewsheds would have to be incorporated into any land planning for each of the zones, if development is contemplated, and would require compliance with the "Town of Flower Mound SMARTGrowth Program" SMARTGrowth Analysis. This might require large-scale open space or recreational developments, such as golf courses, on both the north and south sides of FM 1171.



Introduction

The Town of Flower Mound Urban Design Plan provides for design direction for landscaping elements within and visible from public rights of way as well as architectural standards for non-residential buildings. The intent of the Urban Design Plan is to reinforce the Master Plan Vision Statement, provide linkage between the built and natural environment and acknowledge and sustain the unique nature of the Town's corporate-commercial, suburban and rural lifestyles.

The conceptual structure of the Urban Design Plan (UDP) and its components was developed as part of the Area Plan and Specific Plan elements of the Town of Flower Mound Master Plan. Through community involvement, focus groups provided direction for the UDP including review of the architectural and landscape design elements. The UDP discusses these elements in detail and provides illustrations of intent. Following the adoption of the Urban Design Plan by the Town Council, some of the design elements will be codified in the Land Development Regulations as appropriate.

In 2009, the firm of Teague Nall and Perkins worked with the Town to update the Town's landscape requirements for roadways. A new document, Median and Rights-of-Way Design Guidelines, was adopted to work in conjunction with the standards in the Urban Design Plan.

The Urban Design Plan is structured to establish community-wide architectural standards for non-residential projects and landscape, gateway and intersection treatments in each of the five districts established by the Land Use Plan:

1. Lakeside Business District
2. Long Prairie District
3. Cross Timbers Conservation Development District
4. Denton Creek District
5. Prairie Vista District

Each of these Districts is distinct and in a differing stage of development. The predominantly commercial Lakeside Business District and Denton Creek District share the same guidelines. The extensively developed, suburban Long Prairie District has guidelines intended to strengthen and unify an overall community identity. The Cross Timbers District and the Prairie Vista District have guidelines that reinforce its country atmosphere and natural environment.

Definitions

Articulation: The use of varying depth of wall planes both in the vertical and horizontal dimension to create interest and an aesthetically pleasing appearance in a building facade.

Compatibility Buffer: A 60' min. width Landscape Buffer that includes the use of earthen berms, shrubs, trees, and other plant screening elements without suggesting a walled structure. The 60' Compatibility Buffer is located on existing or proposed non-residential or multifamily property.

Curvilinear Edge: A curvilinear edge is an undulating line where the planting bed and or groundcover/shrubs meet the lawn area. Curvilinear lines in a natural landscape are considered more aesthetically pleasing.

District Arterials: District Arterials mentioned in the Lakeside Business and Denton Creek Districts, refer to the four lane, 90' R.O.W. Urban minor arterials from the Thoroughfare Plan.

Drifts: A grouping of trees consisting of two to three different species. This condition is found in natural settings; large shade trees are to be randomly spaced for a more natural design.

Earthen Berm: An earthen berm is a small man-made earth mound that is usually elongated and natural in shape and character. As a landscape element, an earthen berm's primary purpose is to both limit views in a natural way and to enhance the ground plane vegetation.

Gateways: Gateways refer to the impression upon entering the town limits of Flower Mound. A statement of rural character is emphasized by the use of groves and/or drifts; a standard rural fence or other similar fencing; and landscape elements, signage, and plantings dependent on which district within which they occur. **Please see the Town's Median and Right of Way Design Guideline for additional information.*

Groves: A grouping of trees comprised of the same species. Large shade trees are to be randomly spaced for a more natural design.

Street Buffer: A landscape screening element located on private property adjacent to the street right-of-way line.

Town Entrance Landscape: The Town Entrance Landscape is the R.O.W. area in principal arterials located in both Lakeside Business & Denton Creek districts.

Architectural Standards

The following standards for non-residential architecture throughout Flower Mound are intended to reflect the Town's Master Plan goal of creating development of "enduring and exemplary quality and design." Their purpose is to encourage building design of meritorious quality throughout the Town and prohibit franchise architecture.

The Central Business District (CBD) is a unique mixed use development, as such buildings within the CBD shall not be required to conform to the following standards, but rather buildings within the CBD shall be required to conform to the Mixed Use Architectural Standards set forth later in this section.

1. Design Review

- 1.1. Determination of a proposed building design's compliance with these standards will be made by the Town's staff and/or Planning and Zoning Commission and Town Council.
- 1.2. In considering conformance to these standards, the Town will evaluate the suitability of meritorious design that might not comply exactly with these standards, but that is of exceptional enough design quality that it would be a desirable addition to the Town.
- 1.3. In considering conformance to these standards, the Town will evaluate the suitability of buildings certified as Leadership in Energy and Environmental Design (LEED) Gold or better that might not comply exactly with these standards, but that are of exceptional enough design quality that they would be a desirable addition to the Town.

2. Franchise Architecture

- 2.1. To ensure that the character and quality of retail and commercial buildings or structures contribute to desired community character objectives, franchise architecture is prohibited. The term "franchise architecture" means the design and construction of buildings for which the tenants and/or uses are readily recognizable solely by the buildings' architectural elevations, colors, materials, other architectural elements and/or the arrangement thereof.

Examples of Compliant Architecture:



Examples of Non-Compliant Architecture:



3. Facade Articulation of Low-rise non-residential buildings (one to two stories)

3.1. Each building elevation of 80 linear feet or less may be a single plane.

Examples of Compliant Façade Articulation of non-residential buildings 80 linear feet or less:



Examples of Non-Compliant Façade Articulation of non-residential buildings 80 linear feet or less:



- 3.2. Each building elevation greater than 80 linear feet up to a maximum of 250 linear feet, should have a minimum of two planes, offset by a minimum of two feet.

Examples of Compliant Façade Articulation of non-residential buildings between 80 and 250 linear feet:



Examples of Non-Compliant Façade Articulation of non-residential buildings b/t 80 and 250 linear feet:



- 3.3. Each building elevation greater than 250 linear feet, should have a minimum of three planes, each offset by a minimum of two feet.

Examples of Compliant Façade Articulation of non-residential buildings greater than 250 linear feet:



Examples of Non-Compliant Façade Articulation of non-residential buildings greater than 250 linear feet:



4. Facade Articulation of non-residential buildings of three stories or greater.

- 4.1. Each building elevation should have a minimum of two offsets in vertical and horizontal planes, with each plane being offset by a minimum of two feet.

Examples of Compliant Facade Articulation of non-residential buildings of three stories or greater:



Examples of Non-Compliant Facade Articulation of non-residential buildings of three stories or greater:



5. Facade Materials

- 5.1. Elevations of low-rise non-residential buildings (one to two stories) should be a minimum of 50% masonry, excluding doors and windows, consisting of stone, brick, stucco or finished tilt-wall concrete, or a mixture of those materials.

Examples of Compliant Façade Materials:



Examples of Non-Compliant Façade Material:



- 5.2. Elevations of non-residential buildings of three stories or greater should be a minimum of 40% masonry, excluding doors and windows, consisting of stone, brick, stucco or finished tilt-wall concrete, or a mixture of those materials.

Examples of Compliant Façade Material of non-residential buildings three stories or greater:



Examples of Compliant Façade Material of non-residential buildings three stories or greater:



- 5.3. At least 80% of each building elevation, excluding doors and windows, should be primary masonry, consisting of hand-laid brick or stone, of stucco, or of finished tilt-wall concrete. Up to 20% of each building elevation may be secondary masonry, consisting of concrete block or e.i.f.s. Notwithstanding the aforementioned standard, the maximum percentage of stucco allowed on any building elevation shall be 80%. If the entire 80% primary masonry on a building elevation consists of stucco, then the remaining 20% on the same building elevation shall be limited to hand-laid brick or stone.

Examples of Compliant Primary Façade Material:



Examples of Non-Compliant Primary Façade Material:



5.4. Outward facing mirrored glass may not be used.



6.

Facade Colors

- 6.1. Colors comprising at least 80% of each elevation of the building should be primarily natural and **earth** tone colors. The range of tones include, but are not limited to: ochre, brown, umber, rust, olive, beige, taupe, sepia, white, off-white and slight variations. Further definition of building colors is provided in the Town's Land Development Regulations.

Examples of Compliant Façade Colors:



Examples of Non-Compliant Façade Colors:



- 6.2. Accent colors may comprise the remaining 20% of each building elevation, and should relate to the base tones. Decorative canopies, special elements, including patio umbrellas and signage can be more contrasting in color as appropriate.

Examples of Compliant Façade Accent Colors:



Examples of Non-Compliant Façade Accent Colors:



7. Pedestrian Scale

- 7.1. A pedestrian scale is desired near entry points of buildings to relate to the users. This scale can be achieved through the use of arcades, porte-cocheres, loggias and entry gardens which help buildings transition to a pedestrian scale environment.

Examples of Compliant Pedestrian Scale:



Examples of Non-Compliant Pedestrian Scale:



8. Building Entry Points

- 8.1. Buildings should have a recognizable main entry, which should directly relate to the primary street address of that building .

Examples of Compliant Building Entry Points:



Examples of Non-Compliant Building Entry Points:



These entry points should have an identifiable design presence through a change of materials, variation of wall planes and roof features.

Examples of Compliant Building Entry Points:



Examples of Non-Compliant Building Entry Points:



Building entry points should have site design features such as special paving, landscaping, pedestrian lights, pedestrian benches, earth forms, water fountains / displays and other furnishings.

Examples of Compliant Building Entry Points:



Examples of Non-Compliant Building Entry Points:



9. Unified Design Theme

- 9.1. A grouping of buildings (3 or more) should have a unified design theme for all buildings within the development. This design theme may be unique to the development, but should maintain a standard of high-quality construction and should respect the contextual setting of the development within its district.

Examples of Compliant Unified Design Theme:



Examples of Non-Compliant Unified Design Theme:



10. Building Orientation

- 10.1. Highly visible locations from major and minor arterials need to reflect an architectural prominence, with particular attention being paid to architectural quality on the facades, rooflines and elevations visible from these thoroughfares.

Examples of Compliant Building Orientation:



Examples of Non-Compliant Building Orientation:

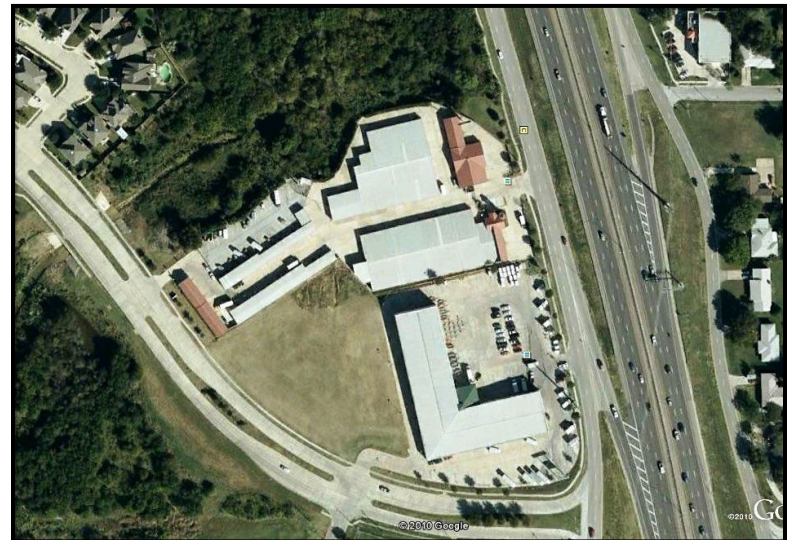


- 10.2. Buildings near natural features and view sheds should respond to them in a manner that respects and preserves the feature, in such a way that the environment can be a marketable element of the development.

Examples of Compliant Building Orientation:



Examples of Non-Compliant Building Orientation:



11. Massing and Form

11.1. Building massing (elevations & floor plate configurations) should vary to avoid monotony and linear forms. Strip or linear retail development is not desirable.

Examples of Compliant Massing and Form:



Examples of Non-Compliant Massing and Form:



- 11.2. Building floor plans should be sited in order to create definable pedestrian spaces: courtyards, pocket areas, larger sidewalks, variations of outdoor space, etc., which are all desirable design attributes that should be taken into consideration in the overall site design plan.

Examples of Compliant Massing and Form:



Examples of Non-Compliant Massing and Form:



11.3. Building Form (articulation, scale and proportion) should be contextual. Buildings should be in a harmonious relationship to each other to promote an atmosphere of consistency of form rather than style relationships only.

Examples of Compliant Massing and Form:



Examples of Non-Compliant Massing and Form:



12. Roofs and Parapets

- 12.1. Roofs of non-residential buildings 15,000 square feet or less are to reflect hip and/or gable styles that replicate residential scale and pitch. In designing a residential scaled roof for non-residential buildings 15,000 square feet or less, the goal shall be a roof that provides for characteristic roof pitches/slopes of residential homes in the Town of Flower Mound (6/12 to 9/12 slope) and high steeply-pitched and/or expansive roof pitches/slopes shall be avoided. The Town Council may approve, upon recommendation from the Planning and Zoning Commission a waiver to this request for individual projects. Such requests should only be contemplated in areas that are not adjacent to residences, are part of large scale developments, and provide architectural detail to soften the appearance of large, tall vertical walls.

Examples of Compliant Pitch Roof:



Examples of Non-Compliant Roofs:



- 12.2. Buildings of one or two stories over 15,000 square feet may have a flat or low-slope roof, but should use a parapet wall or mansard roof along the building perimeter, so that the flat or low-slope roof and any roof top mounted mechanical equipment is not visible from the public right-of-way or from neighboring residential buildings.

Examples of Compliant Flat Roof:



Examples of Non-Compliant Roof:



13. “Big box” and warehouse/industrial development

13.1. The development of “Big box” retail, as defined by the Town’s Land Development Regulations, and warehouse/industrial development shall follow the above architectural standards except as follows:

13.1.1. Generally, buildings should avoid long, monotonous, uninterrupted walls or roof planes. The location of required building wall offsets, including projections, and recesses should be in context with the length of the building and used to add architectural interest and variety, and to relieve the visual effect of a simple, long wall. Roofline offsets should be provided in order to provide architectural interest and variety to the massing of the building and to break the roof into smaller scale components. Concentrating articulation for “big box” retail and large scale warehouse/industrial buildings at entry points and the corners of the building may be acceptable if other architectural details/accents and enhanced landscaping are used to mitigate the expansiveness of the wall.

Examples of Compliant “Big-box” and warehouse/industrial articulation:



Examples of Non-Compliant “Big-box” and warehouse/industrial wall articulation:



13.1.2. Tilt-wall concrete that is used to meet the minimum masonry requirement of 80% on any elevation should include details and patterns that provide interest to the tilt-wall component. Such detail can be accomplished by patterned scoring, casting, texturing, or other finishing treatment.

Examples of Compliant “Big-box” and warehouse/industrial finished tilt-wall detail:





Examples of Non-Compliant "Big-box" and warehouse/industrial tilt-wall:

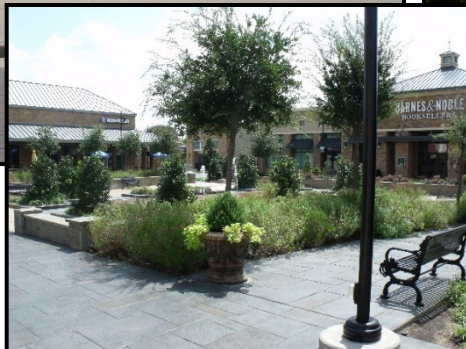


14. Open Space and Amenity Areas

14.1. Open space and amenity areas as required by the Master Plan or as proposed for a Planned Development District should have the following elements:

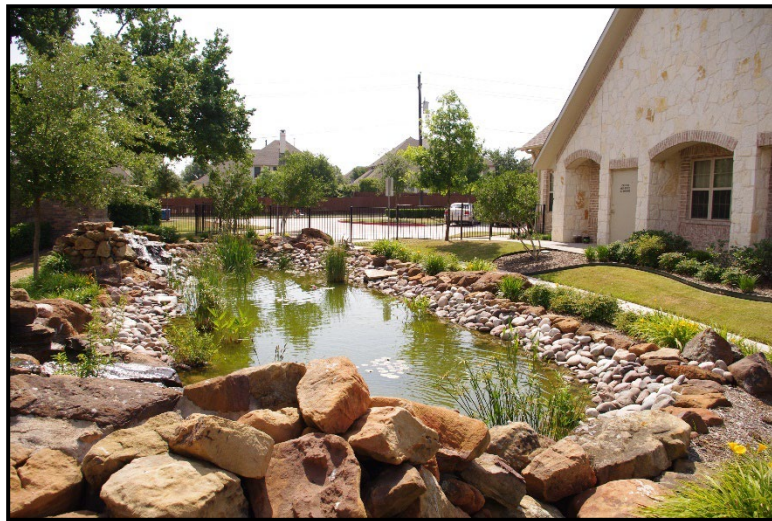
14.1.1. Open space and amenity areas should be integral to the development and include a plaza, park, linear greens, environmental preserves, or public square that serves as a prominent visual enhancement for the development, and provides amenities for employees and shoppers, is effective with the first phase of development, and adds value to nearby buildings;

Examples of Compliant Open Space and Amenity Areas:



- 14.1.2. Open space and amenity areas should include enhanced landscape plantings and landscaped features and may include water elements that are connected to the development by sidewalks;

Examples of Compliant Open Space and Amenity Area:







- 14.1.3. Open space and amenity areas may include the preservation of existing wooded areas, view sheds, water bodies, topography, and stream corridors in a natural and contiguous state.

Examples of Compliant Open Space and Amenity Area:



15. Redevelopment

- 15.1. Buildings/sites planned for redevelopment are subject to the above architectural standards of the Urban Design Plan. In each case, amendments to a building's elevations and/or site plan should meet each requirement above or be in substantial conformance thereto. If complete conformance to the above standards cannot be practically achieved, substantial conformance is demonstrated by illustrating that the proposed changes to the elevations and/or site plan have moved the building / site closer to conformance with the standards and increased the building's enduring quality and design as applicable within the Town's Master Plan.

16. Mixed Use Architectural Standards

The following standards shall apply to all buildings and structures within Mixed Use Developments and the Central Business District in lieu of the Architectural Standards section above.

Franchise Architecture

- To ensure that the character and quality of retail and commercial buildings contribute to the desired objectives for the District, franchise architecture, as defined in the Arcitectural Standards section above, is prohibited.

Building Façades

- Building projections are encouraged. However, parts of each individual building's elements such as bays, show windows, balconies, canopies, awnings, colonnades, etc., need to be considered as a whole along the length of a block in terms of their scale, rhythm, and relationship to one another.
- Building facades employing offsets in the exterior wall plane in order to highlight the movement of sunlight across the building face are encouraged, along with elements such as cornices, spandrels, window sills, lintels, and building projections which visually break down the scale of the façade into more human scale components.
- Buildings should vary in their levels of detail, richness of material, and overall complexity of design. Buildings at significant sites, for example at corners, mid-block locations, and vista terminations, will utilize massings that are more varied and/or incorporate a higher level of detail.
- The quality of building facades shall reflect the hierarchy and relative importance of spaces which they face, marking a progression from principal streets, secondary streets, alleys, and interior block spaces.

Façade Materials

Exterior Building Finish materials shall consist of:

- Masonry, which is defined as brick, stone, cast stone, terra cotta, glass fiber reinforced concrete, precast concrete, and split face concrete masonry units
- Stucco, including synthetic stucco (exterior insulation finishing systems – EIFS).
- Glazed ceramic and porcelain tile.
- Fiber reinforced plastic (with the exception of plastic or vinyl siding) – used for exterior building components including but not limited to: cornice and entablature elements, decorative columns and pilasters, storefront trim, railings and balustrades, spandrel panels, and similar elements.
- Painted steel and aluminum, cast iron, bronze, copper, and zinc.
- Roofing materials (visible from any public right of way): copper, factory finished painted metal, slate, synthetic slate, terra cotta, cement tile, glass fiber shingles
- Materials other than those used above may be used for architectural trim and accent applications including but not limited to: cornices and decorative brackets, frieze panels, decorative lintels, shutters, and porch or balcony railings.
- The aggregate surface area of the primary façade material of building facades that front onto a public right-of-way or private streets shall be at least eighty percent (80%) masonry and may be up to twenty percent (20%) stucco/EIFS.
- The aggregate surface area of the primary façade material of building facades that front onto allies, vehicular block breaks and pedestrian block breaks shall be at least sixty percent (60%) masonry and may be up to forty percent (40%) stucco/EIFS.
- The aggregate surface area of the primary façade material of building facades that front onto the Block Interior shall be at least fifty percent (50%) masonry and may be up to fifty percent (50%) stucco/EIFS.

Notwithstanding the foregoing, the indicated maximum percentages may be exceeded on a per building basis provided they are maintained in the aggregate for any street side of a sub-district. For example, a single building may have a façade that is 100% stucco fronting onto a public right-of-way, provided that the aggregate area for all facades fronting that street, in that sub-district do not exceed 20%. Further, notwithstanding the foregoing, the limitations on the percentage of stucco/EIFS shall not apply to stucco or EIFS that is applied to a masonry or concrete substrate.

Building Entrances

- The design and location of building entrances shall be easily identifiable as primary points of access.
- Primary building entrances shall be defined and articulated by massing, or architectural elements such as lintels, pediments, pilasters, columns, porticos, canopies, overhangs, railings, balustrades, and other similarly appropriate elements. Building elements employed at entrances shall be compatible with the architectural style, materials, colors, and details of the building as a whole.
- Primary building entrances to lobbies for upper level uses shall be clearly identifiable and integrated into the design of the overall building façade.

Building Orientation

- Buildings shall be oriented toward the major street front with a primary entrance located on that street.
- The design of buildings on corner lots shall address both streets; however, where the cross street is a less important street, the façade design may change to reflect the relative importance of that street.
- Along major arterial roads, retail buildings may be oriented towards surface parking only if they are not adjacent to another major street.

Building Massing

- A building's massing and scale shall relate to its site, use, and the character of its neighborhood.
- Along any given block, building facades should align with each other at the primary exterior wall plane in order to create a consistent street edge.
- Buildings shall be built close to or up to the edge of the sidewalk. Exceptions can be made for the creation of entry courts within the length of a single façade or setbacks deemed appropriate for civic or institutional buildings.

Building heights should vary along the length of a block. Adjoining buildings of the same story height should, where practical and not in conflict with their overall architectural expression, have offsets in their adjoining parapet or cornice heights.

Roofs and Parapets

There is no required type of roof for particular building types, however, roofs shall be appropriate to the architectural style of the building. Roof mounted equipment shall be screened from public rights-of-way.

Utilities

There will be no overhead utility lines within a Mixed Use Development or within the Central Business District.

17. Rights-of-Way Landscaping Elements

The Town of Flower Mound Urban Design Plan provides for design direction for landscaping elements within and visible from public rights-of-way. These standards are to be implemented in conjunction with the [Median and Right-of-Way Design Guidelines](#).

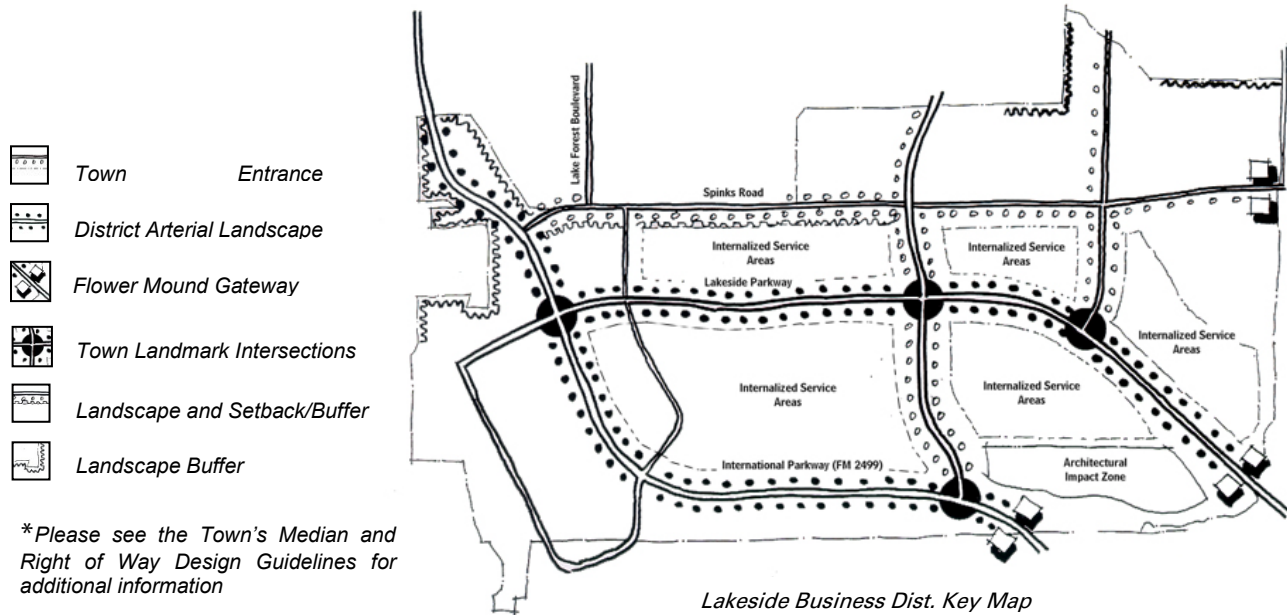
The landscaping standards related to rights-of-way include the following elements:

- Cross Timbers Conservation Development District
- Lakeside Business District and Denton Creek District
- Long Prairie District
- Prairie Vista District

Lakeside Business District and Denton Creek District

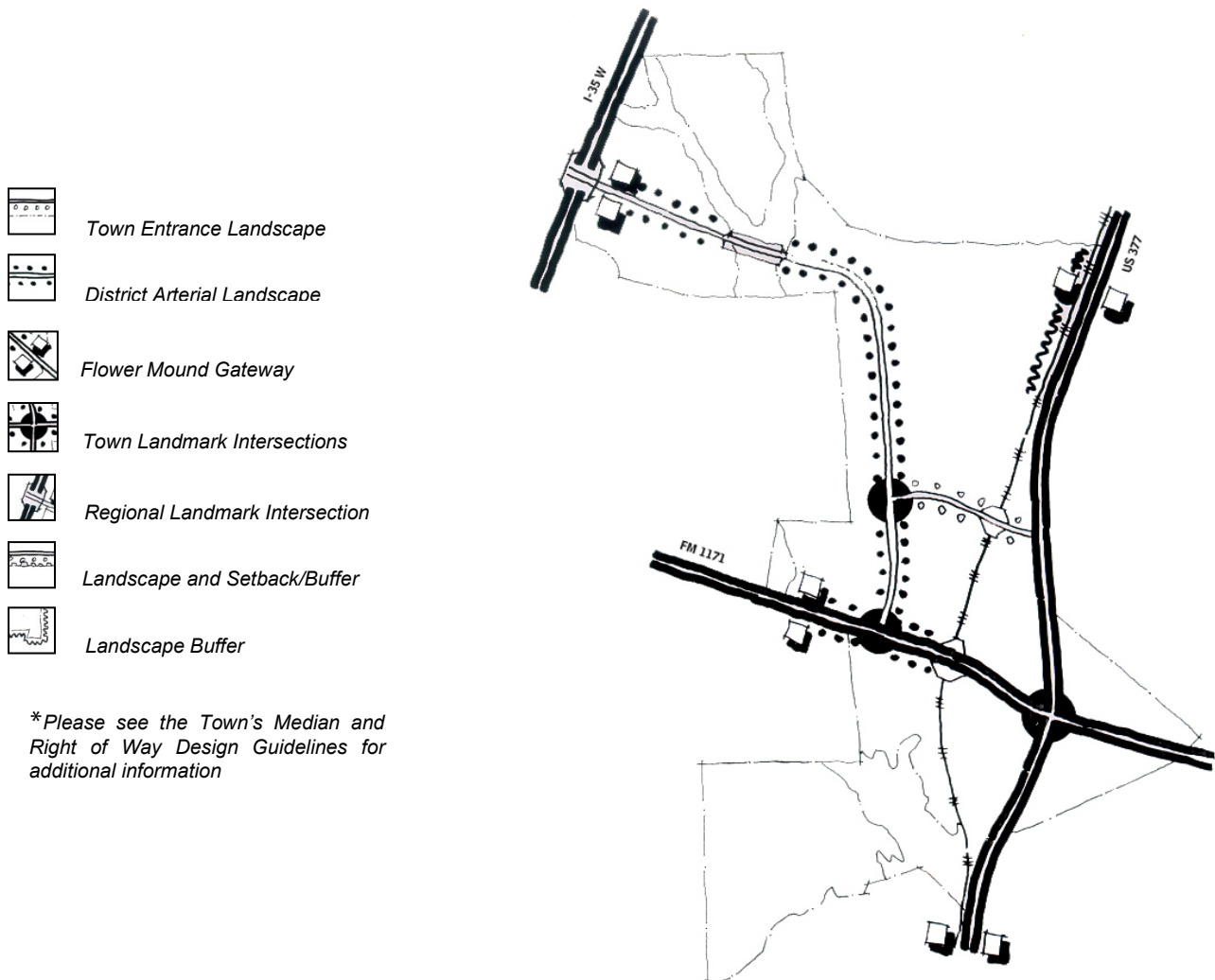
The Lakeside Business District and the Denton Creek District are two significant areas which are planned to develop as major commercial / employment centers in the DFW Metroplex.

The Lakeside Business District is located in the southeastern region of Flower Mound two miles north of the Dallas Fort Worth International Airport. Regional access is provided by International Parkway (FM 2499) and the planned Lakeside Parkway to SH 121 and SH 114.



*Please see the Town's Median and Right of Way Design Guidelines for additional information

The Denton Creek District is located in western Flower Mound near Alliance Airport and the Texas Motor Speedway. Excellent regional access for future development is provided by Interstate 35-W, US 377 and FM 1171.



**Please see the Town's Median and Right of Way Design Guidelines for additional information*

Denton Creek District Key Map

1. Town Entrance Landscape

Town Entrance Landscape applies to the highways and major arterials which are the entrances into Flower Mound for the entire Town. They pass through the Lakeside Business District and the Denton Creek District, so they should be appropriate for and compatible with the commercial development anticipated in those districts. However, because they serve all of Flower Mound, they should reflect the character and quality of the entire Town as a front door entrance.

The intent is that the public and private landscape on these thoroughfares will be an integrated design, whether it is accomplished separately by the public and private sectors, as a joint public-private effort, or entirely be the private sector.

These landscape standards for the Lakeside Business District and the Denton Creek District are intentionally more stringent than the landscape buffer requirements of the Land Development Regulations. The resulting design is intended to be different from other districts in Flower Mound.

The Town Entrance Landscape is appropriate on the following roads:

Lakeside Business District:

- International Parkway (FM 2499)
- Lakeside Parkway

Denton Creek District:

- FM 1171
- US 377
- New arterial between FM 1171 and I-35W

Town Entrance Landscape: Public landscape within the right-of-way parkway

This approach is appropriate when utilities are located under the street or the median, and do not infringe upon the ability to provide the planting indicated within the parkway.

- Tree groves of not less than 100' in length spaced not more than 700' apart with an alternating pattern across the street.
- Trees are to be a large deciduous tree species from the approved Town of Flower Mound R.O.W. & Median Plant List.

Tree groves are comprised of a group of trees of the same species from the Town of Flower Mound approved Tree Planting list.

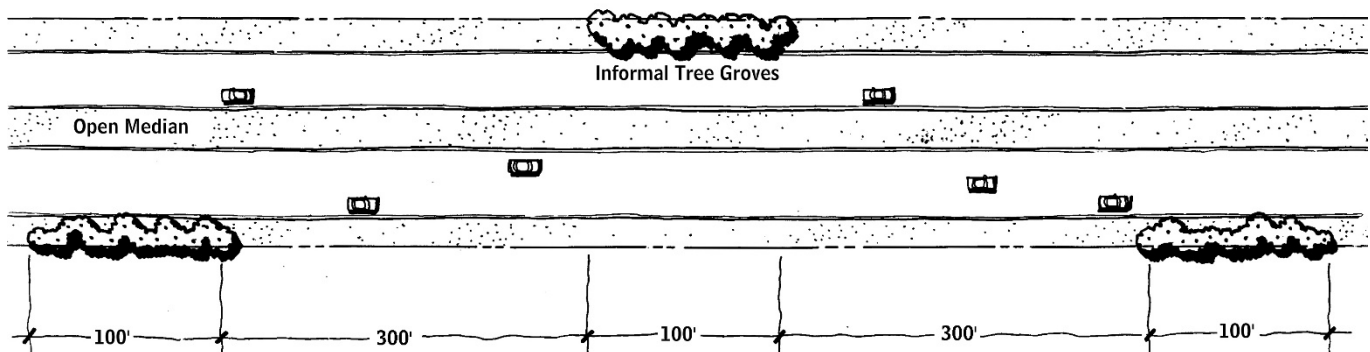
- Planting layout is to be informal.



Native tree grove in right-of-way example



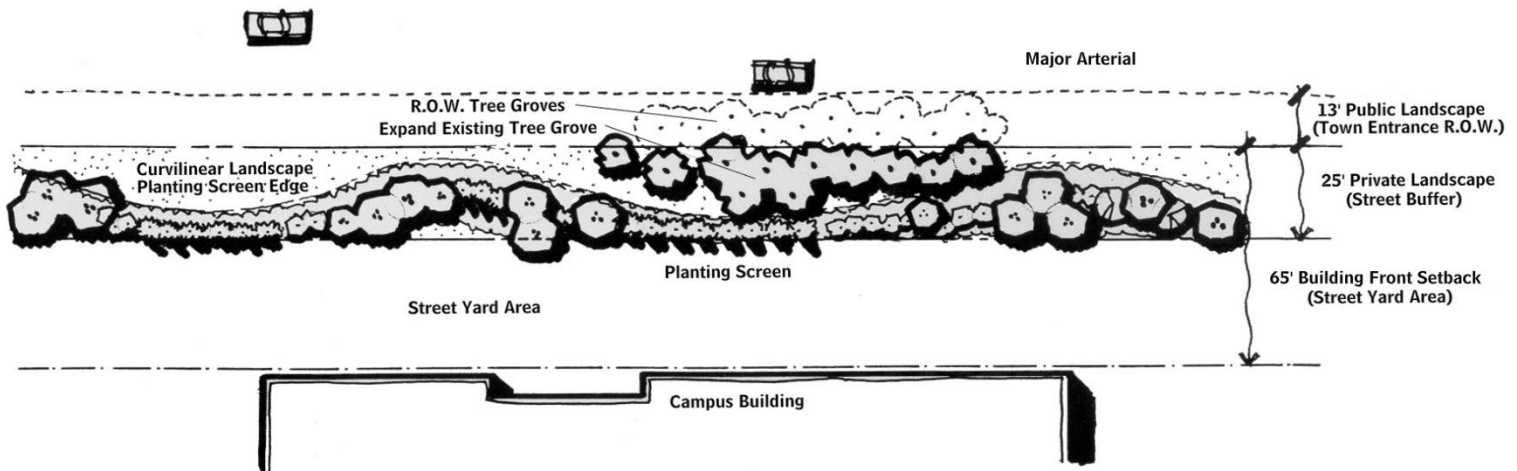
Informal tree groves example



Public landscape within the right-of-way parkway typical plan

Town Entrance Landscape: Private Street Yard Area Landscape

- A 25' width Landscape Street Buffer is located from the R.O.W. / Property line set back into the private property. This Buffer is within the Building Setback (Street Yard) area described in the Town's Landscaping Standards.
- Plantings shall be in a curvilinear planting layout.
- Implementation will be provided at the time of development by the developer.



Town entrance arterial street buffer typical plan

Town Entrance Landscape: Flexibility of Private Street Yard Area Landscape

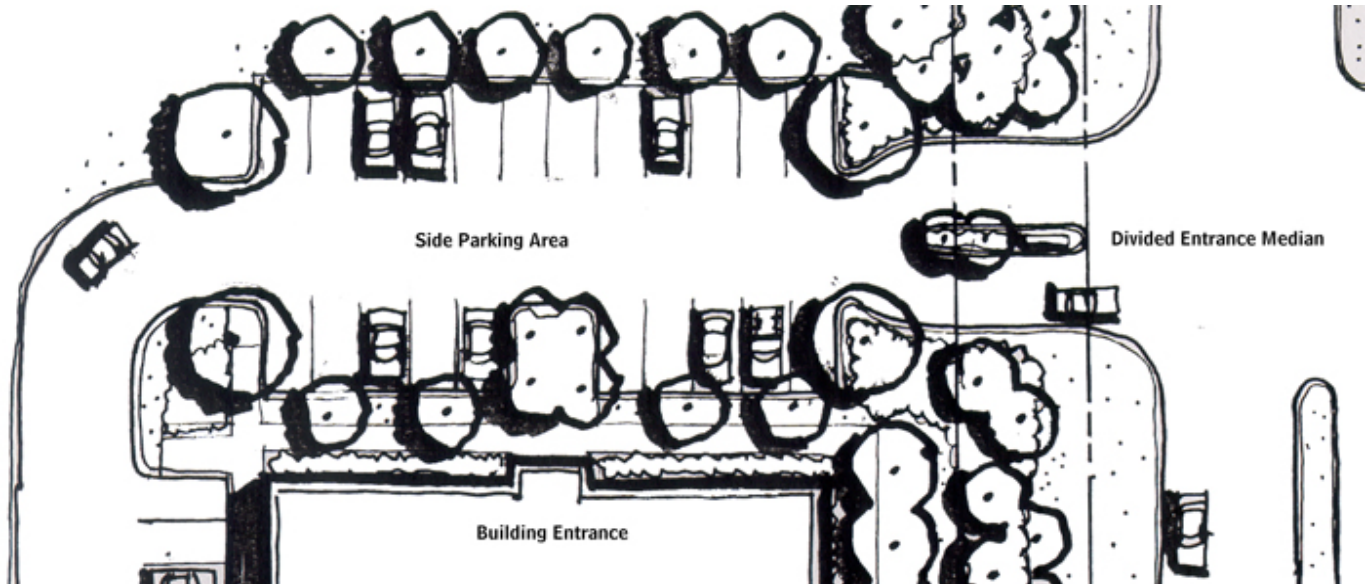
- Because of utility requirements, it is intended that the private street yard area landscape standard be flexible in its application.
- As much as five feet of the private street yard area landscape may be placed within the public right-of-way, with ten feet being on the private property.
- Alternately, as much as ten feet of the private street yard area landscape may be placed within the public right-of-way, with five feet being on the private property.
- Alternately, all 15' may be on private property next to parking.
- If any of the private street yard area landscape is placed within the public right of way, a public access easement is to be granted to the Town, at the Town's discretion.

Town Entrance Landscape: Sidewalks

- Sidewalks are required by the Land Development Regulations, in addition to the Landscape Street Buffer.
- Implementation will be provided at the time of development by the developer.
- Sidewalks should be curvilinear and integrated with the public landscape and the private landscape buffer.

Town Entrance Landscape: Parking

- Parking shall be allowed in the front, side and rear yards of buildings.
- Parking in the front yards of Town Entrance Arterials shall be a maximum double loaded configuration with a single travel lane.



Side yard parking typical plan

Town Entrance Landscape: Vehicular Access from Major Arterials

- Divided entries shall have a 6' minimum width highly landscaped median to improve traffic safety.
- Access to provide opportunities for shared access between adjacent developments to aid in traffic management.



Divided entrance median example

Town Entrance Landscape: Bridges

- Vehicular bridges should have a special architectural treatment and enhancement beyond standard conditions.
- The treatments should include railing and abutment designs that increase their civic character and relationship to the Town.
- These bridge enhancements can be adapted to existing structures or completed with new construction.
- The future Bridge at Interstate 35W is a reflection of Flower Mound for all regional traffic, and should be of exemplary architectural quality as seen both from the freeway and on the bridge itself.
- Bridges on arterials are to incorporate sidewalk access to provide pedestrian continuity, as appropriate.



*Enhanced freeway and overpass
bridge treatment example*



*Enhanced freeway and overpass
bridge treatment example*



*Enhanced freeway and overpass
bridge treatment example*



*Enhanced arterial bridge treatment
with sidewalk example*

2. District Arterial Landscape

District Arterial Landscape is appropriate for key roads serving the Lakeside Business District and the Denton Creek District in which they are located, and which are also important for Flower Mound residents as entry routes to other districts. Their landscape and urban design treatment should reflect the predominantly commercial nature of development anticipated in the Lakeside Business and Denton Creek Districts, but should also reflect the character and quality of the overall Town.

The intent is that the public and private landscape on these streets will be an integrated design, whether it is accomplished separately by the public and private sectors, as a joint public-private effort, or entirely be the private sector.

These landscape standards for the Lakeside Business District and the Denton Creek District are intentionally more stringent than the landscape buffer requirements of the Land Development Regulations. The resulting design is intended to be different from other districts in Flower Mound.

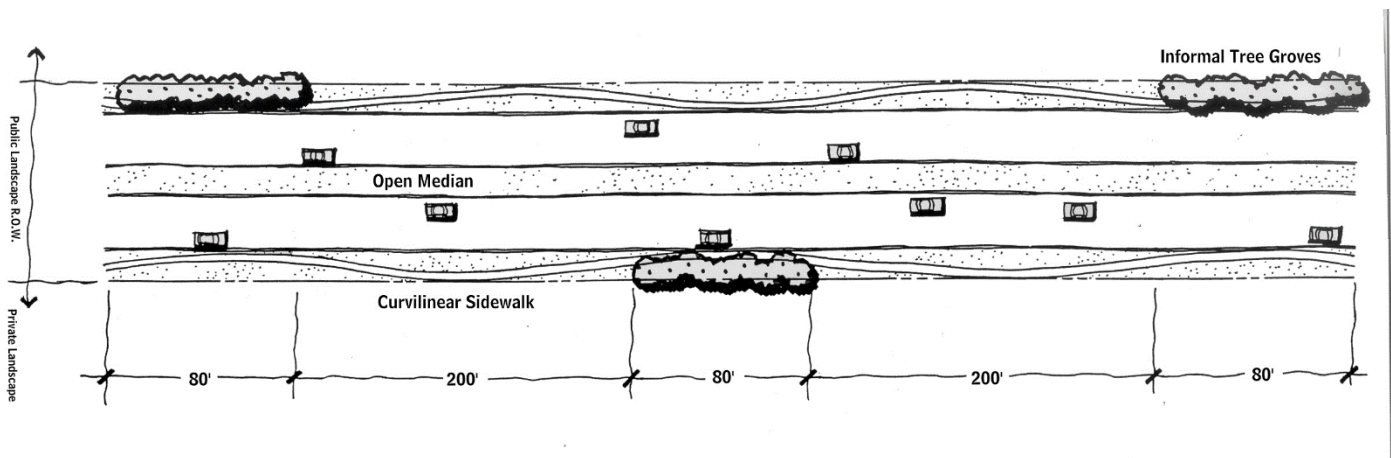
The District Arterial Landscape is appropriate on the following roads:

Lakeside Business District:

- Gerault Road
- Garden Ridge Road
- Spinks Road

Denton Creek District:

- New arterial between new I-35W / FM1171 arterial and US 377



District arterial landscape in the public right-of-way typical plan

District Arterial: Public Landscape within the right of way parkway

- This approach is appropriate when utilities are located under the street or the median, and do not infringe upon the ability to provide the planting indicated within the parkway.
- Tree groves of 80' in length spaced 480' apart with an alternating pattern across the street.
- Trees are to be a large deciduous tree species type from the approved Town of Flower Mound R.O.W. & Median Tree Plant List.
- For Denton Creek District:
 - A curvilinear sidewalk with large tangent curves with no less than 400' tangent intersection points, within the public right-of-way.
- For Lakeside Business District:
 - Sidewalks should be integrated into the landscaping in the public right-of-way.

Planting layout is to be informal, random tree placement.

- Tree groves are defined as a group of trees that consist of the same species.
- Placement of driveway curb cuts should be in accordance with the Town's Engineering Standards. When there are conflicts between driveway locations and the landscape guidelines, the planting should be adjusted, but follow the intent of the guidelines as closely as possible.



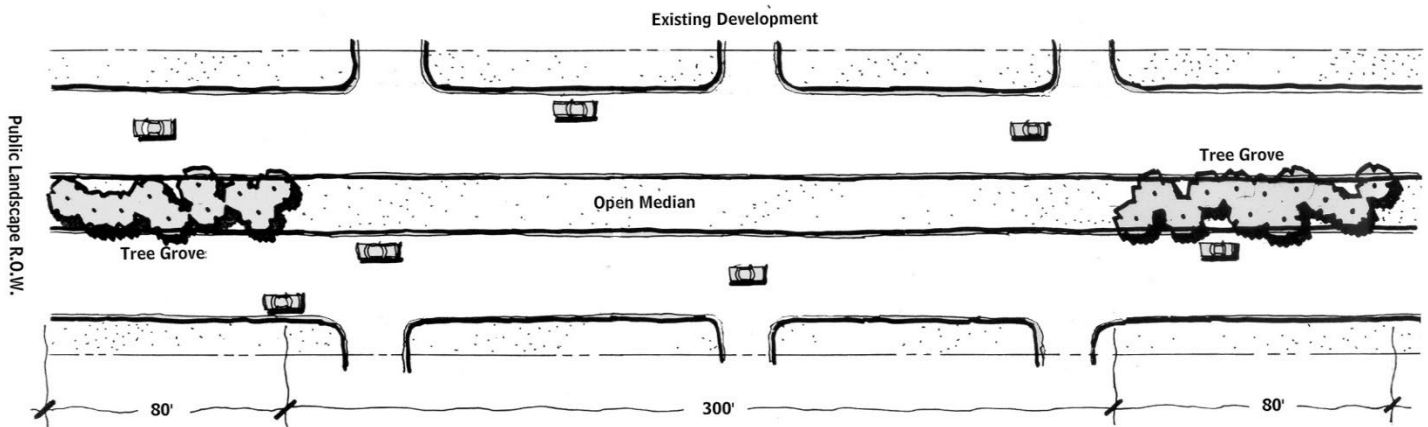
Example of informal public district arterial landscape in the right-of-way



Example of informal public district arterial landscape in the right-of-way

District Arterial: Public Landscape within the median

- This approach is appropriate when utilities are located under the parkway, and infringe upon the ability to provide the landscape within the parkway.
- Tree Groves of 80' in length spaced 480' apart.
- Trees are to be a large deciduous tree species type from the approved Town of Flower Mound R.O.W. & Median Tree Plant List.
- Planting layout is to be informal, random tree placement.
- Tree groves are defined as a group of trees that consist of the same species.
- For Denton Creek District:
 - A curvilinear sidewalk with large tangent curves with no less than 400' tangent intersection points, within the public right-of-way.
- For Lakeside Business District:
 - Sidewalks should be integrated into the landscaping in the public right-of-way parkway.



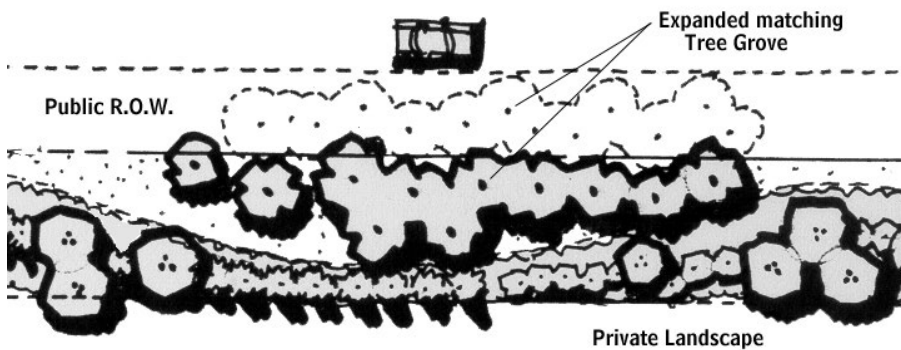
District arterial landscape in the median typical plan

District Arterial: Private Street Yard Area Landscape

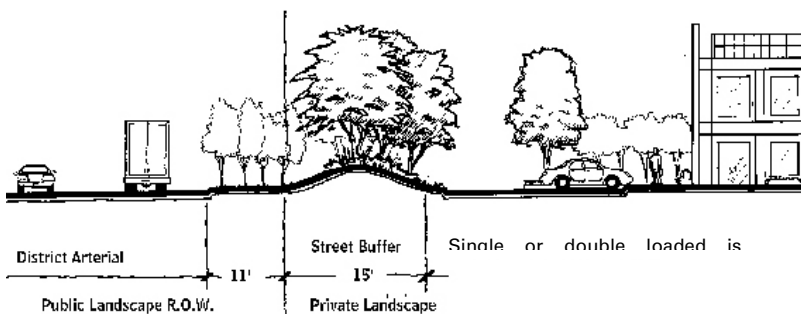
- Landscape Street Buffer planting located adjacent to the ROW/ Property line back into private property to a width of 15'.
- Planting layouts should be informal with a curvilinear planting edge.
- Improvements include landscaping and/or earthen berms, to a height of three feet maximum to screen surface parking in accordance with the Town's Land Development Regulations.

A double loaded parking bay is acceptable in the street yard area if the building setback exceeds the 60' Land Development Regulations minimum.

- Implementation will be provided at the time of development by private developer.



District Arterial Street Buffer Typical Plan



15' wide street buffer typical section

District Arterial: Compatibility buffer on the south side of Spinks Road

- A 25' minimum street buffer and landscape screen is required along the south side of Spinks Road for Commercial /Industrial development, including berms and shrubs for complete visual screening from the residential neighborhoods on the north side of Spinks Road.

District Arterial: Flexibility of Private Street Yard Area Landscape

- Because of utility requirements, it is intended that the private street yard area landscape standard be flexible in its application.
- As much as five feet of the private street yard area landscape may be placed within the public right-of-way, with ten feet being on the private property.
- Alternately, as much as 10 ft. of the private street yard area landscape may be placed within the public right-of-way, with five feet being on the private property.
- Alternately, all 15' may be on private property next to parking.
- If any of the private street yard area landscape is placed within the public right of way, a public access easement is to be granted to the Town, at the Town's discretion.

District Arterial: Sidewalks

- Sidewalks are required by the Land Development Regulations, in addition to the landscape street buffer.
- Implementation will be provided at the time of development by the developer.
- Denton Creek District:
 - Sidewalks should be curvilinear and integrated with the public landscape and the private landscape buffer.
- Lakeside Business District:
 - Sidewalks should be integrated with the public landscape and the private landscape buffer.

District Arterial: Parking

- Parking shall be allowed in the front, side and rear yards of buildings.
- Parking in the front yards shall be a maximum double loaded configuration with a single travel lane.
- Private landscape planting, topography and/or landform features shall reasonably screen the parking from view of the District Arterial.
- Shade Trees are required in accordance with the Land Development Regulations.



Landscape screening of parking example

District Arterial: Vehicular Entrances from Arterials

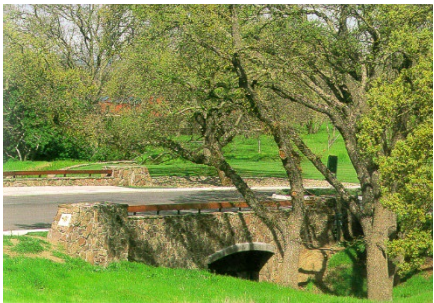
- Divided Entries shall have a 6' minimum width highly landscaped median to improve traffic safety.
- Sight distances and visibility at driveway intersections must be in accordance with the Land Development Regulations.
- Planting layout to be informal and utilize small flowering trees and shrubs.
- Access to provide opportunities for shared access to aid in traffic management.
- Signage if utilized, shall conform to the Land Development Regulations, be monument signs, and be set back from street enough to allow for driver visibility.



Signage in the divided median example

District Arterial Bridges

- Vehicular bridges for District Arterials should have a special treatment design and materials enhancement beyond standard bridge construction.
- The treatments should include railing and abutment designs that increase their civic character and reflection of the Town's community character.
- These bridge enhancements can be adapted to existing structures or completed with new construction.
- Bridges are to incorporate sidewalk access to provide pedestrian continuity, as appropriate.



District arterial bridge enhancement



District arterial bridge enhancement

Lakeside Business/Denton Creek Street Lighting

- The street lighting standard and fixture on Town Entrance and District Arterial streets should be selected by the Town as a distinctive lighting element for these districts.



Example of Lakeside/Denton Creek Town Entrance and District Arterial light fixture

Architectural Impact Zone

The land in this zone in the Lakeside Business District is highly visible from northbound traffic on International Parkway as it enters Flower Mound. Because of the prominence of this site, and its significance to the Town's entry, buildings in this zone as seen from International Parkway should be designed with particular attention to architectural quality and features.

Architectural Impact Zone: architectural elements visible from International Parkway

- Industrial buildings are not precluded from this zone.
- Facades and elevations seen from International Parkway should be of significantly higher architectural quality than is generally associated with industrial buildings.
- Mechanical systems in this zone should be 100% screened from view from the International Parkway public right of way.



Example of industrial building with high architectural quality facade



Example of industrial building with high architectural quality facade

3. Internalized Service Areas

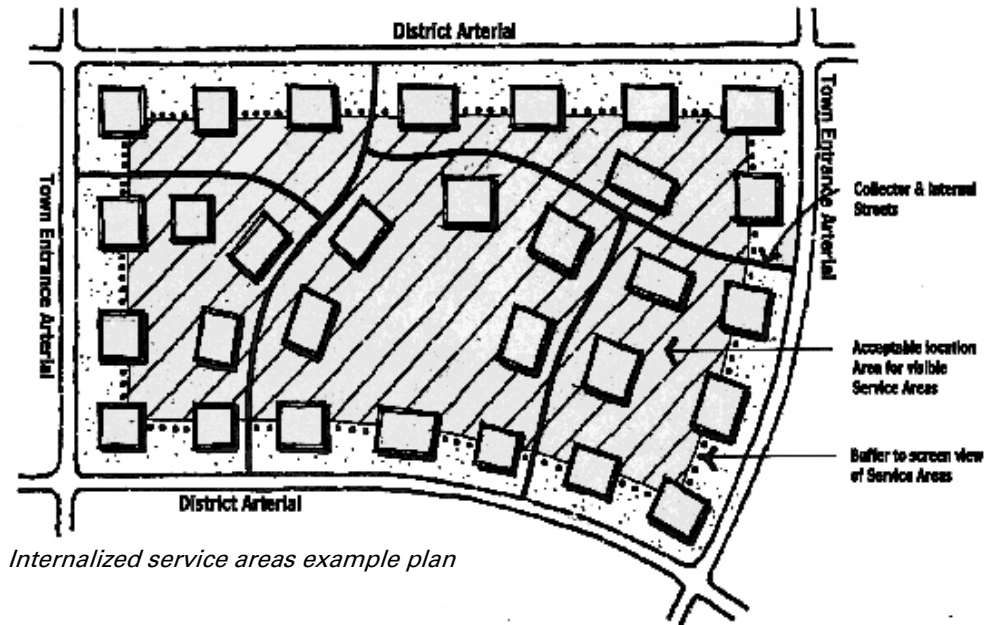
- Service areas such as truck docks, layout or storage yards, utility components, trash handling and similar unsightly elements that are essential to appropriate commercial and industrial uses should be planned for locations internal to the development areas bounded by Town Entrance arterials and District arterials.
- Such service uses should not be visible from the Town Entrance arterial and District arterial streets.
- Screening should be by planting, landforms or walls, as described under District Landscape Street Buffers.

In the Lakeside Business District, the Town Entrance arterials and District arterials include:

- International Parkway (FM 2499)
- Gerault Road
- Lakeside Parkway
- Spinks Road
- Garden Ridge Road

In the Denton Creek District, the Town Entrance arterials and District arterials include:

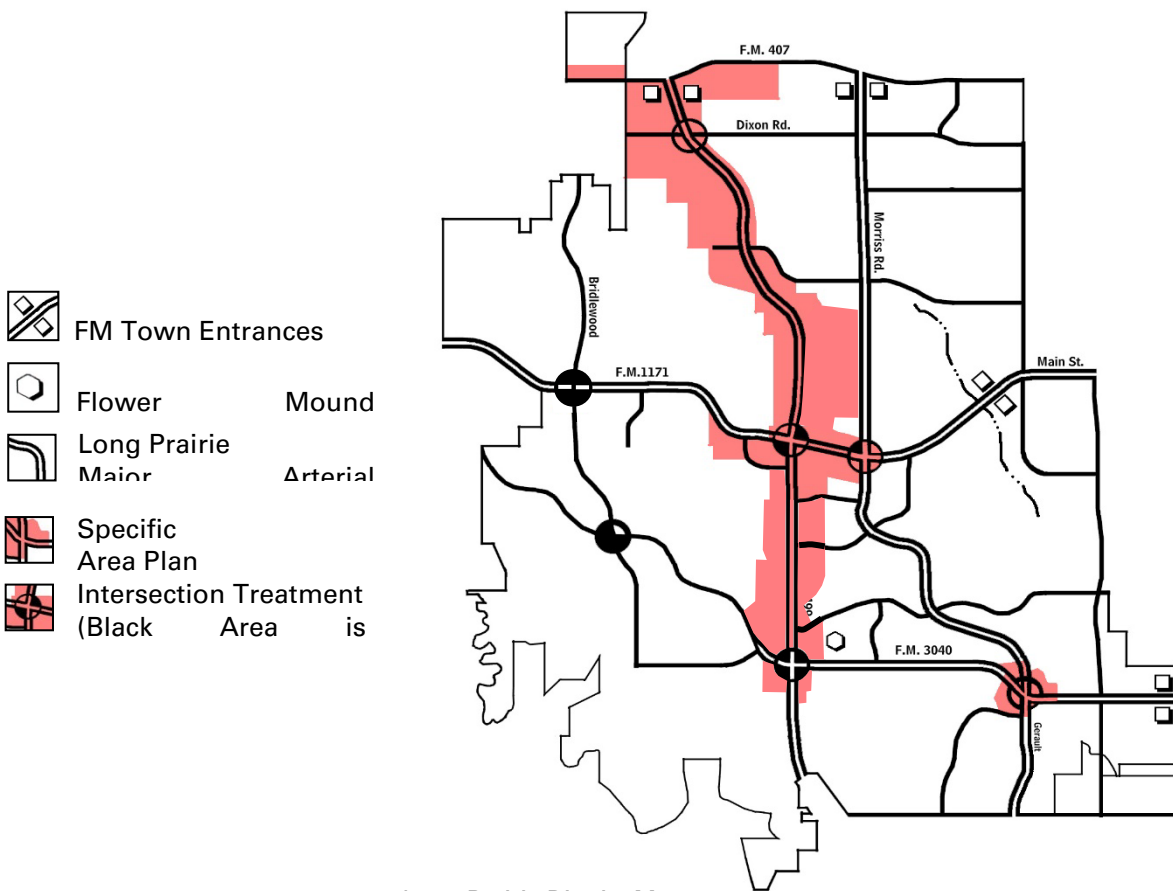
- FM 1171
- US 377
- the new arterial from I-35W to FM 1171
- the arterial between the new I-35W/FM 1171 arterial and US 377



Long Prairie District

The Long Prairie District is located in the northern and eastern most areas of Flower Mound. This district is primarily developed with suburban residential and commercial land uses. This district provides many of the commercial and employment opportunities in current Flower Mound. FM 1171, FM 3040, FM 407 and FM 2499 provide access to this district. The Urban Design Plan for the Long Prairie District emphasizes elements which will provide a relation to the rest of the Town, as well as unifying elements for Long Prairie:

- Flower Mound Town Entrances
- Major Arterial Landscape
- Flower Mound Landmarks
- Long Prairie Minor Arterial Landscape
- Intersection Treatment (Black Area is developed)



Long Prairie District Map

**Please see the Town's Median and Right of Way Design Guidelines for additional information*

The Central Business District (CBD) shall not be required to conform to the standards of this section.

Natural Landmarks

Protecting the natural landmarks which remain in the Long Prairie District will help to unify the district with the overall character of the Town through preserving remnants of the area's country atmosphere and natural environment.

1. Natural Landmarks

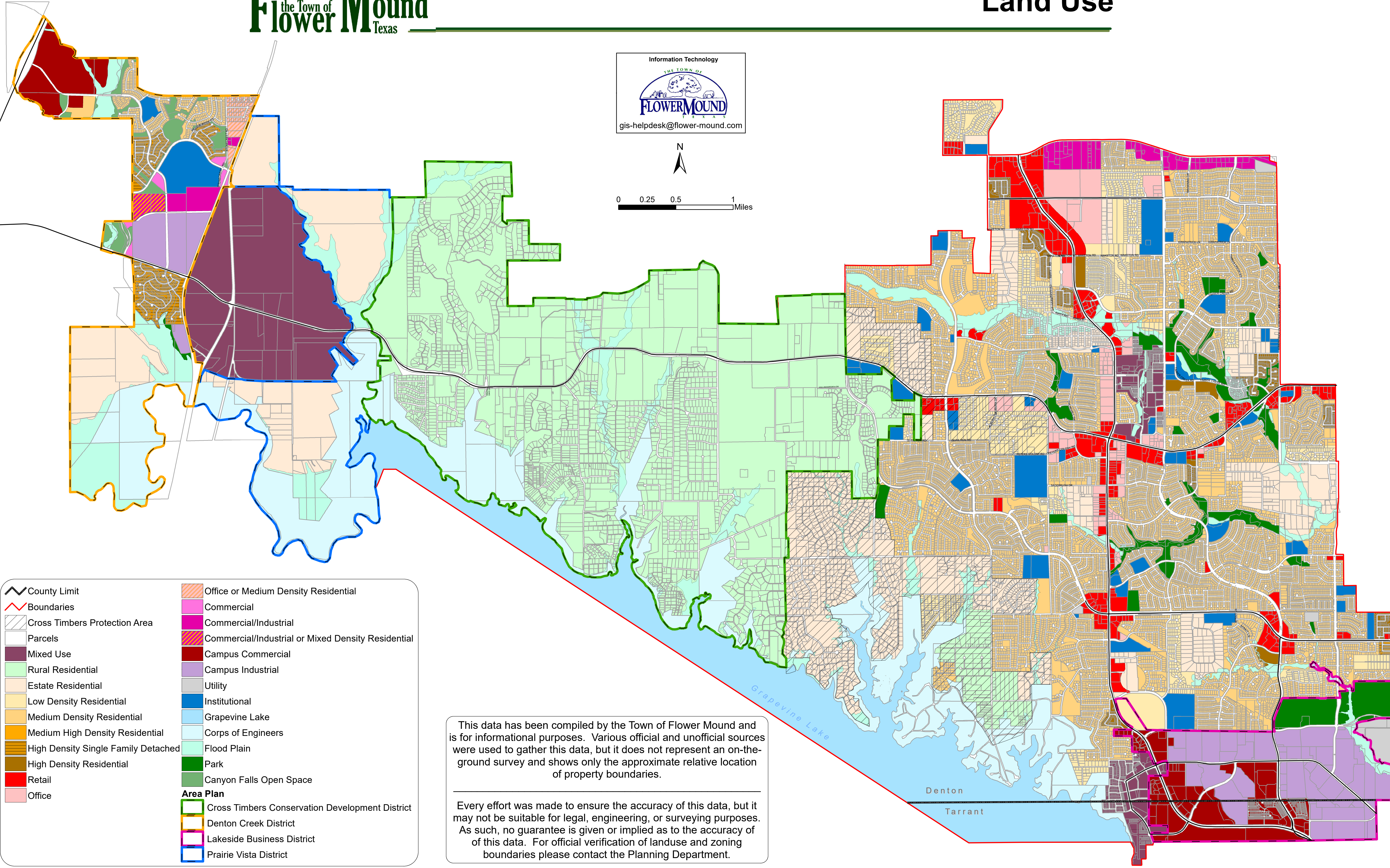
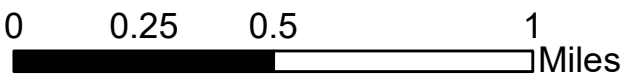
- Enhance existing natural landmark elements through providing the following: public access and/or views, parking and connections to pedestrian walkways and/or trail system.
- Natural landmarks should include; Flower Mound's Mound, specimen trees, significant earth forms and other historic or cultural elements



Landmark Tree Preservation example



Flower Mound Landmark



- County Limit
- Boundaries
- Cross Timbers Protection Area
- Parcels
- Mixed Use
- Rural Residential
- Estate Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- High Density Single Family Detached
- High Density Residential
- Retail
- Office
- Office or Medium Density Residential
- Commercial
- Commercial/Industrial
- Commercial/Industrial or Mixed Density Residential
- Campus Commercial
- Campus Industrial
- Utility
- Institutional
- Grapevine Lake
- Corps of Engineers
- Flood Plain
- Park
- Canyon Falls Open Space
- Area Plan**
- Cross Timbers Conservation Development District
- Denton Creek District
- Lakeside Business District
- Prairie Vista District

This data has been compiled by the Town of Flower Mound and is for informational purposes. Various official and unofficial sources were used to gather this data, but it does not represent an on-the-ground survey and shows only the approximate relative location of property boundaries.

Every effort was made to ensure the accuracy of this data, but it may not be suitable for legal, engineering, or surveying purposes. As such, no guarantee is given or implied as to the accuracy of of this data. For official verification of landuse and zoning boundaries please contact the Planning Department.



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: November 7, 2022

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR22-0002 – Cross Timbers Conservation Development District Update) by amending Chapter 98 “Zoning,” of the Town's Code of Ordinances to amend conservation development standards within the Cross Timbers Conservation Development District. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 10, 2022, meeting. The Town Council postponed this item to a date certain by a vote of 4 to 0 at its October 17, 2022, meeting.*)**

SUMMARY DATA: This Town-initiated item proposes to amend the Town's Land Development Regulations by updating and introducing language related to development standards for the Cross Timbers Conservation Development District. The proposed amendment focuses on elements related to conservation development such as density, minimum lot size, open space characteristics, landscaping, and buffers.

BACKGROUND INFORMATION: Town Council was provided with an overview of the CTCDD and the three primary development patterns during the 2021 Strategic Planning Session (SPS). Following the presentation, Council's discussion led to the call for a future work session. Since then, several work sessions and public input opportunities have taken place. Following these opportunities, and the 2022 SPS, Council signaled for the item to be reviewed by the Planning and Zoning Commission for recommendations. The Commission held a work session on this topic during their August 29, 2022, meeting, and staff incorporated the recommendations from the work session into the draft documents that were presented during the regular item discussion on October 10, 2022.

Below is the link for the Planning and Zoning Commission (P&Z) report and backup for this item. During P&Z deliberation, there was discussion on the importance of emphasizing tree preservation within designated open spaces and the limitations of conservation efforts within utility easements. The Commission recommended approval with the incorporation of additional language prioritizing tree preservation and removing any acreage in dedicated and maintained, but unimproved, utility easements from counting toward open space calculations. These changes are reflected in the draft ordinance.

To learn more about the CTCDD Update process to date, visit <https://www.flower-mound.com/2148/2022-CTCDD-Review>.

ATTACHMENTS:

1. Draft Ordinance
2. [Planning and Zoning Commission Staff Report Link](#)

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

DRAFT MOTION: Move to approve as presented in the agenda caption.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 98, "ZONING," OF THE TOWN'S CODE OF ORDINANCES, TO AMEND CONSERVATION DEVELOPMENT STANDARDS RELATED TO THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Chapter 98, "Zoning," of Subpart B, "Land Development Regulations," of the Town of Flower Mound Code of Ordinances, as amended; and,

WHEREAS, the Town Council finds and determines that it is necessary to amend various development standards related to conservation development after reviewing findings from the Cross Timbers Conservation Development District ("CTCDD") 2022 update effort initiated by Town Council at their January 18, 2022 regular meeting; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on October 10, 2022, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on October 17, 2022, with respect to the amendments described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Land Development Regulations amendment; and,

WHEREAS, the Town Council finds that the amendments to Chapter 98 as outlined herein are in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public;

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

SECTION 1

Portions of Section 98-167, "Conservation development," of Subdivision G, "Community Character," of Division 4, "Criteria Categories and Applications," of Article II, "Smartgrowth Program," of Chapter 98, "Zoning," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 98-167. – Conservation development.

- (a) No development application or project shall be approved for a conservation development unless it complies with applicable requirements set forth in the land development code for a conservation development within an A agricultural district or SF-E single-family estate district.

***"

SECTION 2

Section 98-271, "Purpose and intent," of Division 3, "A agricultural district, conservation district, and rural development," of Article III, "District regulations," of Chapter 98, "Zoning," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 98-271. Purpose and intent.

The A agricultural district is designed primarily for agricultural uses and for single-family detached development. It is intended for areas designated as "rural residential" land use or within the "Cross Timbers Conservation Development District" area on the land use map of the comprehensive master plan, as amended. In addition to the use and area regulations of this division, development in the A agricultural district must be in compliance with all other applicable provisions of this chapter."

SECTION 3

Portions of Section 98-276, "Minimum dimensions," of Division 3, "A, agricultural district, conservation district, and rural development," of Article III, "District regulations," of Chapter 98, "Zoning," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 98-276. – Minimum dimensions.

- (a) *Minimum lot area per dwelling.* The minimum lot area per dwelling unit for residence uses in the A agricultural district shall be two acres or 87,120 square feet, unless otherwise provided by section 98-277.
- (b) *Minimum lot width.* The minimum lot width for residential uses in the A agricultural district shall be 200 feet, unless otherwise provided by section 98-277, subject to section 98-1024.

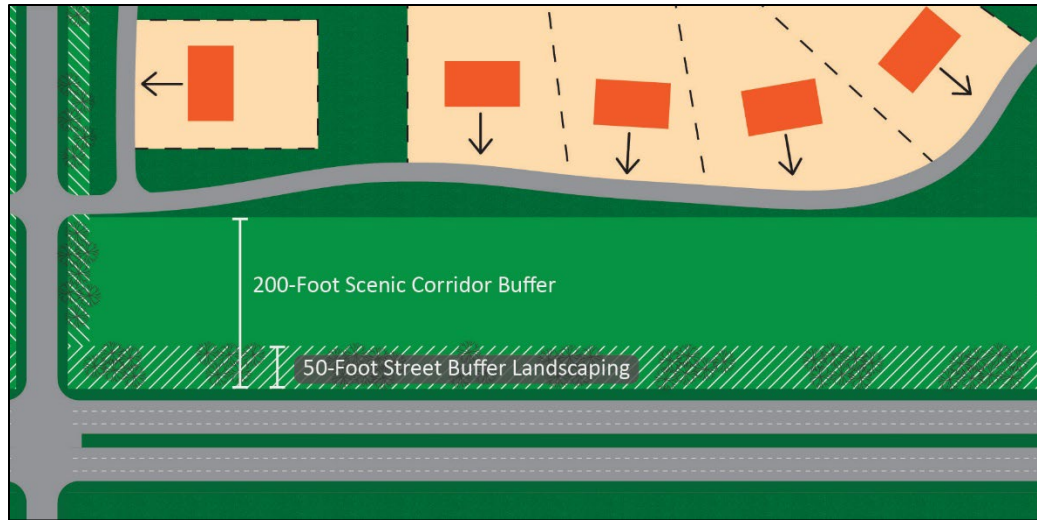
***"

SECTION 4

Section 98-277, "Conservation development option and standards," of Division 3, "A, agricultural district, conservation district, and rural development," of Article III, "District regulations," of Chapter 98, "Zoning," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended in its entirety to read as follows:

"Sec. 98-277. – Conservation development options and standards.

- (a) *Purpose and definition.* The following standards and conditions shall apply to any proposed conservation development in the A agricultural district as part of a planned development application, and its associated uses. The term "conservation development" means a residential development project in which dwelling units are constructed on smaller lots than otherwise permitted by the A agricultural district, for the purpose of preserving open space or natural lands as an integral component of the development.
- (b) *Development standards.* This subsection describes standards related to lot size, lot width, and project density.
 - (1) *Project density.* The maximum allowable residential density for a conservation development project shall be one unit per two acres.
 - (2) *Minimum land area per dwelling unit.* The minimum land area per dwelling unit for residential uses shall be 0.75 acres or 32,670 square feet.
 - a. *Lot size variety.* No less than 25 percent of the proposed lots in a development must be at least one acre or 43,560 square feet in size.
 - (3) *Minimum lot width.* The minimum lot width for residential uses shall be 150 feet, subject to section 98-1024.
 - (4) *Street buffer yard.* Development must comply with sections 82-241 and 94-62.
 - a. *Trees.* The number of trees required must comply with section 82-242; the placement of trees must comply with section 94-62.
 - (5) *Scenic corridor buffer.* A 200-foot scenic corridor buffer is required along the scenic roadway. The required street buffer yard may be used to partially satisfy this requirement.
 - (6) *Illustration.*



(c) *Open space standards.* This subsection describes standards for dedication of land for and improvement of public and private open space for conservation development projects.

(1) *Preservation of natural features.*

- a. Preservation of the following areas shall be prioritized and counted toward fulfillment of open space requirements.
 - i. Development must be designed and sited to preserve and protect the 100-year floodplain, consistent with applicable provisions of this chapter.
 - ii. Significant stands of native trees and any other areas of substantial vegetation should be preserved and protected from alteration or destruction. The establishment of new vegetative communities is encouraged.
 - iii. All other significant natural features should be preserved and, where necessary, protected by setbacks from development.
- b. *Minimum project open space.* Applications for a conservation development must propose an appropriate percentage of open space based on the character of natural features of the site. In no instance shall the percentage be less than 45 percent of the gross project area.
- c. *Open space dedication.* In meeting requirements for open space, the developer must dedicate land or convey open space using one of the following methods.
 - i. *Conservation easement.* Land must be held within a conservation easement by a qualified nonprofit entity or organization that manages open space, such as a land trust, or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended.
 - ii. *Homeowners' association.* Conserved land conveyed as open

space must be platted into an x lot and be maintained by the homeowner's association.

- iii. *Dedicated to governmental entity.* Land proposed to be used as parkland must be approved and accepted by the Town.
 - d. *Open space design and improvements.* The design and improvements of open space shall be in accordance with the following standards. These standards may be supplemented by administrative guidelines.
 - i. For land to be considered open space, the following must be met.
 - 1. *Minimum area.* Must be equal to or greater than 15,000 square feet or one percent of the project's gross area, whichever is greater.
 - 2. *Minimum width.* Must not have a width or length less than 40 feet.
 - 3. *Utility easements.* Utility easements shall be counted toward open space if a trail and/or appropriate amenity is proposed, or if vegetation within the utility easement is native and not required to be manicured.
 - ii. Open spaces in a conservation development must be linked to any existing and planned public open space and conserved areas to provide an overall open space system within the Cross Timbers Conservation Development District.
 - 1. Eco-fringe buffers, required by subsection f below, meeting the minimum width standard used to satisfy this requirement may count toward meeting the open space requirement.
 - 2. Open spaces divided by necessary roadways, as determined by the Town Manager or their designee, shall be considered linked for the purpose of this subsection.
 - iii. Open spaces shall be arranged to maximize reasonable access, equity, and utilization for all residential lots within the proposed development.
 - e. *Trees.* Trees planted within open space areas associated with a conservation development must only include trees denoted as appropriate from section 94-68 of this Code.
 - f. *Parks.* Parks may be proposed and approved as part of a conservation development.
 - i. *Active parks.* Such parks must be limited to an area no greater than the minimum parkland area required by section 90-443.
 - 1. *Permitted parks.* Examples of appropriate active parks

include fishing piers and neighborhood playgrounds.

2. *Restricted parks.* Playing fields, motorized vehicle trails, and campgrounds are not permitted.

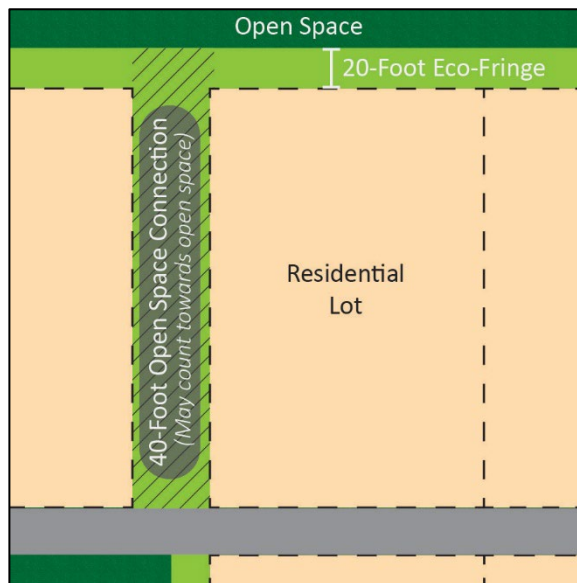
ii. *Passive parks.* Passive parks such as walking, running, and equestrian trails shall be permitted as identified on the Town's master plan, and throughout the development as appropriate. Such trails should be planned to minimize disturbances to environmentally sensitive areas.

g. *Eco-fringe buffer.* An eco-fringe buffer extending at least 20 feet from all exterior side and rear residential property lines adjacent to open spaces is required.

i. The eco-fringe buffer shall not count toward meeting open space requirements, unless otherwise provided by subsection d. above.

ii. Maintenance for eco-fringe buffers must be documented within the required open space management plan, subject to subsection h. of this section below.

iii. Illustration.



(d) *Project design.*

(1) The intent of the following regulations is to encourage outstanding project design for conservation development projects. The following standards will be used to evaluate project design:

a. The arrangement of all uses and improvements should reflect the natural capabilities and limitations of the site, as well as the characteristics and limitations of adjacent property.

b. Development must be compatible with the immediate environment of the site and neighborhood relative to existing adjacent residential

densities unless otherwise buffered in an acceptable manner; scale, bulk, and building height; historical character; and disposition and orientation of buildings on the lot.

- c. Buildings, roadways, open space, and landscaping must be:
 - i. Designed and arranged to produce an efficient, functionally organized, and cohesive development;
 - ii. In favorable relationship to the existing natural topography, bodies of water, exposure to sunlight and wind, and view corridors; and
 - iii. Designed and arranged to maximize the opportunity for privacy by the residents of the project and surrounding areas.
- d. Building sites must be located to minimize their impact on view corridors.
 - i. To protect the integrity of the view corridors and the scenic corridor buffer, homes closest to the scenic roadway or a country roadway should face toward either roadway so that the rear side of homes is not visible.

(e) *Outdoor lighting.* New residential subdivisions with five or more buildable lots within the Cross Timbers Conservation Development District must comply with the following outdoor lighting standards.

- (1) *Applicability.* The following standards do not apply to lighting on residential lots.
- (2) New public outdoor lighting, including street lighting, must make use of timers, dimmers, motion sensors, or other adaptive controls, and must be substantially dimmed or extinguished by 11:00 p.m., unless public safety concerns demand otherwise, as determined by Town Council.
- (3) Lighting for public and private outdoor facilities must be shielded such that no light-emitting part of fixtures is visible from any other property.
- (4) Outdoor lighting fixtures using lamps or bulbs, regardless of the number of bulbs and level of initial lamp lumens, must not exceed 3,000 kelvins and meet the following:
 - a. If the initial lamp lumens are equal to or greater than 1,500, the fixture must be fully shielded. No shielding is required for fixtures with an initial lamp lumens less than 1,500.
 - b. Outdoor lighting fixtures must be sufficiently shielded and aimed such that spillage of light onto adjacent properties is minimized and glare from the light emitting and/or reflecting parts of a luminaire is not visible from an adjacent property.
 - c. Sag-lens, drop-lens, searchlights, beacons, laser sources, and mercury vapor fixtures are prohibited.
 - d. Outdoor uplighting is prohibited, except in cases where the fixture is

shielded by a roof overhang or similar structural shield that will not cause light to extend beyond the structural shield.

- (f) *Subdivision entry and signage.* Applications for a conservation development must include design standards for subdivision entries and signage. The design should include elements of wood, stone or rock, and integrate fencing complying with section 98-1143(b).
 - (1) *Maximum height.* Subdivision entries shall not exceed 12 feet in height.
 - (2) *Maximum sign face.* Subdivision entry sign faces shall not exceed 60 square feet.
 - (3) *Exception.* The Town Council may grant an exception to the subdivision entry and signage standards contained in this subsection, provided that the proposed modification conforms with the vision of the CTCDD area plan.
- (g) *Scenic roadway and country roadway fencing.* Fencing along the scenic roadway and country roadways must comply with section 98-1143(b).
- (h) *Open space management plan.* An open space management plan must accompany all zoning applications for a conservation development and be reviewed yearly by the Environmental Conservation Commission. The plan must include the following:
 - (1) Conceptual landscaping associated with the applicant's zoning application that complies with the town's concept landscape plan requirements.
 - (2) Location, description, and size of all open spaces.
 - (3) Location and description of natural features listed in section 90-449(f) as well as any such features identified in the environmentally sensitive area survey required by the Town's SMARTGrowth program.
 - (4) Location and preliminary design details of all proposed open space amenities.
 - (5) A summary of the perpetual maintenance proposed for each open space area, which must be feasible and appropriate.
 - (6) Phasing and location of the open space associated with the overall development and the open space associated with, and integral to, specific bona fide agricultural buildings.
- (i) *Enhanced public notification.* The approval of a planned development application for a conservation development is required to complete the following:
 - (1) An initial meeting must be coordinated by the property owner, or their designee, with all interested parties prior to submitting a planned development application.
 - a. The property owner or their designee must present plans to adjacent property owners, and homeowner associations of adjacent properties, for comment and input.
 - (2) A second meeting with interested parties must be held prior to the Planning and Zoning Commission public hearing to ensure the agenda item will

reflect any consensus reached by the group.

- (j) *Alternative proposals and variation from requirements.* The performance standards for conservation development projects contained in this section are considered to be the minimum standards necessary for approval. It is recognized, however, that project size, location, and design may necessitate a different arrangement or distribution of open space or buffers than are envisioned in the regulations of this section, and that different amenities than those specified in this section may become valuable options. Consequently, an applicant for a conservation development project may submit an alternative proposal with corresponding variations in the standards applicable to such a development, which alternative shall be evaluated and action taken thereon in accordance with the procedures contained in this chapter; provided, however, that the following limitations apply:
 - (1) No variations will be granted from the allowed residential densities for conservation development projects.
 - (2) The alternative proposal and variations requested shall achieve the same basic objectives as the particular standards that are to be varied.
 - (3) Where the proposal seeks to vary project size limitations, the alternative design shall be evaluated in accordance with standards applicable to larger projects.
- (k) *Conservation development incentives.* Conservation development will be considered for conservation incentives commensurate with the quality and character of the open or natural lands to be placed within a conservation easement or otherwise conserved and the extent to which the conserved land contributes to the preservation of the Cross Timbers Conservation Development District's country character, including its open, natural, scenic, and ecological values.
 - (1) Incentives will be considered on a project-by-project basis and will be approved by the Town Council only after community input and public hearing. Such incentives may include, but are not limited to:
 - a. Permit fee waivers,
 - b. Up to and including 50 percent reduction in park land dedication requirements.
- (l) The purpose of this criterion is to protect the open lands, natural landscapes and ecological resources that create and define the Town's unique community character and that are essential to the accomplishment of community character, quality of life, and economic development objectives."

SECTION 5

Section 98-1143, "Perimeter and open space walls and fences," of Division 7, "Fences and walls," of Article IV, "Supplementary district regulations," of Chapter 98, "Zoning," of Subpart B, "Land Development Regulations," of the Code of Ordinances,

Town of Flower Mound, Texas, is hereby amended in its entirety to read as follows:

“Sec. 98-277. – Conservation development options and standards.

(a) *Generally.* The following standards shall apply to development not contained within the Cross Timbers Conservation Development District (CTCDD).

- (1) Subdivision perimeter fences and walls constructed adjacent and parallel to the rights-of-way of arterial and collector streets shall consist of masonry, stone, wrought-iron or tubular steel, or a combination of such materials. The fences and walls shall be a minimum of six feet in height and shall have masonry or stone columns measuring a minimum of 24 inches by 24 inches, with monolithic tops, and shall be placed a maximum of 40 feet apart on center. Vertical or horizontal spacing of members of wrought-iron or tubular steel fencing and their attachment to any column shall not allow passage of a four-inch sphere. Wrought-iron and tubular steel fencing shall be used in conjunction with, and further provide for, approved plantings from section 82-277 of this Code, "Screening plant selection list," placed three feet on center adjacent to all wrought-iron and tubular steel fencing. Such perimeter fencing shall be located within a three-foot wide fence easement dedicated to the mandatory homeowners' association for perpetual maintenance by such association. Parallel privacy fences of wood or other construction shall not be allowed between the perimeter fencing and parallel foundation lines on adjacent or contiguous lots. Notwithstanding the foregoing, wrought-iron or tubular steel fencing of a minimum of four feet in height may be allowed at the open end of cul-de-sacs and between parallel streets, provided that such fencing complies with all of the requirements contained in this section other than height.
- (2) Fences constructed adjacent and parallel to dedicated park, trail, or open space areas shall consist of wrought-iron or tubular steel. Such fences shall be a minimum of four feet in height and shall be of consistent color throughout a development. Vertical or horizontal spacing of members of wrought-iron or tubular steel fencing shall not allow passage of a four-inch sphere. Parallel privacy screening of masonry construction, not exceeding 50 percent of the lot width, shall be allowed between the wrought-iron or tubular steel fencing and parallel foundation lines on abutting lots. Approved plantings from section 82-277, screening plant selection list, shall be placed three feet on center along the entire length of that side of the masonry screening facing the wrought-iron or tubular steel fencing. Such masonry screening shall be located a minimum distance of ten feet from the wrought-iron or tubular steel fencing. Fences of wood shall not be allowed between such perimeter fencing and parallel foundation lines on adjacent or contiguous lots.
- (3) Property owners replacing existing masonry walls in neighborhoods where HOAs were not established and/or designated to provide ongoing fence/wall maintenance and that have no applicable planned development

standards, shall either match original construction materials or meet the perimeter fence standards established in section 14-542 of the Town's Code of Ordinances.

- (b) *Scenic roadway and country roadway fencing.* New fencing along the scenic roadway and country roadways within the CTCDD must be multi-railed or pipe-styled and either white, black, dark green, or an earth-tone in color. Wood stockade and masonry perimeter fencing is prohibited. However, masonry columns may be used sparingly.

SECTION 6

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 7

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

SECTION 8

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 9

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 10

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 11

This Ordinance shall be in full force and effect from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 7TH DAY OF NOVEMBER, 2022.

APPROVED:

Derek France, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: November 7, 2022

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider a request for a Comprehensive Sign Package (CSP22-0003 – Shiloh Cemetery Arch) for Shiloh Cemetery. The property is generally located north of Cross Timbers Road and west of Shiloh Road. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 24, 2022, meeting.*)**



SUMMARY DATA:

- Lot Size – Approximately 3.68 acres
- Zoning – Agricultural (A) District
- SMARTGrowth – N/A
- CSP – The purpose of the request is to obtain approval of a Comprehensive Sign Package (CSP) in order to construct an archway entrance sign along the street frontage of Cross Timbers Road for Old Shiloh Cemetery.
- Incentives – N/A

BACKGROUND INFORMATION: Below is the link for the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

1. [Planning and Zoning Commission Staff Report Link](#)

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve as presented in the agenda caption.



SCHEDULED	11/17/2022	Work Session	Hold a discussion and provide direction regarding funding options for the Tennis Center.
		Work Session	Hold a discussion and provide direction regarding updating the Community Support Funding Policy.
	11/21/2022	Consent	Placeholder: Canvass Election
		Consent	Consider approval of a Professional Services Agreement with Innovative Transportation Solutions, Inc., to provide professional transportation services in the amount of \$75,000.00 annually, with a one-year renewal option; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of naming the Wildlife Encounter Nature Trail at Heritage Park as the Gary Sims Wildlife Encounter Nature Trail.
		Consent	Annual Sidewalk Links & ADA Improvements Contract
		Consent	Consider approval of the purchase and installation of the 2022-2023 Playground Replacements project, for Cortadera Park Playground, from Whirlix Design, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$244,926.00.
		Consent	Consider approval of an amended Professional Services Contract with Promoter Line, Inc. to increase the event budget, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Control License ICS Incident Command and Control License agreement for Special Events or large-scale incidents involving Police/Fire emergency response.
		Consent	City Works Migration and Implementation Services
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on November 7, 2022.
		Presentation	Proclamation and presentation of Hometown Hero banner to Edwin Adams
		Presentation	Small Business Saturday (November 26, 2022) Proclamation

SCHEDULED	11/21/2022	Regular	Public Hearing to consider a request for a Replat (RP22-0007 – Red Bud Point, Lots 29R & 30R, Block 5, Lot 31R, Block 6) to abandon a private right-of-way and relocate a lot lines with an exception to lot width to depth ratio pursuant to Section 90-272(a), of the Code of Ordinances. The property is generally located west of Red Bud Drive and south of Crooked Lane. (PZ recommended approval/denial by a vote of 0 to 0 at its November 14, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance amending the zoning (ZPD21-0015 – Whyburn Farms) from Agricultural District (A) uses to Planned Development District No.189 (PD-189) with Single Family District-15 (SF-15), Single Family District-10 (SF-10) and Single Family District-5 (SF-5) uses, with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located east of Long Prairie Road and south of Dixon Lane. (PZ recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting.)
		Regular	Public Hearing to consider an ordinance amending the Master Plan (MPA21-0008 – Whyburn Farms) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designations from Low Density Residential, Office and Retail uses to Low Density Residential, Medium Density Residential and High Density Single Family Detached Residential uses. The property is generally located east of Long Prairie Road and south of Dixon Lane. (PZ recommended approval by a vote of 5 to 1 at its October 10, 2022, meeting.)
		Regular	Consider approval of an ordinance amending Appendix A “Fee Schedule,” to revise various fees related to the review and issuance of permits under Chapter 38 entitled “Fire Prevention and Protection,” of the Town’s Code of Ordinances.
		Regular	Consider approval of an ordinance amending Appendix A “Fee Schedule,” to revise various fees related to the review and issuance of permits under Chapter 14 entitled “Buildings and Building Regulations,” Chapter 18 entitled “Businesses,” and Chapter 34 entitled “Environment,” of the Town’s Code of Ordinances.
		Regular	Public Hearing to consider an application for a tree removal permit (TRP22-0006) for nine (9) specimen trees on property proposed for development as Whyburn Farms. The property is generally located south of Dixon Lane, north of Waketon Road, and east of Long Prairie Road. (The Environmental Conservation Commission recommended denial for specimen trees #s 652, 654, 667, 668A and 668B and approval of specimen trees #s 661, 662, 772, 779, 780, 781, 842, 851 and 853 by a vote of 4-2-0 at its October 4, 2022, meeting).
		Regular	Public Hearing to consider an ordinance amending the Town’s Code of Ordinances (LDR22-0003 – Development Fees) by amending appendix A entitled “Fee Schedule,” to update fees related to land development within the Town. (PZ recommended approval/denial by a vote of 0 to 0 at its November 14, 2022, meeting.)
	12/5/2022	Consent	FM 2499 @ FM 3040 Intersection - Construction Award

SCHEDULED	12/5/2022	Consent	Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of \$120,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a contract with TBD in the amount of TBD for reinsurance coverage for the Town's Group Health Plan.
		Consent	Hillside Lane - Design Award
		Consent	Karnes Road - Design Award
		Consent	Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2023 Independence Fest (The Parks Board recommended approval by a vote of 6 to 0 at its November 3, 2022 meeting).
		Consent	Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards. (The Parks Board recommended approval by a vote of 6 to 0 at its November 3, 2022 regular
		Presentation	Placeholder: Outstanding Citizenship Award Recognition
	12/19/2022	Consent	Annual Slurry Seal Services Contract
		Regular	Placeholder: Judge reappointment
	1/17/2023	Consent	Chinn Chapel Soccer Complex Drainage Improvements - Construction Award
		Consent	Sunrise Circle Wastewater Connection
	2/20/2023	Consent	Royal Oaks Waterline Replacement Phase I - Construction Award