

Town Council Regular Meeting



January 17, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

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.

AGENDA

A. CALL 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. PRESENTATION(S)

1. None

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 \(PDF\)](#).

- 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

Announcements from the mayor and council members

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

2. Economic Development Projects
3. Organizational Updates
4. Legislative Update

H. FUTURE AGENDA ITEM(S)

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. January 19 Work Session (Oncor transmission lines)
2. February 6 Regular Meeting
3. Discuss and consider having a Budget Priorities Work Session on Thursday, March 9 or 30.

J. CONSENT ITEM(S)

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 12/19/22 - Consider approval of the minutes from a regular meeting of the Town Council; and Crime Control and Prevention District Special meeting on December 19, 2022.
2. Consider acceptance of signers and result of Local - Consider acceptance of signers and result of Local Option Election Petition.
3. Custodial Supplies - Consider approval of Omnia Partners Contract No. R211302 (TOWN 2023-37-A) for custodial supplies, breakroom, and related products, for all Town facilities in the estimated annual amount of \$125,000.
4. Vehicle Washing Equipment Upgrade - Consider approval of the purchase of vehicle washing equipment, supplies, and service in the amount of \$50,000 from Protech Service Company, LLC through a City of Dallas contract.
5. Consider approval for Apex Flooring Services to in - Consider approval for Apex Flooring Services to install new flooring surfaces and cove base in the entry vestibule, administration offices, employee break room, childcare center, chill zone, multipurpose rooms and Studio 61 at the Community Activity Center utilizing TIPS Contract 200201 for the total amount of \$152,634.50.
6. Fire Equipment Medical Vaults - Consider approval of Knox KeySecure 5 system and MedVault 2.5 for the amount of \$31,059.49 ; and authorization for the Mayor to execute same on behalf of the Town.
7. Median Nose Marking - Consider approval of the award of Request for Bid Number 2023-4-A to the lowest responsive, responsible bidder, Professional Pavement Products, Inc., for an estimated annual expenditure of \$66,000.00 with the materials being used to mark the median noses throughout the Town; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

8. Tree Services Bid - Consider approval of the award of Best Value Bid No. 2023-12-A Tree Services to Looks Great Services of MS, Inc., and to establish an annual bid price contract for Tree Services throughout the Town in an annual estimated amount of \$50,000.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Glenwick Park Restroom - Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design services associated with the Glenwick Park Restroom Addition project, in the amount of \$69,700.00; and authorization for the Mayor to execute same on behalf of the Town.
10. Cedarcrest Water Line - Consider approval of a Professional Services Agreement with Quiddity Engineering, LLC, for the design phase services associated with the Cedarcrest Water Line project, in the amount of \$127,000.00; and authorization for the Mayor to execute same on behalf of the Town.
11. Chinn Chapel Soccer Complex - Consider approval of a Construction Agreement with RLM Earthco., for the Chinn Chapel Soccer Complex Drainage Improvements project, in the amount of \$530,511.91; and authorization for the Mayor to execute the same on behalf of the Town.
12. Recruitment Agreement - Consider approval of a recruitment agreement with Strategic Government Resources (SGR), for services related to a search for the Director of Information Technology in the amount not to exceed \$20,000; and authorize the Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

1. TRP22-0023 - Pepper Creek Ranch Addition - Public Hearing to consider an application for a tree removal permit (TRP22-0023) for one (1) specimen tree on Lot 1, Block C of the Pepper Creek Ranch Addition subdivision. The property is located at 4424 Kimball Xing. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 3, 2023, meeting).
2. Z22-0006 - Oakridge Lane - Public Hearing to consider an ordinance amending the zoning (Z22-0006- Oakridge Lane) from Interim Holding (IH) uses to Single Family District-10 (SF-10) uses. The property is generally located southwest of the intersection of Oakridge Lane and Ridgecrest Drive. (The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its January 9, 2023, meeting.)
3. Agenda Packet Content - Discuss and consider Town Council agenda packet content.

L. BOARDS/COMMISSIONS

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, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (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:

1. Consultation with Town Attorney.
 - a. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application
 - b. Housing Discrimination Complaint
 - c. La Estancia Investments, L.P., v. Town of Flower Mound
 - d. Legal issues associated with municipal boundary adjustment/annexation, and ESD and CCN service areas
2. 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.
3. 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.
4. 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) #1, TIRZ #2, PID, MMD, and MUD.
5. Annual Performance Review of Town Manager.

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

P. FUTURE ITEMS

1. Scheduled future items.

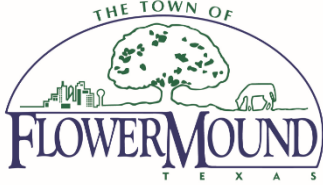
I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056

on the following date and time: January 13, 2023, at 2:45 p.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 accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

**FLOWER MOUND TOWN COUNCIL REGULAR MEETING; AND
CRIME CONTROL AND PREVENTION DISTRICT SPECIAL
MEETING**



December 19, 2022
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

DRAFT MINUTES

A. CALL TO ORDER

Mayor France called the meeting to order at 6:00 p.m. with the following members present:

Derek France, Mayor
Sandeep Sharma, Mayor Pro Tem
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember, Place 1
Brian Taylor, Councilmember, Place 3
Jim Engel, Councilmember, Place 4

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Planning Services
Chuck Jennings, Director of Parks and Recreation
Julie Taylor, Director of Treasury Operations

B. INVOCATION

Chaplain Richard Plunk gave the 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."

Mayor France led the pledges.

D. PRESENTATION(S)

No presentations.

E. PUBLIC COMMENT

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operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

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- 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

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

	Speaker name and address	Subject (as written on the form)
1.	Chris Drew, 5209 Ravine Ridge Ct	Oncor powerline project
2.	Tim Whisenant, 2300 Olympia # 1484	Regular item # 7 (opposition)
3.	Todd Bayuk, 10845 Pedernales Falls Dr	Oncor transmission line

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
 - Deputy Mayor Pro Tem Martin announced she plans to run for office in 2023
 - Councilmember Engel reported on a police department promotion ceremony he recently attended
 - Mayor France and several Councilmembers extended well wishes for the holiday season

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
No discussion.
2. Economic Development Projects
No discussion.
3. Organizational Updates
Mr. Childers reported on the following operational updates:

- Various holiday service projects that the Town's Leadership Team worked on
- Hours of operation changes starting in January at the Municipal Court and Utility Billing counters, with a shift from 7:30 a.m. to 5:00 p.m. to 8:00 a.m. and with a last customer served at 4:30 p.m.
- The Town's response during the recent storms

H. FUTURE AGENDA ITEM(S)

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).

Deputy Mayor Pro Tem Martin indicated she would like a report from DENCO 911 given the recent service issues. There was Council consensus to have the discussion.

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Tuesday, January 17

Mayor France confirmed that all members plan to be at this meeting.

J. CONSENT ITEM(S)

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 12/5 - Consider approval of the minutes from a regular meeting of the Town Council held on December 5, 2022.
2. 1st FY 22-23 Crime District Budget Amendment - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, as adopted by Resolution No. 14-22.

RESOLUTION NO. 22-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, AMENDING THE BUDGET

**FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER
30, 2023, AS ADOPTED BY RESOLUTION NO. 14-22; PROVIDING A SEVERABILITY
CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

3. 5th and Final FY 21-22 Budget Amendment - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2021, and ending on September 30, 2022, as adopted by Ordinance No. 38-21 and amended by Ordinance No. 50-21, No. 05-22, No. 22-22, and No. 38-22 for adjustments to the General Fund, Utility Fund, Hotel Occupancy Tax Fund, and Health Insurance/ Flex Account Fund.

ORDINANCE 59-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022, AS ADOPTED BY ORDINANCE NO. 38-21 AND AMENDED BY ORDINANCE NO. 50-21, NO. 05-22, NO. 22-22 and NO. 38-22, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, HOTEL OCCUPANCY TAX FUND, AND HEALTH INSURANCE/ FLEX ACCOUNT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

4. 1st FY 22-23 Budget Amendment - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2022, and ending on September 30, 2023, as adopted by Ordinance No. 45-22 for adjustments to the General Fund, Utility Fund, Stormwater Utility Fund, Library Development Fund, IRS Equitable Sharing Fund, CDBG-HUD Grant Fund, Grants Fund, Vehicle & Equipment Replacement Fund and Health Insurance/Flex Account Fund.

ORDINANCE 60-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023, AS ADOPTED BY ORDINANCE NO. 45-22, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, STORMWATER UTILITY FUND, LIBRARY DEVELOPMENT FUND, IRS EQUITABLE SHARING FUND, CDBG- HUD GRANT FUND, GRANTS FUND, VEHICLE AND EQUIPMENT REPLACEMENT FUND, AND HEALTH INSURANCE/FLEX ACCOUNT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

5. CIP Amendment No. 1 FY 2022-23 - Consider approval of Amendment No. 1 to the Fiscal Year 2022-2023 Capital Improvement Program.

6. Personnel Manual Revision - Consider approval of a revision to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 1, Section 1.11 Definitions, specifically the work week definition for firefighter shift personnel effective January 22, 2023.
7. Peters Colony Memorial Park PSA Second Amendment - Consider approval of the Second Amendment to the Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Peters Colony Memorial Park project, in the amount of \$55,040.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Glen Chester Lift Station Rehabilitation - Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Glen Chester Lift Station Rehabilitation project, in the amount of \$181,500.00; and authorization for the Mayor to execute same on behalf of the Town.
9. Gas Well Pad Site Monitoring - Consider approval of a Professional Services Agreement for monthly gas well pad site monitoring by Modern Geosciences, LLC, in the amount of \$45,000.00; and authorization for the Mayor to execute same on behalf of the Town.
10. AM Signal Contract Amendment - Consider approval to amend the estimated annual amount for the purchase of traffic analytics detection systems and other traffic related parts from \$500,000.00 to \$700,000.00 from AM Signal, through the Purchasing Cooperative of America contract.
11. PD in-car video camera purchase - Consider approval of purchase for the acquisition of Axon Fleet 3 in-car video camera products, licensing, and storage for \$65,288.08 (\$13,057.62 annually for years 1 -4 and \$13,057.60 year five over the five-year agreement); and authorization for the Mayor to execute same on behalf of the Town.
12. PD Electronic Control Devices Purchase - Consider approval of an agreement for the acquisition of Axon electric control devices (ECD or Taser) for \$33,979.20 (\$6,795.84 annually over the five-year agreement); and authorization for the Mayor to execute the same on behalf of the Town.

13. FD Vehicle Purchase - Consider approval of the purchase of a 2022 Ford F-450 Frazer Type 1 Ambulance for the Fire and Emergency Services Department from Frazer, LTD through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program in the total amount of \$399,260.00; and authorization for the Mayor to execute same on behalf of the Town.
14. Possum Park Playground Replacement - Consider approval of the purchase and installation of the 2022-2023 Playground Replacements project, for Possum Park Playground, from We Build Fun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$206,075.98.
15. Sidewalk Links - ADA Improvements - Consider approval of the award of the Sidewalk Links and ADA Improvements projects, Annual Contract Bid No. 2023-13-A to Apex Concrete Construction Inc., to establish an annual unit bid price contract for the installation of sidewalk and ADA improvements for an estimated annual amount of \$250,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve items J.1 through J.15. as presented in the agenda caption.
Councilmember Jim Engel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

K. REGULAR ITEM(S)

1. SUP22-0005 – Long Prairie Plaza Daycare - Public Hearing to consider an ordinance granting Specific Use Permit No. 482 (SUP22-0005 – Long Prairie Plaza Daycare) to permit a day care center use. The property is generally located south of Sherri Lane and east of Long Prairie Road.

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Conceptual site plan
- Waiver request
- SUP Conditions
- Site photos

- Conceptual landscape plan
- Conceptual elevations

and she responded to questions from the Council regarding:

- Roof pitch

Applicant Presentation: Jason Kilpatrick with Ridinger Associates

Mr. Kilpatrick responded to questions from the Council regarding:

- Location of dumpster
- Roof pitch
- Height difference
- What other developments are planned in the area

Mayor France opened the public hearing at 6:36 p.m. No one spoke. Mayor France closed the Public Hearing at 6:37 p.m.

There was Council discussion regarding:

- Acceptable to the roof pitch change

ACTION: Mayor Pro Tem Sharma moved to approve as presented in the agenda caption. deputy mayor pro tem martin seconded the motion.

AYES: Sandeep Sharma, Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor

NAYS: None

RESULT: 5:0

ORDINANCE NO. 61-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 482 (SUP-482) FOR A DAY CARE CENTER USE ON CERTAIN PROPERTY DESCRIBED AS 2.008 ACRES OF LAND AND BEING A PORTION OF LOT 1, BLOCK A, LONG PRAIRIE PLAZA ADDITION, AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 157 (PD-157) WITH R-2 RETAIL DISTRICT-2 USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

2. ZPD22-0005 - Roach Addition - Public Hearing to consider an ordinance for rezoning (ZPD22-0005 – Roach Addition) from Agricultural District uses and Interim Holding uses to Planned Development District No. 194 (PD-194) with Agricultural uses and with certain exceptions and modifications to the Code of Ordinances. The property is generally located north of Cross Timbers Road and west of Lusk Lane.

Mayor France opened items K.2 and K.3 at the same time.

Ms. Murphy gave a presentation for items K. 2 and 3 identifying or noting:

- General and detailed location
- Land use and zoning
- Concept plan
- Lot to lot drainage
- Front setback modification
- Site photos
- Tree survey

and she, or Mr. Dalton, responded to questions from the Council regarding:

- Tree mitigation options
- Road improvements and private versus public right of way
- Reason why coming forward as a PD
- Drainage
- Trash service and truck navigation

Applicant presentation: Doug Powell, McAdams, Lewisville, TX

Mr. Powell gave a presentation identifying or noting:

- Property overview

and he, or Mr. Joe Roach, 4993 Lusk Ln, responded to questions from Council regarding:

- Fences and mailbox location
- Width of new road
- Drainage
- Tree protection

Mayor France opened the public hearing at 6:57 p.m.

All addresses are located in Flower Mound unless otherwise indicated.

	SUPPORT	OPPOSITION:	QUESTIONS/COMMENTS ONLY
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1.	Larry Narrell, 4801 Lusk Ln	None.	None.
2.	Jody Roach, 4975 Lusk Ln		

Mayor France closed the Public Hearing at 7:00 p.m.

ACTION: Deputy Mayor Pro Tem Ann Martin moved to approve item k.2 as presented in the agenda caption. Councilmember Jim Engel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

RESULT: 5:0

ORDINANCE 62-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 12.476 ACRES OF LAND SITUATED IN THE T&P RAILROAD SURVEY, ABSTRACT NO. 1298, DENTON COUNTY, TEXAS, FROM A AGRICULTURAL DISTRICT USES AND IH INTERIM HOLDING DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT-194 (PD-194) WITH AGRICULTURAL DISTRICT (A) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

3. TRP22-0020 - Roach Addition - Public Hearing to consider an application for a tree removal permit (TRP22-0020) for one (1) specimen tree on property proposed for development as Roach Addition. The property is generally located north of Cross Timbers Road and west of Lusk Lane.

ACTION: Deputy Mayor Pro Tem Ann Martin moved to approve item K.3. as presented in the agenda caption. Councilmember Jim Engel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5:0

4. LDR22-0003 – Development Fees - Public Hearing to consider an ordinance amending the Town's Code of Ordinances (LDR22-0003 – Development Fees)

by amending Section 78-201 entitled "Application," Section 90-221 entitled "Inspection Fee," and appendix A entitled "Fee Schedule," to update fees related to land development within the Town.

Mayor France opened items 4, 5, and 6 at the same time.

Mr. Dalton gave a presentation identifying or noting:

- Background information
- Study (purpose and general process/steps)
- Adjustments based on Council direction
- Summary

Mayor France opened the Public Hearing for item K.4 at 7:08 p.m. No one spoke. Mayor France closed the Public Hearing at 7:08 p.m.

There was Council discussion regarding how these amendments were in the works for years.

ACTION:	Mayor Pro Tem Sandeep Sharma moved to approve K.4. as presented in the agenda caption. Deputy Mayor Pro Tem Ann Martin seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma
NAYS:	None
ABSTAIN:	None
RESULT:	5:0

ORDINANCE NO. 64-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 78 "ADMINISTRATION" OF THE CODE OF ORDINANCES, ARTICLE IV "AMENDMENTS," SECTION 78-201 "APPLICATION," TO REMOVE PARTIAL REFUND PROVISIONS FOR ZONING CHANGE OR AMENDMENT DISAPPROVAL; AMENDING CHAPTER 90, "SUBDIVISIONS" OF THE TOWN'S CODE OF ORDINANCES, ARTICLE V, "IMPROVEMENTS," SECTION 90-221, "INSPECTION FEE," TO REVISE THE FEE FOR THE INSPECTION OF PUBLIC INFRASTRUCTURE AND DRAINAGE, AMENDING APPENDIX A ENTITLED "FEE SCHEDULE," OF THE CODE OF ORDINANCES TO REMOVE, AMEND, OR PROVIDE FOR VARIOUS FEES RELATED TO LAND DEVELOPMENT WITHIN THE TOWN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

5. Building Fee Updates - Consider approval of an ordinance amending Appendix A "Fee Schedule," to revise 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.

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve item K.5. as presented in the agenda caption. Deputy Mayor Pro Tem Ann Martin seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5:0

ORDINANCE NO.65-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES, TO REVISE FEES RELATED TO THE REVIEW AND ISSUANCE OF PERMITS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

6. Fire Prevention Fee Updates - Consider approval of an ordinance amending Chapter 38, entitled "Fire Prevention and Protection," to revise fees related to the review and issuance of permits, and amending appendix A entitled "Fee Schedule," to eliminate conflicting fees related to Chapter 38, entitled "Fire Prevention and Protection," of the Town's Code of Ordinances.

ACTION: Mayor Pro Tem Sandeep Sharma moved to approve item K.6. as presented in the agenda caption. Deputy Mayor Pro Tem Ann Martin seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5:0

ORDINANCE NO. 66-22

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 38, OF THE CODE OF ORDINANCES, ENTITLED "FIRE PREVENTION AND PROTECTION," TO REVISE FEES RELATED TO THE REVIEW AND ISSUANCE OF PERMITS; AMENDING APPENDIX A ENTITLED "FEE SCHEDULE," OF THE CODE OF ORDINANCES TO ELIMINATE CONFLICTING FEES RELATED TO CHAPTER 38, OF THE CODE OF ORDINANCES, ENTITLED "FIRE PREVENTION AND PROTECTION," PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

7. Tennis Center - Discuss and consider tennis center, including funding options. Mr. Childers provided background information and Mr. Jennings or Ms. Taylor gave a presentation identifying or noting:

- Background information
- Grant opportunities
- Operational model
- Funding assumptions (Options 2 & 4 (\$7,500,000 Cash Contribution, combined with \$7,500,000 GO Bonds) for a total of \$11,910,000)
- Cash funding option
- Timeline
- Draft bond proposition language

and he, Mr. Childers, or Ms. Taylor responded to questions from Council regarding:

- Grants
- Public access if contracted out
- Facility use agreements with LISD
- Revenue margin
- How many events are anticipated
- What's the downside to the outsourcing opportunity
- How many residents can be accommodated during non-tournament periods, and if there is a resident preference, and if those numbers are for both tennis and pickleball
- Possibility of an incremental build (for cost savings)
- Ballot language
- Potential for TIRZ dollars
- Budget allocation opportunities
- Use of hotel taxes
- Does option 2 or 4 offer more flexibility for funding adjustments

There was Council discussion regarding funding allocations and options, as well as fund balance.

There was Council consensus to move forward, and with the majority of Councilmembers selecting option 4 (\$7,500,000 split 50/50 between I & S and 4B) and to have a ballot item come forward in the May 2023 election for the voters to decide.

L. BOARDS/COMMISSIONS

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, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Transportation Commission, and Veterans Liaison Board.
No action taken.

M. CLOSED MEETING

The Town Council convened into a closed meeting at 7:55 p.m. on December 19, 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 9:53 p.m. on December 19, 2022, to take action on the items as follows:

1. Consultation with Town Attorney.

- a. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Application

No action taken.

- b. Housing Discrimination Complaint

No action taken.

- c. La Estancia Investments, L.P., v. Town of Flower Mound

No action taken.

- d. Oncor transmission line, switch and substation projects

ACTION: Councilmember Brian Taylor moved to approve a Resolution regarding the Ramhorn Hill-Dunham 345 KV Transmission Line project to express concern about the impact it will have on Flower Mound residents and future developments, and to invite Oncor to the Flower Mound Town Council January 19 work session, and for Flower Mound staff to provide information on how residents can participate in the discussion with Oncor regarding this project. Mayor Pro Tem Sandeep Sharma seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

RESOLUTION NO. 21-22

RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, ADDRESSING THE PROPOSED ONCOR ELECTRIC DELIVERY COMPANY, LLC (“ONCOR”) RAMHORN HILL-DUNHAM 345 KV TRANSMISSION LINE PROJECT (“PROJECT”); EXPRESSING CONCERN OVER THE PROPOSED IMPACT OF THE PROJECT ON EXISTING NEIGHBORHOODS AND PROPOSED DEVELOPMENT PROJECTS; SEEKING A COLLABORATIVE DISCUSSION WITH ONCOR REGARDING THE PROJECT AT THE JANUARY 19TH TOWN COUNCIL WORK SESSION; DISSEMINATING INFORMATION TO THE PUBLIC REGARDING THE MANNER IN WHICH TO FORMALLY PARTICIPATE AND PROVIDE INPUT TO ONCOR REGARDING THE PROJECT ROUTING; DIRECTING THE TOWN MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO ONCOR; AND PROVIDING AN EFFECTIVE DATE.

2. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
No action taken.
3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
No action taken.
4. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, performance related to certain incentive agreements, Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, PID, MMD, and MUD.
No action taken.
5. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge, Alternate Judge, and Associate Judge.

ACTION: Mayor Pro Tem Sandeep Sharma moved to reappoint Municipal Judge Jeff Tasker as discussed in closed session for the period of January 1, 2023 to December 31, 2024. Councilmember Jim Engel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Sandeep Sharma

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

**ORDINANCE 63-22
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER**

MOUND, TEXAS REAPPOINTING THE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Mayor France adjourned the meeting at 9:55 p.m. on Monday, December 19, 2022 and all were in favor.

P. FUTURE AGENDA

1. Future Agenda



TOWN COUNCIL AGENDA J.2. CONSENT ITEM(S)

DATE: January 17, 2023
FROM: Theresa Scott, Town Secretary
ITEM: Consider acceptance of signers and result of Local Option Election Petition.

BACKGROUND: On October 14, 2022, the Town Secretary's Office received an Application For a Local Option Election Petition (Petition) to legalize the sale of liquor in Flower Mound from Gary Toretti. Proof of publication regarding the Petition was provided with the publication dates between 10/5 - 10/14/2022.

The petition was issued on October 21, 2022, and in accordance with state law, 9,709 signatures were needed within 60 days to move forward with next steps. The petition was returned to the Town Secretary's Office on January 4, 2023. A total of 1,443 signatures were obtained. State law requires the names of all signers to be included in the Town Council minutes (attachment 1).

The petition did not receive the necessary signatures to proceed with next steps, therefore no action was taken and the original petition will be retained in accordance with the Town's retention schedule.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Petition Signers

DRAFT MOTION: Move to include the names of signers from the Local Option Election Petition (Legalize the sale of all alcoholic beverages for off-premise consumption only) in the Town Council meeting minutes, and in accordance with Election Code 501.033.

LOCAL OPTION ELECTION PETITION SIGNERS

*Election Code 501.033 requires the names of signers be included in the Town Council minutes.
A good faith effort was made to decipher handwriting (names) for illegible signers.*

1	Randy Pogh
2	Danny Nerren
3	Suzanne Dettling
4	Eric Kidd
5	Phillip Jones
6	Randy Whitsome
7	William McCall
8	Bonnie Palmer
9	John Palmer
10	Katherine Hefner
11	Elizabeth Soderberg
12	Brian King
13	Evan King
14	Mary Clark
15	John Merenda
16	Carla Morgan
17	Adam Newberry
18	Karen Smith
19	Don Homer
20	Lorianne Gillander
21	Joe Munoz
22	Charles Pierce
23	Dennis Bell
24	Paul J Sarlowski
25	Donald J Shelps Master Chef
26	Chris Caceauno
27	Benjamin Bumyunard
28	Michelle Morris
29	Robert Morris
30	Krista Nagan
31	Brett Nagan
32	Troy Bishop
33	Naresh Gary
34	Susan Borella
35	Phyllis Jan Go
36	Vince Gallo
37	Susan Carter
38	Lee Sullivan
39	Ashley James
40	James Engel
41	James Duffy
42	Regina Duffy
43	Jann Homer
44	Anne Horn
45	Keith Horn

46	Shane Clevange
47	John F Pearson
48	Kerstin Goodee
49	Lori Peearson
50	Karen McMicken
51	Annette Engel
52	Katina Soares
53	Tim Allen
54	Carolyn Juliano
55	Dennis Hart
56	Ashlyn Maul
57	Richard Maul
58	Dan Sutherland
59	Nancy Sutherland
60	David Batthazor
61	Barbara Wilcox
62	Jennifer Stiltner
63	Amanda Robinson
64	Chris Robinson
65	Patrick Davis
66	Paul Pest
67	Rina Clevenger
68	Jeff Stiltner
69	John Courville
70	Larry Duncan
71	Detra Roberts
72	James Watson
73	Nancy Watson
74	Chris Tennapel
75	Cameron Tennapel
76	Dyla Garrett
77	Brooklyn Garrett
78	Monica Simmons
79	Dana Taylor
80	Jay Taylor
81	Jessica Kahn
82	James Simmons
83	Amanda France
84	Cynthia Kandel
85	Jess Emerson
86	Walter Pierre
87	Jean Pierre
88	Barbara Sepalham
89	Mary McAlpin
90	Pat McAlpin
91	George Cone

LOCAL OPTION ELECTION PETITION SIGNERS

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A good faith effort was made to decipher handwriting (names) for illegible signers.

92	Marcus Mitchell
93	Suzan Mitchell
94	Grey Swecker
95	C. Artymovich
96	J. Artymovich
97	Joan Nolan
98	Steven House
99	Stephanie House
100	William Slangle
101	Natalie Gregg
102	Ed Kearny
103	Leslie Kearny
104	Chris Wesson
105	A McLaughen
106	Kevin Cummings
107	Dawn Schaap
108	Linda Abraham
109	Paul Stone
110	Jay K Hollowell
111	Alex Freeman
112	Melissa Freeman
113	Christine Reynolds
114	Robert Davis
115	Alexis Grossman
116	Jeffrey Royce
117	Don Ladehoff
118	Charles Neal
119	Sally Neal
120	Lane Kielton
121	Robert Goldberg
122	Matthew Reynolds
123	Scott Lenics
124	Treva Lemke
125	Vikram Peravali
126	Sujatha Pervali
127	Silna Mendes
128	Minou Rigby
129	Cliff Rigby
130	Carol Darby
131	Steve Darby
132	Ken Buchanan
133	Deborah Eaton
134	Paul T Eaton
135	Dominic Chao
136	Jennie Chao
137	Humberto Martinez
138	Susan Holloway
139	Samuel Snider

140	Kelly Harrington
141	Chris Cowan
142	Jolyon Leggett
143	Richard Leggett
144	Paula Leggett
145	Cecelia Noble
146	Julie Blucker
147	Garrath Blucker
148	John S Cambere
149	Steve Cambire
150	Krys Mahon
151	Sharon Linton
152	David Linton
153	S Thompson
154	Michael Koumaris
155	Sarann Nop
156	Nareth Nop
157	Mae Wolf
158	Todd Tippet
159	Lindsey Whitaker
160	Cody Whitteker
161	Laurence Zieff
162	Mike Orr
163	Tina Orr
164	Sherri Lebrede
165	Hunt Rose
166	Shaleah Rose
167	Jennifer Crenkhile
168	Marie Siebert
169	Michael Bungeri
170	Brandi Lindhof
171	Steven Lindhof
172	Zack Shephers
173	Mike Miner
174	Jennifer Vpchurch
175	Ron Smith
176	Manuel Rios
177	Pauline Speer
178	Stephen Kloesel
179	David Ama
180	Ramona Varneal
181	Susan Varney
182	Brooke Hunt
183	Thomas Morse
184	David Boswell
185	Pamela Veach
186	James Naverre
187	Patrick McGovern

LOCAL OPTION ELECTION PETITION SIGNERS

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188	Mark Segee
189	Shay Baines
190	Philip Hawes
191	Sandepp Guttikandi
192	Courtney Guttikaanda
193	Thomas Bronstad
194	Julia Bronstad
195	Mary Mielonen
196	Sarah Wilson
197	Blaine Smith
198	Maura Gast
199	Cheryl Wilton-Clark
200	Michael Wilton-Clark
201	Kim Couch
202	Jacquielynn Floyd
203	Courtney Stanaland
204	Tom Gennell
205	Rebecca Herzog
206	Ken Leban
207	Richard Larsen
208	Abeul Honn
209	Susan Steineshen
210	Synthia Warren
211	Donald Warren
212	Patricia Schulz
213	Yourgin Le
214	Charles Hubbard
215	Ann G. Martin
216	John O'Donnell
217	Kathy O'Donnell
218	Misty Maslauka
219	Karen Smith
220	Chris Butler
221	Melissa Dixon
222	Laura Patrizi
223	Eric Boller
224	Danna Tabor
225	Eric Warden
226	Rebecca Daves
227	Gary Versanteke
228	Judy Stevens
229	Nancy Cooks
230	Kathleen Wong
231	Branden Lawson
232	Glenn Redding
233	Lori Redding
234	James Nathen
235	Valerie Sikovski

236	Chester Skioski
237	Phuong Le
238	Lori Le
239	Russell Little
240	Frank Becker
241	Lisa Sherwood
242	Cari Kelly
243	Cara Marx
244	Ron Bauman
245	Kay Bauman
246	Anthony Cutler
247	Kenneth Nwusa
248	Gloria Nwdsa
249	Dave Kerr
250	Kevin Brown
251	Oliver Sanford
252	T Gill
253	Miles McClure
254	Deborah Bilnich
255	Mary Fumes
256	Derron Lax
257	Taylor Mayes
258	Joanna Dreiling
259	Stacy Largent
260	Drew Martin
261	Brooke Dooley
262	Colleen Dobbs
263	Austin Harbrecker
264	Liz D'Arcy
265	Kristin Johnson
266	James Tullos
267	Mary Fenton
268	Dana Raymond
269	Steven Buck
270	Joan Ladehoff
271	Pam Owens
272	Scott McCain
273	Ciara McMurry
274	Sam McMurry
275	Mary McMurry
276	Terry Kelly
277	John Walker
278	Mary Walker
279	Paul Jackson
280	Anna Denney
281	Kevin Foisbery
282	Maria Weber
283	Pat Master

LOCAL OPTION ELECTION PETITION SIGNERS

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284	Charles Chester
285	Jodie Desrosiers
286	Staci Wilson
287	Barbara Phillips
288	Alan Morris
289	Allison Morris
290	Andrew Baron
291	Laura M Jones
292	Krysie McDaniel
293	Brandon Fruir
294	Nicole Fruir
295	Kathy Pashak
296	Barney Pashak
297	Patrick Goradom
298	Colleen Plummer
299	Shellie Lopez
300	Cara Bailey
301	James Burns
302	Scott A Plasek
303	Michelle Dunis
304	Monique Wallace
305	Brett Hendrickson
306	Elisa Ng
307	Gregory Shawn Burton
308	James Grace
309	Linda Johnston
310	Laurie Curtiss
311	Shy Ward
312	Stephen P Miller
313	Armin Schafer
314	Sandra Thurman
315	Miles Pollok
316	Brian Lucht
317	Brian Shepard
318	Rochelle Shepard
319	Melanie Hoffman
320	Julie Durks
321	Ashley Nowlin
322	Jonathan Kuntz
323	Christopher Ray
324	Nathan Ray
325	M Jane Ruwersma
326	Charles Garalis
327	Joshua A Ketchun
328	James Dakes
329	Kimberly A Martich
330	Naz Sattaur
331	Jody Marcus

332	Susan DeVoogel
333	Barbara Nance
334	John Turner
335	Scott Nance
336	Denise Harbert
337	Daniel Gudina
338	Randy Erickson
339	Dhanashyi Kundae
340	James D Dunlap
341	Marian Pensia
342	Katrina Tiner
343	Susan D'Amatu
344	Drew Wilder
345	Tim Gilroy
346	Virginia Gilroy
347	Mary Garner
348	Sieuz Calandro
349	Jeff Grimes
350	Mark McKeehan
351	Heather McKeehan
352	Enrique Perez
353	Miriam Chiaverin
354	Russell Provust
355	Chelsea Stewart
356	Alberto Chavarrir
357	John Grabarczyk
358	Morne Herselman
359	Jouliene Herselman
360	Jone Herselman
361	Debra Dingess
362	Ralph Dingess
363	Daniel Funken
364	Andrea Funken
365	Gayle W Martin
366	Steve Martin
367	Melvin Douglas Jr.
368	Mark Littlefield
369	Kyle Schmucker
370	Nancy Davis
371	Michael D. Davis
372	Tom Shepherd
373	Syler Shepherd
374	Michael Blasios
375	Colleen Casey
376	Deren Casey
377	Mauricio Travesi

LOCAL OPTION ELECTION PETITION SIGNERS

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378	Marty R Webb
379	Magden Travesi
380	Alex Jaden
381	R. James Koester
382	Elaine H Koester
383	Kathleen Delamarter
384	Steven Delamarter
385	Andy Marks
386	Audrey Foster
387	Robert Sherwood
388	Mark Raven
389	Michelle Jensen
390	Tyler Jensen
391	Robert E Alvarado
392	Lela Dobbins
393	Melissa M Simpson
394	Peter Cola
395	Betty Bagan
396	Pat Chreene
397	Cassandra Gibson
398	Michael Gibson
399	Lisa Brauken
400	Pat Bump
401	Dianne Jackson
402	Ryan Watson
403	Grant Ford
404	James Watson
405	Inga Franklin
406	Jonni R Roesseaun
407	Wayne Bagan
408	Alexis Zynn
409	Elaine Punzer
410	Erik Norburg
411	Amy Watkins
412	Carol Caughoy
413	Adrienne Jay
414	Robert Carter
415	Mark LaVelle
416	Sebastian Fuentes
417	Chris Smith
418	Chase Hennings
419	Tammy Hennings
420	Hassan Ghanem
421	Rita Soderholm

422	Gina Lesko
423	William Watson
424	Leo Baron
425	Christopher Porter
426	Manuel Mederos
427	Robert Bauer
428	Nancy E Bauer
429	Cynthia Richards
430	Brad Richards
431	Paul DuFresne
432	Deborah DeFresne
433	Thomas Richards
434	Tracy Richards
435	Tanner Richards
436	Nanine L Martinez
437	Jose H Martinez
438	Debra Clements
439	Michelle Bellegrande
440	John Delvin
441	Yvonne Delvin
442	Katie Baumann
443	Adam McInnes
444	Aaron Starman
445	Teri Starman
446	Jeana Bollinger
447	Mia Benson
448	Scott Walter
449	Debi Hanking
450	Walter Nielhammer
451	Carrie Robinson
452	Carla Hughes
453	Kurt Hughes
454	Blake Bennoy
455	Sindhu Chinta
456	Shannon Primer
457	Loius T Shell
458	Victoria Oster
459	Patrick Lemmel
460	Derek France
461	Tim Sheahan
462	Lori Hite
463	Derek Herlhko
464	Burt Eaton
465	Phil Wiegers
466	Michelle Adams
467	Lauren Paliotta

LOCAL OPTION ELECTION PETITION SIGNERS

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468	Chris Paliotta
469	Teresa Walter
470	Darrell Pattillo
471	Leslie Morrow
472	June Shields
473	Ethan Davis
474	Joanna Davis
475	Louanna Castillo
476	Alex Saddrehghee
477	Jason Murray
478	Julie McGill
479	Mandy Hall
480	Stacy Parker
481	Larry Daniels
482	Alexander Phillip
483	Montgomery Brantley
484	Jeff Remelius
485	Shenandoah Remelius
486	Kathy Travis
487	Will Travis
488	Kelly Murray
489	Scott Murray
490	Lonelle Brantley
491	Virginia Brauch
492	Allison Ferguson
493	Shawn Lewis
494	Heather Lewis
495	H. Denise Wooten
496	Ian McAin
497	Brittany Martin
498	Michael D Dawson
499	Susan J Dawson
500	Selina McUmber
501	Michael Samuels
502	Maria Ortiz
503	Pam L Cordova
504	Lori Lewis
505	Eli Williams
506	Jonathan Ball
507	Susan Johnson
508	Chris Johnson
509	Ryan Krebs
510	Sandra Fambrough
511	John W Fambrough
512	Jason McLaughlin
513	B. Scott Kellclift

514	Martin Pennington
515	Jacob M Hilton
516	Andy Thoimpson
517	Vanessa Homellini
518	Robert Lauck
519	Chloe Lauck
520	Randal Chatman
521	Jay Dan
522	Anne Marie Burns
523	Thomas J Carroll Jr
524	Mary Kay Walker
525	Albert Walker
526	Meghan Charboneau
527	Mary E Shearer
528	Michael Shearer
529	Edgar Sierra
530	Tania Miguel
531	Bridget Siharath
532	Moukda Siharath
533	Patricia H Graves
534	Douglas Graves
535	George Nishan
536	S. Renee B Aaron
537	Belinda Rewok
538	Sharon Stanley
539	Matt O'Malley
540	Johnny Manvel
541	Gabrielle Platon
542	Rudy Pospisil
543	Rebecca Pospisil
544	Ed Baumgautner
545	Tonya Callaway
546	Allie Wedley
547	Susan Davis Small
548	Bryan Miller
549	Stephanie Miller
550	Li-Yang Ma
551	Nicole Ma
552	Chris Miles
553	Jon Chasteen
554	Michele Chasteen
555	Ruben Trujillo
556	Ida Trujillo
557	Senitra Horbrook
558	Teresa Gonzalez
559	Ruben Gonzalez

LOCAL OPTION ELECTION PETITION SIGNERS

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560	Rebekah Douglas
561	Sean Wright
562	Robin Wright
563	Gerard Tobin
564	Katherine Tobin
565	Bradley Watson
566	Kayla Watson
567	Laura Wright
568	Timothy Machelski
569	Mark Kazembry
570	Amanda Snodgrass
571	Eric Whitiker
572	Thomas Colbett
573	Patricia Albracht
574	Michael Albracht
575	Brock Albracht
576	Bob Alcorn
577	Olga Alcorn
578	Daniel Dekat
579	Chris Scandaliato
580	Laura Kruze
581	MaryLou Stanley
582	Keith Simonson
583	Luke Cambere
584	Bridget Marchetta
585	Angela Carignan
586	Lindsey Carignan
587	Ellen Lane
588	Gilberto Perez
589	Robyn Harrigan
590	Jay Shoberg
591	Tamara Gomez
592	Alfonso Gomez
593	Nancy Moser
594	Austin Watters
595	Kasey Watters
596	Leis Heronenus
597	Mary Willis
598	Warren Willis
599	Jeffrey Reed
600	Karl Smith
601	Rick Benet
602	Jane Elizabeth Classen
603	Carrie Ogulnick
604	Josh Ogulnick
605	Don Celmens

606	Roger Jarboe
607	Anja Jarboe
608	Christie Reid
609	Mikka Mielonen
610	Cole Jackson
611	Valerie Jackson
612	Roger Jamboe III
613	CharlySue Delorbe
614	Sylvia Ledezma
615	Guillermo Ledezma
616	Elaine Beards
617	Lisa Scheller
618	Jeffrey Bettes
619	Thomas Bacy
620	Nancy Bacy
621	Pamela Cosley
622	Lisa M. Knuf
623	Kristy Bettes
624	Melissa Gilleland
625	Greg Gilleland
626	Scott Morris
627	Kenneth Owens
628	Wendy Weems
629	Will Weems
630	Emily Weems
631	Sandra Weinstein
632	Samuel McGowan
633	Susan McGowan
634	Thomas Tomich
635	Julie Tomich
636	Ryan Cauvin
637	Carol Cauvin
638	Danetta Hurt- Harris
639	Sonal Santander
640	Austin Schneider
641	Susan Brookob
642	Noel Janinston
643	Brad Williams
644	Karen Jones
645	Ladis Uda Cario
646	Stephen Smith
647	Graham Moon
648	Maria Machelski
649	Leigh Harbour
650	David Wewzd
651	Raymond Henry

LOCAL OPTION ELECTION PETITION SIGNERS

Election Code 501.033 requires the names of signers be included in the Town Council minutes.

A good faith effort was made to decipher handwriting (names) for illegible signers.

652	Brad Hart
653	Pat Hickey
654	Esther Hong
655	Jimmy Hong
656	Judith A McEvoy
657	Traci Davis
658	Ruth D Bargmann
659	Stephen K Bargmann
660	Craig Goodspeed
661	Dale Harn
662	Suzie Stemick
663	Clarissa Taylor
664	Carlos Arnendarius
665	Tony Johnson
666	Cheryl Johnson
667	Marta Elrich
668	Matt Adamo
669	Yajaira Morales- Adamo
670	Jake Ortler
671	Sarah Machelski
672	Jennifer Brason
673	Hemal Shah
674	Leslie Moody
675	Dwayne Smith
676	Courtney Coon
677	Peter Yeatts
678	Terezia Barns
679	Sean Roberts
680	Robyn Roberts
681	Craig Harrison
682	Adam Nagel
683	Mike Rivera
684	Dorreen Halligon
685	Chloe Hayes
686	Everlyn Hayes
687	Avery Portz
688	Tracy Portz
689	Annette Wolfe
690	Kimberly Corthell
691	Steven P Dixon
692	Paul A Siemik
693	Eddie Florentino
694	Lillie Florentino
695	Kayna Sandoval
696	Stephen Purol
697	Corine Dudley

698	Sandy Drake
699	Jason Lane
700	Jared Lane
701	Julie Lane
702	Don Moller
703	Christopher Lindsey
704	Helene Purol
705	Burt Galora
706	Janalee Wray
707	Daniel C Ortegón
708	Gilbert Guterrez
709	Mandy Murtoff
710	Mark Neal
711	Grace Castro Andres
712	Jose P Andres
713	Kissena Sheets
714	Virginia Boyer
715	Robbie White
716	Anna R Esrada
717	Andrew D Carstensen
718	Nicholas Morales
719	Kacey Iacomin
720	John McKay
721	Aly Dailey
722	Jose Mackado
723	John DeAngelo
724	Terry Gorgawani
725	Colleen Norre
726	David Joya
727	Cooper Davis
728	Alison Richards
729	Erika Castleberg
730	Kelly W Davis
731	William McGraw
732	Dana McGraw
733	J Richards
734	A Ricahrds
735	M Paclibare
736	W Vosburg
737	Donna Camomack
738	Jim Lamb
739	Kelly Garcia
740	Kanesha Keill
741	Martin Keill
742	Kelly Spirit
743	Sarah Stevens

LOCAL OPTION ELECTION PETITION SIGNERS

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A good faith effort was made to decipher handwriting (names) for illegible signers.*

744	Darren Stevens
745	Zohaib Iman
746	Larry W Fleitman
747	Nicholas Spittmuatu
748	Sherry Henry Mc Gall
749	Dana Westmoreland
750	Clayton Flurry
751	Abigail Fleitman
752	Simon Hodgson
753	Vinay Khanduri
754	Linda Tran
755	Thanh Tran
756	Julie Spangenberger
757	John McElhannon
758	John Volker
759	Dhviel Angelina Varajas
760	Lena Gokalska
761	Rebecca G Barbaria
762	Labinot Lata
763	Grant Reeves
764	Joseph Meteger
765	Stephen Sorrells
766	Neil Brennan
767	Rachel Sparger
768	Angela Alusa
769	Tammy Theriot
770	Mike Thariot
771	Brent Pantell
772	Joann Braze
773	Brian Marrs
774	Marci Marrs
775	Jeff Hart
776	Steven Lopez
777	Paul Rothe
778	Heather Geider
779	Jon Geider
780	Jeffrey C Liven
781	Steven Cot
782	Jaime Garcia
783	Charles Morris
784	Vanessa Morris
785	Adam Morrison
786	Mikayla Moeller
787	Larry H Lester
788	Hayley Byroli
789	Rogelio Armino

790	Charla Brown
791	Shawna Rigsby
792	Mangesh L Risbud
793	Matt Brown
794	Brenda Zeptner
795	Robert B Baker
796	Suzanne Banks
797	Mark Mayer
798	M .P. Tett
799	Don Bell
800	Sabriana Bell
801	Nicole Brewer
802	G Milton Quinn
803	Beth F Jones
804	Emily Strittmatter
805	David Skelton
806	Mary Jones
807	Dennis Flores
808	Nicole Neeper
809	Michael Neeper
810	Christine Shire
811	Kelly Wallace
812	Gloria Williamson
813	O Knuvirie
814	Patrick McWimble
815	Sandra Foster Watson
816	Javier Palomarez
817	Sarah Ash
818	Randell Pallery
819	Barbara Arobelli
820	Scott Wyatt
821	Joyce Wyatt
822	David Vinson
823	Rajeanna Manross
824	Debbie Cantrell
825	Elizabeth D Hypolite
826	Reagan Watson
827	Susan Watsom
828	C Ray Watson
829	Richard Orsini
830	Charlene Orsini
831	Jeff Garrett
832	Carrie Rossi
833	Marsha Ghimiva
834	Jason Branch
835	Carol Minters

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836	Randy Feldman
837	Lisa Feldman
838	Ray Hurley
839	Samuel Nin
840	Emily Nin
841	Jane Sharer
842	Jordan Miller
843	Nathan Martinez
844	Miriam Easley
845	Jennifer Reeder
846	Nicole Crotzer
847	Tiffany Harlow
848	Jennifer VanHaasin
849	Xavier VanHassin
850	Ashley Curley
851	Brendon Bledwood
852	Josef Bablon
853	Mary Jane Howes
854	Jon K Howes
855	Patty Ante
856	Jorge E Gonzales
857	George Tinker
858	Ron Barnholl
859	Nick Lacy
860	Lance Turner
861	James Kricscion
862	Melissa Jaeger
863	Alex Jaeger
864	Scott Duvill
865	Allen Newburg
866	Dan Ferrante
867	Israel Allarado
868	Shawn Henry
869	Steve Teir
870	Robert Sheets
871	Claudette Laferney
872	Marvin Yates
873	Rachel Smith
874	James M Palmer
875	Lisa Middleton
876	JE Bair
877	Todd Bair
878	Kathy Beck
879	Michael Curtis
880	Tasha Nowacki
881	Trevor Hogoboom

882	Tom Makic
883	Tim Novacki
884	James Shomock
885	Dan Shinedling
886	Joe Donohue
887	Michael Rizk
888	Robert Cox
889	Ty Pedomquin
890	Tyler Kabelle
891	Melanie Kabelle
892	Jennifer Mazza
893	Karen Ambriati
894	Kellie Wirson
895	Emeko Onwuzintez
896	Lindsey Cope
897	Rick Cope
898	Julia De Bernando
899	Bennita Nesly
900	Christian Watson
901	Jean Aimee Patterson
902	Ted Howard
903	Stephen Dillard
904	Jameson Hannah
905	Matt Mulvney
906	Carol Sheer
907	Kanel Brazelton
908	David Wiben
909	Susan Ballezor
910	Cynthia Simpson
911	Kimberly Rosenburger
912	McKenzie Coy
913	John LaVine
914	Jaheera White
915	Roger Williams
916	H Carter
917	Tim Mishark
918	Billie Velker
919	Chris Deinhamner
920	Kristine Reigel
921	Francis Yonkers
922	Robert Taylor
923	Susan Riedy
924	Reginald Rembert
925	Ida Rembert
926	Jerome Carr
927	Mishith Meed

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928	Katie Davis
929	Joe Hernandez
930	Donna Harris
931	Karen Thornhill
932	David Thornhill
933	Rachel Massa
934	Janine Morrison
935	Ann Hathaway
936	Curtis Grant
937	Jennifer Casino
938	Robert Casino
939	William Renheart
940	Jackie Strickland
941	Gary Minor
942	Dean Sanchez
943	Emma Lewis
944	Susan Bell
945	Trent Merkel
946	Jim Randell
947	A Hammer
948	Dudan Thethuhedon
949	Kenneth White
950	Ryan Simpson
951	Heather Atkins
952	Lori Ford
953	Karl Waller
954	Regina Wallar
955	Glenna Pierce
956	Brock Laly
957	Kathy Knox
958	Jerry Knox
959	Gina Weltner
960	Caroline Bumgarner
961	Ron Huber
962	John Clinton
963	Wade Wilson
964	Katie Geurin
965	Bonnie Purser
966	Carol Koch
967	Mark Pendley
968	C.M. Tabbi
969	Tommy Weighr
970	Lawrence Smith
971	Jeff Marrs
972	Audra Gorman
973	Richard Dettunl

974	Kenneth R King
975	Michael Mahoney
976	Cathy Pedola
977	Cheryl Bible
978	Jackie Bode
979	Lorraine Gerlich
980	Tim Whisengat
981	Marcus Christensen
982	Kate Fernandez
983	Lana R Kendall
984	Ken Kendall
985	Karen Bukk
986	Vincent Rivera
987	Lynn Gabioud
988	Alex Legese
989	Stephanie Heckman
990	Rocky Sanders
991	John M Carter
992	Chris Herzberg
993	Brett Beck
994	Stephanie Beck
995	John P Heryoa
996	Ramon Cruz
997	Jennifer Carlos
998	Jolynn B Beck
999	Grace Rossi
1000	Dustin Inslo
1001	Hamid Tari
1002	Marion Thompson
1003	Linda Hogan
1004	Shelly Teddler
1005	Chelsea Lindstrom
1006	Rachel Baker
1007	Ryan Baker
1008	Mark Hogan
1009	Scott Teddler
1010	Ron Leveroch
1011	Susan Johnson
1012	Tarin Adams
1013	Cody Adams
1014	J Frank
1015	Mary M Friske
1016	Anna Emmel
1017	Jim Green
1018	Cheryl Albert
1019	Lisa McKenna

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1020	Donna Conrad
1021	Jessica Margheim
1022	Gregory Fernandez
1023	Donna L Fernandez
1024	Carmen Kaiser
1025	Teri Darius Thomas
1026	William Daly
1027	Michelle Krebs
1028	Tiffany Waisanen
1029	David Ferguson
1030	Christina Harwood
1031	Dennis Heckman
1032	Melba Clinton
1033	John B Purser JR
1034	Randy Dungan
1035	Phoebe Woods
1036	John Sullivan
1037	Sarah Pendley
1038	Marla Ware
1039	Rick Lust
1040	Denise Smith
1041	Linda Denney
1042	Kevin McKenna
1043	Carla Adams
1044	Bryan Sewell
1045	John Conrad
1046	Anthony Catale
1047	Robert J Ramay
1048	Tim Kinnard
1049	Gene Young Jr
1050	Ron A Schneiderman
1051	Douglas Bull
1052	Alexa Goodman
1053	Jeff Nelson
1054	Charles Turbevillen
1055	Amit Kelkar
1056	Jennifer Henrickson
1057	Andrew Maloney
1058	Allan Sikorski
1059	Sue Gammon
1060	Cynthia Ward
1061	Jeff Kaiser
1062	Glen Smith
1063	Joy Ashman
1064	Zachary Ashman
1065	Shawn Scott

1066	Ed Pendola
1067	P Koehl
1068	Tracy Adams
1069	Ann K Sewell
1070	John R Elling III
1071	Devin Brazzo
1072	Rolanda Kinnard
1073	Shelagh Lagere
1074	David R Castillo
1075	Jose Castillo
1076	Elsa Wilt
1077	Huanngn Yu
1078	Jon Vise
1079	Jonn Grooman
1080	Duane J Francis
1081	Jennifer Kovacs
1082	Jeffery Potter
1083	Joseph E Bider
1084	Keith Harwood
1085	Catherine Sanders
1086	Stacey Maness
1087	Scott Harwell
1088	Kyle Harwell
1089	Kendal Harwell
1090	Jodi Wesley
1091	Sushant Jain
1092	Amanda Berman
1093	Lisa Toretti
1094	Laura Bony
1095	Kathleen Schaefer
1096	Kristina Schaefer
1097	Jacqueline Gustafson
1098	Eric Gustafson
1099	Greg Hoffman
1100	Sandra J Hoffman
1101	Chris Maxson
1102	Rodney Brooker
1103	Georgian K Darell
1104	Steven A Darell
1105	Brian Reesfeld
1106	Veronica Theesfeld
1107	Kathi Feczko
1108	John Sileo
1109	Lynn Kimmel
1110	Richard Levy
1111	Donna Sileo

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1112	Gary A Toretti
1113	Samantha Wood
1114	Mark Bigelow
1115	Kenneth Luat
1116	Nicole Bazaco
1117	John Bazaco
1118	John McDermoll
1119	Daniel Berman
1120	Kenneth Cables
1121	Leo Bennalli
1122	Duane Patrick
1123	Megan Shaw Previte
1124	Jack Previte
1125	Susan Patrick
1126	Steve Rossen
1127	Brooke Rossen
1128	Katherine Lena
1129	Robert Dunn
1130	Gregory Hiso
1131	Julia Thompson
1132	Larry Thompson
1133	Layla Akiins
1134	John Akins
1135	James Morales
1136	Gil Contreas
1137	Stacey Mielock
1138	Dean Rosencrans
1139	Angela Rosencrans
1140	Matt Havren
1141	Aayush Goodapaty
1142	Jesse Dax
1143	Michele Seder
1144	Ken Seder
1145	Mary Widmann
1146	Ken Howell
1147	Nancy Howell
1148	Dianne Clark
1149	Michael Fitzsimmon
1150	Stacie Bussey
1151	Ashton Griffin
1152	Rodney Landorf
1153	Gerald Henry
1154	Sharon Salmon
1155	Ann Hasting
1156	David Burns
1157	Libby Hyland

1158	George Hiland
1159	Venrat Reddy
1160	Joe Risberg
1161	Martin Dennis
1162	Rain Reddy
1163	Mohamed Alsdridge
1164	Eric Valdivia
1165	Jennifer Robbey
1166	Vldya Reddy
1167	Sujatha Reddy
1168	Dennis Leyendecker
1169	Tahera Chowdrury
1170	Anne Levy
1171	Lauren Hughes
1172	Linda Miller
1173	Mark Gerefz
1174	Renee Stoltenberg
1175	Mark Rimbey
1176	Carol Mellerski
1177	Christopher Korotsky
1178	Michael Easley
1179	Vida Vargas
1180	Deensha Major
1181	Kevin Major
1182	Lanine Broesamle
1183	Jane Broesamle
1184	Bob Broesamle
1185	Jacob Carneau
1186	Valerie Quinn
1187	David Dick
1188	Alesia Dick
1189	Srilecha Srinivasan
1190	Bryan Mills
1191	Heeb Barreh
1192	Amanda Orshalick
1193	Joe Renno
1194	Neil Trevino
1195	Sara Hardin
1196	Page Finn
1197	Dwayne Middleton
1198	Traci Cram
1199	Pallavi Sunkaya
1200	Kris Robinson
1201	Gerald Robinson
1202	Jona Cunningham
1203	Marian Carpenter

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1204	Robert Carpenter
1205	Rebecca De Jesus
1206	Kevin Pinney
1207	Chris Rackez
1208	Mellany Lamb
1209	John Pamer
1210	Jodi Pamer
1211	Sharon Rudd
1212	Alex Hanashian
1213	Cheri Lynn Wiese
1214	Carol Braeggemann
1215	Sriniva Kobi
1216	Alicia Johnson
1217	Denise Schliep
1218	Brian Flom
1219	Cynthia Flom
1220	Curtis Morrison
1221	Marilyn Rathburn
1222	Charles Rathburn
1223	Todd Cuff
1224	C Patrick Lin
1225	RL Ruthven
1226	Guy C Tidinate
1227	Christina Whitlock
1228	Sandra Bauchlin
1229	John Cunningham
1230	Ali Rizvi
1231	Ashley Haver
1232	Gabby Wright
1233	Diane Sobnino
1234	Anthony Chavez
1235	James E Schranz
1236	Jake Nelson
1237	Sherry Purdon
1238	Elizabeth Carles
1239	Terri Halloran
1240	Virginia Shaw
1241	Cynthia Kelley
1242	Mary Bush
1243	Grady Peterson
1244	K Nelson
1245	Annette Cyr
1246	Ken Cyr
1247	Samuel Kemp
1248	Ed Nelson
1249	M Holland

1250	Darren White
1251	David Wright
1252	Sun Y Kim
1253	Mark Seeley
1254	Lataria Hider
1255	Mary Boyer
1256	David Mershon
1257	Laurie Mershon
1258	Jeanine Donahoe
1259	Jason Greenwell
1260	Patricia LaGuardia
1261	Dana Tagasmith
1262	Lee Shelley
1263	Jan Balekian
1264	Tan Culver
1265	Kevan M Prati
1266	Pamela Prati
1267	Elsie Grundtry
1268	Chuck
1269	John Burn
1270	Gloria Arzola
1271	Carmen Domingez
1272	Carlos Cabre
1273	James Cronin
1274	Scott Klingensmith
1275	Donette Shelley
1276	Connie Pompei
1277	Jorge Febles
1278	Daylen Hernandez
1279	Jeff Appinger
1280	Adam Fitzgerald
1281	Diana Fitzgerald
1282	Reagan Rosenberger
1283	Kristin Odums
1284	Alex Bartholomew
1285	Britney Cayton
1286	Don Widmann
1287	Karyn Busch
1288	Adam Busch
1289	Caitlyn Porter
1290	Dianne Taber
1291	Lauren Batdors
1292	Ranzon Sharma
1293	Ruchi Dhameja
1294	Felix A Carles
1295	Julie Hess

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1296	Gordon Shelhon
1297	Morgan Flom
1298	Joe Stockhause
1299	Elise Emberlin
1300	Kathy Stockhause
1301	Tracy Sena
1302	Ehren Sena
1303	Cindy Flom
1304	Willian St Angelo
1305	Lawrence Schafer
1306	Kathy Schafer
1307	Joseph Kim
1308	Elizabeth Hanna
1309	Michelle Leake
1310	Joshua Swanson
1311	Judy Graft
1312	Robert Waves
1313	Amber Merail
1314	Pauline Miller
1315	Anastasia Hughes
1316	Mike Robinson
1317	Kristin Stork
1318	Bailey Lewis
1319	Nancy Green
1320	J.R. Vernon
1321	Alf Laykoter
1322	Marcia May
1323	Donald May
1324	Armita Sandhu
1325	Donna Fitzgerald
1326	Steven Vaughen
1327	Calvin Knetzer
1328	Linda Sheehan
1329	Kathryn Utz
1330	Michael Honsinger
1331	Chris DeRuyscher
1332	Deena Hand
1333	Samantha Burns
1334	Anneliese Canterbury
1335	Harry D Miller
1336	Nicole A Buraglio
1337	Anthony M Buraglio
1338	Wendy Hudgens
1339	Michael Munay
1340	Michelle Hill
1341	Ed Sunderland

1342	D C Reed
1343	Shelby Lancaster
1344	David Manz
1345	Christine Payton
1346	Henryetta Saucino
1347	Viver
1348	James W West
1349	Matthew Barber
1350	Megan Duvick
1351	Sridhar Sidda
1352	Ghalamreza Mehrmanesh
1353	Thomas Comer
1354	Susan L Staley
1355	Paula L Godwin
1356	Carmen R Quilt
1357	Richard Staley
1358	Chris McCrary
1359	Ashley McCrary
1360	Tammie Riemer
1361	Troy Riemer
1362	Doug Harycki
1363	Laura Fackler
1364	Kent S Bliss
1365	John W Montgomery
1366	Randy Rudeen
1367	Sofia Caballero
1368	Gary Gulloy
1369	Mary Beth Malk
1370	Debra Bliss
1371	Toya Aggarwal
1372	Charles G Coupton Sr
1373	David Whitlock
1374	Marie Barber
1375	Kelli Scibilla
1376	Bhaskar Ravula
1377	Nadine Glaser
1378	Matt Inartino
1379	Julie Paul
1380	Kamalakar Poonuru
1381	Shawn Wyse
1382	Gary Crawford
1383	David Herrand
1384	David Patton
1385	Tayton Merger
1386	Christine Taylor
1387	Laura Ttruebengball

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1388	Alison Flener
1389	Susan Gabel
1390	Todd Bayuk
1391	Stacy Parker
1392	Doug Parker
1393	Kevyn Austin
1394	Jesse Austin
1395	Geoff Gabel
1396	Roy Seltzer
1397	Chris Ware
1398	Yvette Ware
1399	Vincent C Strong
1400	Guy Bradford
1401	Holyn Bradford
1402	K Webster
1403	Karen O'Connor
1404	Riley Webster
1405	Kimberly Anderson
1406	Tylar Trimuar
1407	Shyla Goodman
1408	Angela Hill
1409	Dawn Bradney
1410	Josh Bradney
1411	Jeff Anderson
1412	Ron Pennigton
1413	Brian Taylor
1414	Jefferey Brown
1415	Maria Herrera Brown

1416	James Hutto
1417	Lori Millard
1418	David Huls
1419	Rachel Neusehauer
1420	Emily Ahen
1421	Steve Goldsmith
1422	William Troy Lafauette
1423	Andrew Carrier
1424	Donna Hutto
1425	Jeremy Ehrhardt
1426	Juliet V Spencer
1427	Joshua Flener
1428	Kim Navarro
1429	Scott Morgan
1430	Lynne Gwinn
1431	Rita Davis
1432	William Kandel
1433	Matthew Reynolds
1434	Charles Gerald
1435	Brandon Stewart
1436	Jeff Paradowski
1437	Courtney Carrigan
1438	Karignaa Sarat
1439	Rachel Fleitman
1440	Daniel Varajas
1441	Kathy Cook
1442	K Dwight
1443	Nancy Sehranz



TOWN COUNCIL AGENDA J.3. CONSENT ITEM(S)

DATE: January 17, 2023
FROM: Katherine Gorrasi, Administrative Assistant
ITEM: **Consider approval of Omnia Partners Contract No. R211302 (TOWN 2023-37-A) for custodial supplies, breakroom, and related products, for all Town facilities in the estimated annual amount of \$125,000.**

BACKGROUND: The Facilities Management Division oversees the purchase and distribution of custodial supplies to all town facilities. The Town is now utilizing Omnia Partners for Custodial Supplies, Breakroom, and Related Products. Omnia Partners is a member of a cooperative purchasing contract. The previous contract was with Pollock Paper and has been terminated due to price increases beyond the vendors' control.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$125,000.00

Proposed Expenditure/(Revenue)
\$125,000.00

Account Number(s):
100-655-59200-2120

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Contract

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

Region 4 Education Service Center (ESC)

Contract # R211302

for

Cleaning Supplies, Breakroom and Related Products

with

Office Depot, LLC

Effective: February 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and Office Depot, LLC, effective February 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of February 1, 2022 by and between Office Depot, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Cleaning Supplies, Breakroom and Related Products ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 21-13 for Cleaning Supplies, Breakroom and Related Products ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred ninety days' (90) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

CONTRACT

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- e) Standard Cancellation. Either party may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Product availability is real time on our website. If an item is out of stock, the end-user may accept the backorder or select an alternate product. Expected delivery date for backorders can be obtained by contacting Customer Service. Additional freight charges may apply for items exceeding certain height and weight, furniture, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Office Depot shall institute a Fifty Dollar (\$50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All core price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor agrees to provide thirty (30) days' written notice and manufacturer documentation for price increases on core items. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. In the event of extenuating market conditions, Contractor reserves the right to adjust Region 4 ESC's prices commensurately. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal. Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction at the same time that a price increase is made.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all

purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC at its expense reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model if available.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Contractor will endeavor to provide thirty (30) days' notice. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Office Depot, LLC

Address 6600 North Military Trail

City/State/Zip Boca Raton, FL 33496

Telephone No. 561.438.4800

Email Address wayne.lajoie@officedepot.com

Printed Name Wayne Lajoie

Title Vice President, BSD

Authorized signature [Signature]

Accepted by Region 4 ESC:

Contract No. R211302

Initial Contract Term 02/01/2022 to 01/31/2025

[Signature: Margaret S. Bass]
 Region 4 ESC Authorized Board Member

10/26/2021

Date

Margaret S. Bass
 Print Name

[Signature: Linda F. Tinnerman]
 Region 4 ESC Authorized Board Member

10/26/2021

Date

Linda F. Tinnerman
 Print Name

a. Terms and Conditions Acceptance Form (Appendix B)

Appendix B**TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. *(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*
- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
I. SCOPE OF WORK Section 1/Page 2	General Requirements Defective Product	All defective products shall be replaced and exchanged in accordance with Office Depot's Return Policy.	Accepted
III. INSTRUCTIONS TO OFFERORS Section 22/Page	Samples	Office Depot clarifies: Depending on the product/project size, Office Depot will work directly with the manufacturers to assist the Customer in providing samples and/or	Accepted

12	Offeror certifies that all materials conform to requirements of the RFP and those required by law. Offer agrees to bear the costs for laboratory testing.	demonstration of the product. Office Depot isn't the manufacturer of the products offered; therefore we aren't able to certify the materials conform to requirements of the RFP and those required by law or bear the cost of testing. Customer will need to work with the manufacturer.	
Section 2. a) Page 13	2. a) Products/Pricing. i. Discounts should remain the same during the contract and at a minimum, the first 12 months.	Core pricing shall remain firm for ninety days. In the event of extenuating market conditions, Office Depot reserves the right to adjust Customer's prices commensurately.	Accepted
IV.EVALUATION PROCESS AND CRITERIA Section 2a./Page 15	Not to Exceed Pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted.	Change "original pricing submitted" to "current contract pricing". Office Depot also clarifies: To the extent that a lower price is granted by Vendor to a Member, such pricing shall apply to only that single order and any future pricing offers will be reviewed by Vendor, as needed, and it will be Vendor's sole decision as to whether to provide any pricing that is lower than the Not to Exceed Pricing offered in response to the RFP. In the event of extenuating market conditions, Office Depot reserves the right to adjust Customer's prices commensurately.	Accepted
IV.EVALUATION PROCESS AND CRITERIA Section 2 b/Page 15	2. b) Performance Capability. xii. Payment terms.	Office Depot payment terms are Net 20 days from date of invoice. Office Depot shall establish Customer's credit limit, which may be lowered (or Office Depot may refuse to ship any orders) if at any time: (a) Customer is delinquent in making payments to Office Depot; (b) Customer is in breach of any resulting agreement; or (c) Customer's credit standing becomes impaired or reasonably unsatisfactory to Office Depot.	Accepted
IV.EVALUATION PROCESS AND CRITERIA Section 2. c./Page 16	2. c) vii. Past litigation.	As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	Accepted

Appendix A Draft Contract Section 1/Page 1	1) Term of Agreement Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC.	Office Depot will provide ninety days' (90) notice to Region 4 ESC.	Accepted
Appendix A Draft Contract Section 8)Page 2	8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.	Office Depot strikes "Region 4 ESC reserves the right to accept or reject any new party."	Not Accepted Office Depot accepts, 10.12.21
Appendix A Draft Contract Section 11 c)/Page 3	11) Termination of Contract c) Delivery/Service Failures. If Contractor fails to perform, Region 4 ESC may purchase goods in the open market, and Contractor agrees to reimburse for all expenses.	Office Depot strikes "and Contractor agrees to reimburse for all expenses", but are open to discussing other options	Accepted
Appendix A Draft Contract Section 11 e)/Page 4	11) Termination of Contract e) Standard Cancellation.	Office Depot requires mutual termination rights. "Either party may cancel this Contract in whole or in part by providing written notice to the other party."	Accepted
Appendix A Draft Contract Section 14/Page 4	14) Delivery Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all	Product availability is real time on our website. If an item is out of stock, the end-user may accept the backorder or select an alternate product. Expected delivery date for backorders can be obtained by contacting Customer Service. Additional freight charges may apply for items exceeding certain height and weight, furniture, bulk items, cases of bottled water and other	Accepted

	pricing offered unless otherwise clearly stated in writing.	beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Office Depot shall institute a Fifty Dollar (\$50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee.	
Appendix A Draft Contract Section 16/Page 5	16) Payments	Office Depot inserts "Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor."	Accepted
Appendix A Draft Contract Section 17/Page 5	17) Price Adjustments	Core price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All core price increases must be supported by manufacturer documentation, or a formal cost justification letter. Office Depot inserts "core". Office Depot strikes: "Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC." And inserts: "Office Depot agrees to provide thirty (30) days' written notice and manufacturer documentation for price increases on core items. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. In the event of extenuating market conditions, Office Depot reserves the right to adjust Region 4ESC's prices commensurately." Contractor shall offer Region 4 ESC any published price reduction during the Contract term.	Accepted

		Office Depot clarifies that price reductions will be passed along at the same time price increase are made.	
Appendix A Draft Contract Section 18/Page 5	18) Audit Rights	Office Depot strikes and replaces with: Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC."	Accepted
Appendix A Draft Contract Section 19/Page 5	19) Discontinued Products	If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. Office Depot adds at the end of the sentence "if available".	Accepted
Appendix A Draft	20) New Products/Services	Office Depot strikes the second sentence,	Accepted

Contract Section 20/Page 5		"Pricing shall be equivalent to the percentage discount for other products." and "is discounted similarly or greater than the original discount," in the third sentence.	
Appendix A Draft Contract Section 22/Page 5	22) Warranty Conditions	Office Depot's warranties will be limited to Office Depot-branded products only, and for all other products, Office Depot will pass through to Customer all manufacturer-supplied end-user warranties.	Accepted
Appendix A Draft Contract Section 32/Page 6	32) Certificates of Insurance	The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Office Depot will endeavor to provide thirty (30) days' notice.	Accepted



TOWN COUNCIL AGENDA J.4. CONSENT ITEM(S)

DATE: January 17, 2023
FROM: Katherine Gorrasi, Administrative Assistant
ITEM: **Consider approval of the purchase of vehicle washing equipment, supplies, and service in the amount of \$50,000 from Protech Service Company, LLC through a City of Dallas contract.**

BACKGROUND: The existing vehicle washing system located at the Fleet Service building is outdated and unreliable.

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 operations of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of Dallas entered into an interlocal agreement effective April 02, 2007 and is in effect until terminated by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$50,000.00

Proposed Expenditure/(Revenue)
\$50,000.00

Account Number(s):
100-655-59200-6210

LEGAL REVIEW:
N/A

ATTACHMENTS:

1. City of Dallas ILA

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

TC 4.2.07
#4 F10308
Interlocal

**COOPERATIVE PURCHASING PROGRAM AGREEMENT
BY AND BETWEEN THE CITY OF DALLAS AND
THE TOWN OF FLOWER MOUND, TEXAS**

THIS AGREEMENT is made and entered into by and between the **CITY OF DALLAS**, a home-rule municipal corporation located in Dallas County, Texas (hereinafter referred to as "Dallas"), and the **TOWN OF FLOWER MOUND**, a home-rule municipal corporation located in Denton County, Texas (hereinafter referred to as "Flower Mound").

WHEREAS, Section 271.101 of the Texas Local Government Code, enables local governments to participate in cooperative purchasing programs with other local governments to purchase goods or services off contracts currently existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, Dallas currently has contracts with various vendors for goods and services, and Flower Mound has a need for same and desires to enter into a Cooperative Purchasing Agreement with Dallas pursuant to Section 271.101, et seq. Texas Local Government Code; and

WHEREAS, Flower Mound agrees to prepare, execute, and administer its own contract with the vendor and the City of Dallas shall not be a party to Flower Mound's agreement with the vendor.

NOW, THEREFORE, Dallas and Flower Mound, for the mutual consideration hereinafter stated, agree as follows:

I.

EFFECTIVE DATE/TERM

This Agreement shall be effective upon execution by the parties. This Agreement shall continue in effect on an annual basis, unless one of the parties indicates in writing to the other party their intent to terminate this Agreement pursuant to Section III before the end of the contract year in question.

**Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY**

II.

DUTIES OF FLOWER MOUND AND DALLAS

Flower Mound agrees to participate in the Dallas cooperative purchasing program, and agrees that it will buy goods and services from those vendors that Dallas solicits for competitive bids or sealed proposals on Flower Mound's behalf at Flower Mound's request. Flower Mound also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by Dallas, and Dallas shall not be a party to the agreement between vendor and Flower Mound. Dallas shall have no obligations for payment to vendor for any services or goods incurred by any party other than Dallas. Any payments owed the vendor for services or goods shall be paid directly by Flower Mound. Flower Mound will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor. Dallas agrees to comply with applicable Texas competitive bidding law in soliciting bids for goods and services on Flower Mound's behalf under this Agreement; Dallas reserves its right to reject any and all bids or sealed proposals and to proceed in the best interest of Flower Mound and Dallas on any solicitation for bids or sealed proposals.

III.

TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party.

IV.

NOTICE

Notice as required by this Agreement shall be in writing delivered to the parties by facsimile or certified mail at the addresses listed below. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

DALLAS

Ade Williams, Purchasing Agent
Assistant Director
Business Development and Procurement Services
City of Dallas
1500 Marilla - Room 3/f/South
Dallas, Texas 75201
Telephone: (214) 670-3326
Facsimile: (214) 670-4793

FLOWER MOUND

Jody A. Smith
Mayor
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, Texas 75028
Telephone: (972) 874-6000
Facsimile: (972) 874-6460

V.

HOLD HARMLESS; MUTUAL RESPONSIBILITY

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract.

Flower Mound and Dallas agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to Flower Mound or Dallas under Texas law and without waiving any defenses of Flower Mound or Dallas under Texas law. The provisions of this section are solely for the benefit of Flower Mound and Dallas and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VI.

ENTIRE AGREEMENT

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written

previous and contemporary agreements between the parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without written supplemental agreement executed by both parties.

VII.

VENUE; GOVERNING LAW

This Agreement is performable in Dallas County, Texas. Exclusive venue in the event litigation is required to enforce rights or responsibilities under this Agreement shall be in Dallas County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

VIII.

SEVERABILITY

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

IX.

AUTHORITY TO SIGN / CITY COUNCIL AUTHORIZATION

The undersigned officers and agents of the parties to this Agreement are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto. Dallas has executed this Agreement pursuant to the duly authorized Resolution No. 06-1805 of the Dallas City Council on June 28, 2006. Flower Mound has executed this Agreement pursuant to the duly authorized Flower Mound Town Council Resolution No. _____ dated _____.

X.

ASSIGNMENT AND SUBLETTING

The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

XI.

INTERPRETATION OF AGREEMENT

This is a negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

XII.

ADMINISTRATIVE FEE

Dallas contracts contain, or will contain, language that entitles Dallas to charge vendors an administrative fee to offset costs associated with administering contracts. The fee will be paid directly to Dallas by the vendor, and no other participant in this Agreement shall be entitled to any portion of the fee collected by Dallas.

XIII.

REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver of those rights or of any breach of this Agreement.

XIV.

NOTICE OF CONTRACT CLAIM

This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against Dallas. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Contract. Flower Mound shall comply with the requirements of this ordinance as a precondition of any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims.

XV.

CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

XVI.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

EXECUTED in duplicate originals as of the ____ day of _____, 2007.

APPROVED AS TO FORM:

TOWN OF FLOWER MOUND, TEXAS

BY: 
Terrence Welch
TOWN ATTORNEY

BY:  4.2.07
Jody A. Smith
MAYOR

APPROVED AS TO FORM:

CITY OF DALLAS, TX

BY: _____
Thomas P. Perkins, Jr.
CITY ATTORNEY

BY: _____
Mary K. Suhm
CITY MANAGER

BY: 
Assistant City Attorney
Submitted to City Attorney 

BY: 
Assistant City Manager

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2007 by **Mary K. Suhm, City Manager** of the CITY OF DALLAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

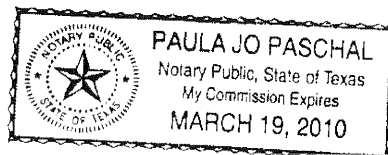
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2007 by _____, **Assistant City Manager** of the CITY OF DALLAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 2nd day of April, 2007 by **Jody A. Smith, Mayor** of the TOWN OF FLOWER MOUND, TEXAS, a home-rule municipal corporation, on behalf of said corporation.



Paula Jo Paschal
Notary Public in and for the
State of Texas



TOWN COUNCIL AGENDA J.5. CONSENT ITEM(S)

DATE: January 17, 2023
FROM: Katherine Gorrasi, Administrative Assistant
ITEM: **Consider approval for Apex Flooring Services to install new flooring surfaces and cove base in the entry vestibule, administration offices, employee break room, childcare center, chill zone, multipurpose rooms and Studio 61 at the Community Activity Center utilizing TIPS Contract 200201 for the total amount of \$152,634.50.**

BACKGROUND: The Town Council approved funding for the replacement of worn flooring surfaces at the Community Activity Center. Apex Flooring Services has returned two proposals for this work utilizing TIPS Contract 200201 for the total amount of \$152,634.00. Apex Flooring Services proposes to install a Lumaflex Fit Fitness Floor in Studio 61, which is a Class 5 competition-level fitness and aerobics floor that provides an unparalleled combination of performance, safety and comfort for the amount of \$87,512.00. Apex Flooring Services proposes to install new flooring surfaces for the entry vestibule, administration offices, employee break room, childcare center, chill zone, multipurpose rooms utilizing Mohawk Carpet Squares with Duracolor565, Mohawk Walk-Off Carpet, Mohawk Vinyl Tile Living Local for the amount of \$65,122.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$152,634.00

Proposed Expenditure/(Revenue)
\$152,634.00

Account Number(s):
100-655-59200-6010

LEGAL REVIEW: N/A

ATTACHMENTS:

1. General Flooring Quote
2. Dance Floor Quote

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

APEX FLOORING SERVICES

5960 W. Parker Rd. Suite 278-124
Plano, Texas 75093

January 17, 2023

TO: Jeff Garner
Facilities Management
Town of Flower Mound

Phone: 972.874.6064
Email: jeff.garner@flower-mound.com

Job No. AFS 1534

RE: CAC Community Center
1200 Gerault Road
Flower Mound, TX 75028

Scope of Work: Install Carpet Squares (Mohawk with Duracolor in Admin offices, Childcare Center, and Chill Room) Walk-Off Carpet in Front Entrance
Install Vinyl Plank (Mohawk Living Local) in Multi-purpose Room/ Break Room
Installation of New 4" Cove Base

Item	Qty		Cost per Unit	Total Cost
a) Mohawk Carpet Squares with Duracolor	565 SY	\$	32.75	\$ 18,503.75
b) Mohawk Walk-Off Carpet (Front Entrance)	32 SY	\$	49.00	\$ 1,568.00
c) Mohawk Vinyl Tile Living Local	3,600 SF	\$	3.99	\$ 14,364.00
d) Install Carpet (Offices, Chill Room, Childcare)	597 SY	\$	7.50	\$ 4,477.50
e) Install Vinyl Tile (Multi-Purpose, Breakroom)	3,600 SY	\$	2.25	\$ 8,100.00
f) Demo Carpet	597 SY	\$	3.75	\$ 2,238.75
g) Demo VCT	3,600 SY	\$	1.25	\$ 4,500.00
h) Floor Prep- Ardex Feather Finish	40 Bags	\$	49.50	\$ 1,980.00
i) Cove Base 4" Burnt Umber	1,440 LF	\$	2.75	\$ 3,960.00
j) Furniture Moving	1 Unit	\$	2,500.00	\$ 2,500.00
k) Transitions	1 Unit	\$	350.00	\$ 350.00
l) Adhesive for Vinyl Tile and Carpet Squares	12 Pails	\$	215.00	\$ 2,580.00
Total Cost:				\$ 65,122.00

PROPOSAL BASED ON:

1. Not responsible for existing environmentally hazardous conditions (Asbestos, etc.) or existing moisture migration.
2. Apex Flooring Services is not responsible for any slab problems, moisture or dangerous conditions with basic floor.
3. Apex Flooring Services carries the state requirements for insurance on all projects.
4. Apex Flooring Services uses only certified (CFI) installers.
5. Apex Flooring will quote this project under TIPS Contract 200201
6. Quote is valid for 30 days

APEX FLOORING SERVICES

5960 W. Parker Rd. Suite 278-124
Plano, Texas 75093

January 17, 2023

TO: Jeff Garner
Facilities Management
Town of Flower Mound

Phone: 972.874.6064
Email: jeff.garner@flower-mound.com

Job No. AFS 1535

RE: CAC Community Center
1200 Gerault Road
Flower Mound, TX 75028

Scope of Work: Install Lumaflex Fit Fitness Floor (This is a Class 5 competition-level fitness and aerobics flooring solution that provides an unparalleled combination of performance, safety and comfort. By adding an area-elastic birch plywood sub-system to a point-elastic surface.)

Item	Qty		Cost per Unit	Total Cost
a) Tarkett LumaFlex Fit (Class 5 Competition floor)	2,350	SF	\$ 18.50	\$ 43,475.00
b) Install LumaFlex Fit	2,350	SF	\$ 10.25	\$ 24,087.50
c) Demo Existing Floor	2,350	SF	\$ 3.50	\$ 8,225.00
d) Floor Prep- Schonox Self Level	80	Bags	\$ 75.00	\$ 6,000.00
e) Install Welding Rods	6	Unit	\$ 250.00	\$ 1,500.00
f) Multipoxy Adhesive	13	Kits	\$ 325.00	\$ 4,225.00
Total Cost				\$ 87,512.50
Final Cost				\$ 87,512.50

PROPOSAL BASED ON:

1. Not responsible for existing environmentally hazardous conditions (Asbestos, etc.) or existing moisture migration.
2. Apex Flooring Services is not responsible for any slab problems, moisture or dangerous conditions with basic floor.
3. Apex Flooring Services carries the state requirements for insurance on all projects.
4. Apex Flooring Services uses only certified (CFI) installers.
5. Apex Flooring will quote this project under TIPS Contract 200201
6. Quote is valid for 30 days



TOWN COUNCIL AGENDA J.6. CONSENT ITEM(S)

DATE: January 17, 2023
FROM: Paul Henley, Fire Chief
ITEM: **Consider approval of Knox KeySecure 5 system and MedVault 2.5 for the amount of \$31,059.49 ; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Knox is the emergency access system which we have installed on all our fire apparatus. In addition, our ambulances and AMBUS have Knox Med Vaults as medical drugs and controlled substances need to be secured yet have the ability to have immediate access during emergencies. The KeySecure IIIb and MedVault 2.0 lines currently used are at their end of life and are no longer supported by Knox. There is no longer a supply of parts to repair these units which will render them inoperable, requiring replacement with Knox Keysecure 5 and MedVault 2.5. This purchase is part of the approved FY22/23 budget as a non-discretionary package.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$31,059.49

Proposed Expenditure/(Revenue)
\$31,059.49

Account Number(s):
100-660-65000-5130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. MedVault Quote
2. Flower Mound Knox Form

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



Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-42430

QUOTED TO:

CUS101863
FLOWER MOUND FIRE DEPT
2121 CROSS TIMBERS RD BLDG D
FLOWER MOUND TX 75028-2602
UNITED STATES
DENTON

SHIP TO:

FLOWER MOUND FIRE DEPT
3911 S BROADWAY AVE
FLOWER MOUND TX 75028-1808
UNITED STATES
DENTON

Expires On	Sales Rep	Terms	PO #	Shipping Method
6/5/2023	Eric Rohleder	N30 - Net 30		FedEx Ground®

Item	Description	Quantity	Units	Rate	Amount
Preorder	KD-1KM1 KeyDefender w/1 Mechanical Key	5	EA	\$799.00	\$3,995.00
Installation Address: Primary System Code Role: PS-11-0028-10-85-BOXES					
KD-FM	KeyDefender Flat Mount Bracket	5	EA	\$62.00	\$310.00
Installation Address: Primary System Code Role: PS-11-0028-10-85-BOXES					
KSM-200K1	KeySecure® 5, 1 MKEY, 1 PLUG, WIFI, ETHERNET, USB, W/ ANT.	15	EA	\$899.00	\$13,485.00
Installation Address: Primary System Code Role: PS-11-0028-10-85-BOXES					
KLS-FM	FLAT MOUNT BRACKET, KeySecure® 5 & 6	15	EA	\$74.00	\$1,110.00
Installation Address: Primary System Code Role: PS-11-0028-10-85-BOXES					
5230S3K	MedVault® 2.5 Mini, WIFI STD, SURFACE, BACK ANT	6	EA	\$1,795.00	\$10,770.00
Installation Address: Primary System Code Role: PS-11-0028-10-85-EMS01					
SMS-1003C1	1YR. KnoxConnect™ Cloud License 21+ devices	1	EA	\$1,038.00	\$1,038.00
Installation Address: Primary System Code Role: PS-11-0028-10-85-BOXES					

Subtotal	\$30,708.00
Tax Amount	\$0.00
Shipping and Handling	\$351.49

Total \$31,059.49



QT-KA-42430



1601 W. Deer Valley Road Phoenix, Az 85027 Tel: 623-687-2300 Fax: 623-687-2290 Email: info@knoxbox.com

CUSTOMER INFORMATION FORM

BUSINESS CONTACT INFORMATION

Business name: Flower Mound Fire Department

DBA name (if applicable):

Phone: 972.874.6270

Fax:

E-mail: jason.bolejack@flower-mound.com

Address: 3911 S. Broadway Ave

City: Flower Mound

State: TX

ZIP Code: 75208

BUSINESS ENTITY

U.S Government please select →

Federal ☐

State ☐

Local ☒

Canadian Government ☐

Commercial ☐

Native American ☐

Other:

BUSINESS REQUIREMENTS

Are you tax exempt?

☒ Yes (please fax or email to Knox above)

☐ No

Do you require PO?

☐ Yes, hard copy (please send to Knox)

☒ PO# ONLY

☐ NO, Knox requires you to sign a sales quote for all orders \$750.00 and above before an order can be processed

New York and New Jersey Customers ONLY !!! Do you require voucher?

☐ Yes, original with original claimant's signature

☐ Yes, fax or email copy with claimant's original signature

☐ Yes, fax or email with Claimant's signature

☐ No voucher required at all

How do you want to receive your invoice?

☒ Email (provide email if different from A/P) : peggy.durbin@flower-mound.com

☐ Mail (provide address if different from A/P) :

PURCHASING CONTACT

First and Last Name: Sabrina Zadow

Phone: 972-874-6007

Fax:

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

ACCOUNTS PAYABLE CONTACT

First and Last Name: Tina Adkins

Phone: 972-874-6037

Fax:

E-mail: tina.adkins@flower-mound.com

Company name: Town of Flower Mound

Address: 2121 Cross Timbers Road

State: Flower Mound

ZIP Code: 75208

The undersigned, being duly authorized representative of the company named above, agrees that I am authorized to sign on behalf of the company, and all information given is accurate and correct. Terms are Net 30. Customer accepts liability for all collection fees and court cost related to collection of delinquent accounts. All payments must be in U.S. Dollars only. In the event any balance is not paid when due, may result in a delay of any further products being sold to the Purchaser until account is paid in full. We do accept Check, Money Order, Visa, Mastercard, AmericanExpress, Discover and ACH.

First and Last Name: Derek France

Title: Mayor, Town of Flower Mound

Signature:

Date:



TOWN COUNCIL AGENDA J.7. CONSENT ITEM(S)

DATE: January 17, 2023
FROM: David Stallings, ITS Manager
ITEM: Consider approval of the award of Request for Bid Number 2023-4-A to the lowest responsive, responsible bidder, Professional Pavement Products, Inc., for an estimated annual expenditure of \$66,000.00 with the materials being used to mark the median noses throughout the Town; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

BACKGROUND: On October 9, 2022, a Request for Bid was issued and a notice to bidders was advertised. One (1) response was received by the due date of November 16, 2022. The bid was reviewed for compliance with submission requirements and a decision was made to award it to Professional Pavement Products, Inc as this option is in the best interest of the Town. The materials will be used to mark the median noses throughout the Town and the items will be purchased on an 'as-needed' basis and funds are budgeted each fiscal year.

The Traffic Services Division maintains the Town's traffic signals, signs, and street markings.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$66,000.00

Proposed Expenditure/(Revenue)
\$66,000.00

Account Number(s):
100-690-95100-4080

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Contract

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 Professional Pavement Products, 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: Median Nose Marking System (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: Gregory W. Driskell
Title: President/CEO
Company Name: Professional Pavement Products, Inc
Address: 4486 Industrial Park Rd
City, State, Zip: Green Cove Springs, FL 32403

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.

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.

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.

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

By: _____ By: _____
Name: Gregory W. Driskell
Title: President/CEO Mayor Derek France
Date: _____ Date: _____



TOWN COUNCIL AGENDA J.8. CONSENT ITEM(S)

DATE: January 17, 2023
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of the award of Best Value Bid No. 2023-12-A Tree Services to Looks Great Services of MS, Inc., and to establish an annual bid price contract for Tree Services throughout the Town in an annual estimated amount of \$50,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Town of Flower Mound solicited bids for Tree Services to be performed at various locations throughout the Town of Flower Mound. Services to be performed vary and include tree removal, stump grinding, and tree pruning. The bid specifications were developed, and a notice to bidders was advertised. Bids were evaluated by representatives from Park Services based on equipment, safety program, work history, references, and cost.

Staff recommends award of bid to Looks Great Services of MS, Inc. as the best value bidder.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$50,000.00

Proposed Expenditure/(Revenue)
\$50,000.00

Account Number(s):
100-630-33000-5110

LEGAL REVIEW: No alteration to the legal content of this contract.

ATTACHMENTS:

1. Contract

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 Looks Great Services of MS, 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: Tree 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 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 equipment, safety program and pricing. 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, the 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. **COOPERATIVE GOVERNMENTAL PURCHASING NOTICE (INTERLOCAL)**

Other governmental entities maintaining interlocal agreements or may enter an interlocal agreement with the Town, may desire, but not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the Town, will be billed directly to and paid by that governmental entity. The Town will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing order, the Town will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the Town.

 X Yes, Others can purchase

 No, only the Town can purchase

24. **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.

25. **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.

26. **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.

27. 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: Jerry Day
Title: Commercial Contract Manager
Company: Looks Great Services of MS, Inc.
Address: 1501 Highway 13 North
City, State, Zip: Columbia, MS 39429

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.

28. 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.

29. **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.

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

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

AGREED TO BY: LOOKS GOOD SERVICES OF MS, INC.

Signature  _____
Jerry Day – Commercial Contract Manager

Date: 01/04/2023

AGREED TO BY: TOWN OF FLOWER MOUND, TEXAS

Signature _____
Honorable Mayor Derek France

Date: _____



TOWN COUNCIL AGENDA J.9. CONSENT ITEM(S)

DATE: January 17, 2023
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design services associated with the Glenwick Park Restroom Addition project, in the amount of \$69,700.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Glenwick Park Restroom Addition project was listed as a "Sustainable Recommendation" in the 2017 Parks & Recreation Master Plan Update (listed as Westchester Park). The project was recommended to be funded using 4B sales tax revenues on the FY 2022-23 CIP plan by the Parks Board on May 5, 2022 and was approved for funding by the Community Development Corporation on May 31, 2022. Project funding was approved by Town Council with the FY22-23 budget on September 19, 2022.

The park is without a permanent restroom facility and currently utilizes portable restrooms. This agreement would provide for the design of required construction documents to install a new prefabricated restroom facility, similar to those already installed in various parks throughout the Town complete with water, sewer, and electrical service.

BOARD REVIEW/CITIZEN FEEDBACK: The project was recommended for inclusion on the FY 22-23 CIP plan by Parks Board on May 5, 2022 and was approved for funding by the Community Development Corporation on May 31, 2022.

ALTERNATIVES: Continue the use of portable restroom facilities.

FISCAL IMPACT: \$69,700.00

Proposed Expenditure/(Revenue)
\$69,700.00

Account Number(s):
317-110-90654-6070

LEGAL REVIEW: The Town's standard professional service agreement form documents, 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. Professional Services Agreement
2. Form 1295 (Internal Use)

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 17 day of January, 2023, 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 801 Cherry Street, Unit #11, Suite 1300, Fort Worth, TX, 76102.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Glenwick Park Restroom Addition 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 Glenwick Park Restroom Addition 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 Sixty-Nine Thousand Seven Hundred and No/100 Dollars (\$69,700.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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:

Brennon Peltier
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 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:

Brennon Peltier
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 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:

Scott Arnold, P.E.
Vice President
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit #11, Suite 1300
Fort Worth, Texas 76102
(817)339-2247 Telephone
Scott.arnold@kimley-horn.com

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: December 12, 2022

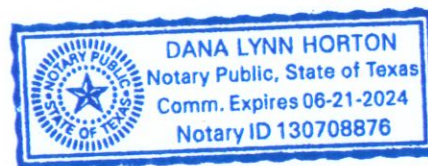
State of Texas §
 §
County of TARRANT §

This instrument was acknowledged before me on the 12th day of DECEMBER, 20 22, 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 DECEMBER 20 22.

[Signature]
Notary Public, State of Texas

My Commission Expires:
06-21-2024



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Glenwick Park Restroom Facilities and Lift Station

PROJECT UNDERSTANDING

The Town of Flower Mound (TOWN) is planning to construct a prefabricated restroom facility to serve Glenwick Park. The TOWN has requested the CONSULTANT to provide design services for a water line, lift station and force main to serve the proposed restrooms.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: TOPOGRAPHIC SURVEY

- A. The CONSULTANT will prepare a topographic survey for the site to be used for site planning landscape architectural, and civil engineering design purposes. The survey will consist of: elevations around the immediate perimeter of the site; contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing control points; observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, and franchised utility facility appurtenances; Texas 811 markings of subsurface utilities that are in place at the time our field work is being done; and two benchmarks established with the survey. The topographic survey area will not exceed 2.26 acres.

TASK 2: REVIEW MEETINGS

- A. Meetings
 - 1. Conduct kick-off meeting with the TOWN.
 - 2. Conduct meeting with TOWN to review 50% plans.
 - 3. Conduct meeting with TOWN to review 95% plans.

TASK 3: SPECIAL SERVICE: LIFT STATION DESIGN

- A. Design
 - 4. Incorporate lift station into restroom site plan sheet.
 - 5. Coordinate with pre-packaged lift station manufacturer.
 - 6. Electrical design to provide power for restroom and lift station from the existing electrical system at the park.
 - 7. Integrate lift station monitoring system into the TOWN's existing SCADA system.
 - 8. Prepare Plan Sheets as necessary to be included with overall plan set.
 - 9. Lift Station Details

- a) Electrical Site Plan (Lift Station)
 - b) Electrical One Line Diagram
 - c) Electrical Details (Lift Station)
 - d) Instrumentation Details
10. Prepare specifications which will consist of technical specifications for materials and installation of the proposed lift station. The contract documents shall be based upon Flower Mound Contract Documents. The NCTCOG Standard Specifications for Public Works Construction and the TOWN's requirements for Public Works Construction will govern all other specifications.
 11. Prepare opinion of probable construction costs (OPCC). Because the CONSULTANT does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

TASK 4: DESIGN

A. Design

1. Analyze water demands and wastewater flows for a proposed pre-packaged restroom facility. Evaluate hydraulic operating conditions for a pre-packaged lift station system.
2. Prepare site plan for restroom facility.
3. Design approximately 200 LF of horizontal water line design to serve restrooms.
4. Design approximately 200 LF of horizontal wastewater design to tie-into existing wastewater main.
5. Coordinate with restroom manufacturer.
6. Prepare plan sheets as necessary based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet and will consist of the following:
 - e) Cover
 - f) General Notes
 - g) Site Plan
 - h) Water Plan
 - i) Wastewater Plan
 - j) Electrical Site Plan (Restroom Building)
 - k) Electrical Details (Restroom Building)
 - l) Construction Details
 - m) Erosion Control Details
7. Prepare specifications which will consist of technical specifications for materials and installation of the proposed facilities. The contract documents shall be based

upon Flower Mound Contract Documents. The NCTCOG Standard Specifications for Public Works Construction and the TOWN's requirements for Public Works Construction will govern all other specifications.

8. Coordinate TDLR review.
9. Make revisions based on the TOWN's review of the 95% submittal.
10. Prepare opinion of probable construction costs (OPCC). Because the CONSULTANT does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

B. Submittals/Deliverables

1. 50% plans, and OPCC>
2. 95% plans, specifications, and OPCC.
3. 100% plans, specifications, and OPCC.

C. Services provided by the Town

1. Review and comment on 50% Contract Documents
2. Review and comment on 95% Contract Documents (plans and specifications) and OPCC.

D. Exclusions

1. Design of storm water detention as a result of increased impervious area onsite is not included in this scope of work.
2. Restroom building is anticipated to be placed on 6" crushed stone foundation. Structural foundation design and geotechnical design for the restroom building are not included in this scope of work.
3. Public meetings are not included in the scope of work.

TASK 5: BIDDING PHASE SERVICES

A. Print and issue 5 sets of bidding documents and provide CD with PDFs. Additional sets of bidding documents will be printed, only upon the TOWN's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon the payment of a non-refundable fee to cover the cost of printing those documents.

B. Review Contractor questions and issue addenda as required.

C. Deliverables

1. Addenda as required

2. Print and deliver to the Town up to 5 sets of bid documents
3. CD with PDFs of bid documents

TASK 6: RECORD DRAWINGS

- A. Prepare record drawings from Contractor's marks showing changes made during construction. Transfer Contractor's marks to digital format. CONSULTANT will be provided the Contractor's revisions and shall not be responsible for verifying their completeness or accuracy.
- B. Deliverables
 1. One (1) compact disc containing record drawing in digital format (PDF, TIFF, CAD)
- C. Services provided by the TOWN
 1. Review of Contractor's marks for completeness and accuracy

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:

- 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 the CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- 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.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the TOWN Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional printing for bidding document distribution.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any easement acquisition services.
- Attending public meetings during the project.
- Attending a pre bid meeting.
- Preparing a bid tabulation or recommendation letter.
- Reviewing Contractor's references.
- Any services not listed in the Scope of Services.

ATTACHMENT B

COMPENSATION

The CONSULTANT will provide the Scope of Services for a lump sum for Tasks 1-6.

TASK 1 – Topographic Survey (lump sum)	\$9,000
TASK 2 – Design Meetings (lump sum)	\$5,100
TASK 3 – Special Service: Lift Station Design (lump sum)	\$5,500
TASK 4 – Design (lump sum)	\$44,000
TASK 5 – Bidding Phase Services (lump sum)	\$3,100
TASK 6 – Record Drawings (lump sum)	\$3,000
<u>TOTAL:</u>	<u>\$69,700</u>

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



TOWN COUNCIL AGENDA J.10. CONSENT ITEM(S)

DATE: January 17, 2023
FROM: Blake Hummel, Senior Project Engineer
ITEM: **Consider approval of a Professional Services Agreement with Quiddity Engineering, LLC, for the design phase services associated with the Cedarcrest Water Line project, in the amount of \$127,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: The Cedarcrest Water Line project includes the abandonment of an existing undersized water main along Cedarcrest Court, Trogon Court and Simmons Road south of Rothschild Drive. The existing undersized water main will be replaced with an 8-inch water main. The total length of new 8-inch water main is anticipated to be 6,300 feet. The upsize of the water system in this area will provide for better service as well as increased fire protection for the surrounding area. All existing residential services will be transitioned from the abandoned water main to the new water main with the project.

The scope of the Professional Services Agreement includes the preparation of design survey, design plans, easement preparation, contract specifications and record drawings.

The engineer's opinion of probable cost is \$900,000.00. Construction is estimated to begin in Summer 2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The decision to not approve the proposed Professional Services Agreement for design would postpone the upsize of the existing water infrastructure in the area to meet Town of Flower Mound minimum standards.

FISCAL IMPACT: \$127,000.00

Proposed Expenditure/(Revenue)
\$127,000.00

Account Number(s):
630-960-98803-6070

LEGAL REVIEW: The Town's standard professional service agreement form documents, 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. Professional Service Agreement
2. FORM 1295 (Internal Use)

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
QUIDDITY ENGINEERING, LLC**

This contract is entered into on this 17th day of January, 2023, 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 **Quiddity Engineering, LLC**, (“hereinafter referred to as “CONSULTANT”) whose address is 2805 Dallas Parkway, Suite 600, Plano, TX 75093.

RECITALS

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

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

TERMS OF AGREEMENT

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

**I.
Employment of Consultant**

CONSULTANT will perform as an independent contractor all services under this Contract to the 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 Sunrise Circle Wastewater Connection project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Twenty-Seven Thousand and No/100 Dollars (\$127,000.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the

amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

Blake Hummel, P.E.
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 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:

Blake Hummel, P.E.
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 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:

Mark Holliday, P.E.
Vice President
Quiddity Engineering, LLC
2805 Dallas Parkway, Suite 600
Plano, Texas 75093
972-488-3880 Telephone
mholliday@quiddity.com

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

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

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Quiddity Engineering, LLC

By: Mark Holliday
Name: Mark Holliday
Title: Vice-President
Date Signed: 1-5-23

State of Texas §
 §
County of Collin §

This instrument was acknowledged before me on the 05 day of January, 2023, by Mark Holliday in his capacity as Vice President of Quiddity Engineering, a Texas LLC 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 Quiddity Engineering, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE fifth DAY OF 01, 2023.

Lynzee Z. Jordan
Notary Public, State of Texas

My Commission Expires:

May 24, 2026



EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

This Project includes the design of approximately 6,300 Linear Feet (LF) of 8-inch waterline along three alignments within existing/proposed easements and existing rights-of-way (ROW).

The three waterline alignments are listed below.

- A.** Simmons Road - Begins approximately 225 feet north of the intersection of Cedarcrest Court and Simmons Road at an existing waterline continuing south within proposed waterline easements on the east side of Simmons Road to approximately 1,200 feet south of the intersection of Simmons Road and Trogon Court.
- B.** Cedarcrest Court - Begins on the east side of the intersections of Simmons Road and Cedarcrest Court continuing west along the north edge of pavement of Cedarcrest Court to Crystal Court within the Sunset Point Subdivision, continuing south along the eastern edge of lots 1X, 16, 10, and 9 within proposed easements to an existing waterline at the Sunset Point Drive cul-de-sac. Additions to this alignment includes sections from the Cedarcrest waterline to Mistletoe Drive and Holly Lane.
- C.** Trogon Court – Begins on the east side of the intersections of Simmons Road and Trogon Court continuing west along the centerline of pavement of Trogon Court to approximately 600 feet west of the intersection of Simmons Road and Trogon Court.

In addition to design services, the Project includes survey, preparation of easement exhibits, and the preparation of record documents.

II. GENERAL REQUIREMENTS

- A.** Specific design requirements shall be obtained from the Town of Flower Mound Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the Town for approval prior to beginning design work.
- B.** Consultant shall coordinate with utility companies, Town of Flower Mound, or other known entity which has facilities within or adjacent to the Project, regarding exposure, removal, and/or relocation work necessary for implementation of the Project.
- C.** The Consultant shall submit a bi-weekly communication memo outlining, at a minimum, the work on the project which occurred the previous weeks, the work expected to be completed the following weeks, the next major project milestone,

EXHIBIT A SCOPE OF SERVICES

and any information needed from the Town. The memo is to be submitted via email.

III. TASK SUMMARY, BASIC SERVICES

A. Project Management and Coordination

- a. Manage the Team:
 - i. Lead, manage and direct design team activities.
 - ii. Ensure quality control is practiced in performance of the work.
 - iii. Project kickoff documentation and meetings.
 - iv. Communicate internally among team members.
 - v. Allocate team resources.
- b. Communications and Reporting:
 - i. Attend a pre-design project kickoff meeting with Town staff to discuss design standards, schedule, risk mitigation and understand Town objectives.
 - ii. Conduct virtual review meetings with the Town at the end of each design phase.
 - iii. Prepare and submit monthly invoices in the format acceptable to the Town.
 - iv. Prepare and submit bi-weekly communication memo.
 - v. Prepare and maintain a project schedule.
 - vi. Coordinate with other agencies and entities as necessary for the design of the proposed 8-inch waterline and provide and obtain information needed to prepare the design.
 - vii. Town shall process and pay for any necessary permitting or encroachment agreement review fees.
 - viii. Attend up to two (2) project coordination meetings (assuming 2 in person).

B. Conceptual Design Plans (30%)

Task includes Conceptual Design of the proposed improvements of the project.

- a. Conceptual Plan development:
 - i. Establish and document design criteria.
 - ii. Identify existing conditions in plan view, to include storm, water, sanitary sewer (all from record drawings provided by the Town), and natural ground from topographic survey.
 - iii. Identify significant design constraints.
 - iv. Establish project centerline/baseline.
 - v. Determine conceptual alignment (plan only) for the 8-inch waterline.
 - vi. Connections to existing waterlines.

EXHIBIT A
SCOPE OF SERVICES

- vii. Prepare conceptual roll plot.
- b. Conceptual Design (30%) submittal to include:
 - i. List of design criteria (.pdf).
 - ii. Design roll plot (Roll plot).
 - iii. Opinion of probable construction cost (.pdf)

C. Preliminary Design Plans (60%)

- a. Tasks to include:
 - i. Finalize horizontal alignment (plan view) and vertical layout at major roadway crossings (plan and profile).
 - ii. Determine horizontal clearances and conflicts.
 - iii. Determine trenchless construction limits.
 - iv. Coordinate finalization of easement requirements.
 - v. Preliminary plan view including design notes for stationing, connections and fittings.
 - vi. Preliminary profile including design notes for stationing, size, slope, pipe material, embedment, length, and construction method for major roadway crossings.
- b. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control, quantity summary, crossing details, if applicable, and all applicable Town standard details.
- c. Compile and prepare a preliminary opinion of probable construction cost (60% design).
- d. Prepare Preliminary Project Manual, including Table of Contents, Bid Form, Special Conditions, and Technical Specifications.
- e. Preliminary design submittal (60%) to include:
 - i. Preliminary Design (60%) plan set (.pdf)
 - ii. Preliminary Project Manual (.pdf).
 - iii. Preliminary opinion of probable construction cost (.pdf).
 - iv. Preliminary easement exhibits (.pdf).

D. Construction Plans (100%)

- a. Waterline
 - i. Town of Flower Mound General Notes.
 - ii. Finalize plan set and project manual.
 - iii. Finalize plan view including design notes for stationing, connections and fittings.
 - iv. Finalize profile including design notes for stationing, size, slope, pipe material, embedment, length, and construction method for major roadway crossings.
- b. Finalize quantity summary plan sheets.
- c. Finalize miscellaneous plan sheets, including cover sheet, index, general notes, project, and applicable Town standard details.

EXHIBIT A SCOPE OF SERVICES

- d. Finalize Project Manual.
- e. Final Design (100%) submittal to include:
 - i. Final Design (100%) plans (.pdf).
 - ii. Project Manual (.pdf).
 - iii. Opinion of probable construction costs (.pdf).

E. Bid Phase Services

- a. Conformed Document submittal:
 - i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
 - ii. Print up to five (5) sets of 22"x34" or 11" x 17" plans and Project Manuals for issuance at the Pre-Construction Conference.
 - iii. Package and submit CAD base files upon request.

F. Record Documents

- a. Consultant shall prepare construction Record Documents based on the information received from Contractor and/or Town construction inspector (.PDF, .TIFF and .DWG).

IV. TASK SUMMARY, SPECIAL SERVICES

The Special Services Tasks shall be used on an as-needed basis, at the discretion of the Town.

A. Topographic Survey

- a. Data Collection and Property Research
 - i. Gather existing right-of-way, easement, plat, and property information within the project corridor. Undocumented easements may not be identified.
 - ii. Town to provide available record drawing information for Town infrastructure and development record plans within project limits.
 - iii. Town to provide local franchise utility contact list to consultant.
 - iv. Coordinate with Texas 811 to locate and mark existing utilities prior to performing the field survey.
- b. Perform Topographic Survey: Set horizontal and vertical control. Obtain field data along the following alignments:
 - i. Cedarcrest Court – Topographic survey will include from center of pavement to the north Right-of-Way line and/or fence line. Survey will begin at the intersection of Cedarcrest Court with Simmons Road. Topographic survey will continue along a 30' wide strip west of the cul-de-sac at the end of Cedar Crest Court to the west line of Lot 1X, Block A of Sunset Point at Twin Coves. This 30' wide alignment will

EXHIBIT A SCOPE OF SERVICES

- spur off in a southerly direction along the east line of Lots 1X, Lot 16 and Lot 10. The final leg of this alignment will be along the southeasterly line of Lot 10 and include topographic survey of the entire cul-de-sac at the southeast end of Sunset Point Drive. Approximate length of survey 3,100 L.F.
- ii. Simmons Road – Topographic survey will be from the center of pavement to the east Right-of-Way line and/or fence line and a 30' wide strip east of the east Right-of-Way line. The north end of this survey will commence at the southwest corner of Stafford Estates Phases A, B, and C. The south end of this survey is at the point where Simmons Road changes from a southerly direction to a southwesterly direction. Approximate length of survey 2,900 L.F.
 - iii. Trogon Court – Topographic survey will include improvements and pavement from Right-of-Way line to Right-of-Way line. Approximate length of survey 600 L.F.
- c. Obtain field data in and along the alignments stated above including:
- i. Cross sections at 50' intervals along proposed alignment.
 - ii. Existing trees larger than 6-inches in diameter.
 - iii. Existing drainage system, including roadside ditches, culverts, storm sewers, and outfall flow lines.
 - iv. Visible improvements such as fences, driveways, landscape areas, etc.
 - v. Visible utilities including manholes, water valves, water meters, fire hydrants, telephone pedestals, power poles, down conduits, gas line markers, utility flagging, etc.
 - vi. Single shot to locate water meters on far side of the road.
- d. Compile above information into a base file (AutoCAD Civil 3D) to be used for design.

B. Easement Instruments of Conveyance

- a. Prepare up to an estimated sixteen (16) easement instruments for acquisition purposes (metes and bounds description with survey graphic exhibit of easements). Easement instruments shall be paid at \$1,500 per easement.
- b. Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - i. Parcel number.
 - ii. Area required.
 - iii. Area remaining.
 - iv. Legal description.
 - v. Current owner.
 - vi. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.

EXHIBIT A
SCOPE OF SERVICES

- vii. All physical features.
- viii. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit.

V. ITEMS NOT INCLUDED IN SCOPE OF SERVICES

A. Additional Services not included in Scope of Services – Town and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the Town's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- 1. Construction Staking.
- 2. Right of entry/Notice of entry documentation and notification.
- 3. Negotiations or acquisition of required easements.
- 4. Bidding services other than Conformed Document preparation.
- 5. Construction Phase Services.
- 6. Locating existing on-site sewage facilities or existing sanitary cleanouts at dwellings.
- 7. Waterline service routing on private property. Services will be set at their existing location at the right-of-way line.
- 8. Waterline flow analysis, line sizing, etc. Proposed waterline sizes are provided by the Town.
- 9. Waterline modeling.
- 10. Design of street improvements beyond standard trench repair details.
- 11. Packaging/inclusion of contract documents prepared by others for bidding & construction.

**EXHIBIT B
COMPENSATION**

I. Basic Services

A. Project Management and Coordination	\$5,500.00
B. Conceptual Design Plans (30%)	\$ 13,100.00
C. Preliminary Design Plans (60%)	\$21,100.00
D. Construction Plans (100%)	\$ 18,900.00
E. Bid Phase Services	\$ 1,800.00
F. Record Documents	\$ 1,200.00

<i>Total Basic Services (Lump Sum)</i>	<u>\$ 61,600.00</u>
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II. Special Services

A. Topographic Survey	\$ 41,400.00
B. Easement Instruments of Conveyance	\$ 24,000.00

<i>Total Special Services (Cost Plus, Not-To-Exceed)</i>	<u>\$ 65,400.00</u>
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<i>Project Budget, Grand Total (Not-To-Exceed)</i>	<u>\$ 127,000.00</u>
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TOWN COUNCIL AGENDA J.11. CONSENT ITEM(S)

DATE: January 17, 2023
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of a Construction Agreement with RLM Earthco., for the Chinn Chapel Soccer Complex Drainage Improvements project, in the amount of \$530,511.91; and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: On November 29, 2022, bids were received for the project. RLM Earthco submitted the lowest qualified of the three responding bidders at a base bid of \$501,556.67 and bid alternates of \$28,955.24, for a total bid of \$530,511.91. The project consists of the construction of 879 linear feet of storm pipe, drainage upgrades, and other park improvements. These improvements include new sod throughout the playing fields, new chainlink fencing, and traffic control gates at the park entry drives.

Approximately half of the northeast field cannot be used after rain events as the area holds water due to improper drainage. The drainage improvements will aim to improve the grading in this area to allow for proper drainage of this field into the existing storm drainage system. Additional storm pipe and drains will also be added along the north property line and access sidewalk between field areas to help alleviate areas of poor drainage.

The 2017 Parks and Recreation Master Plan Update recommended drainage upgrades and various other improvements for the Chinn Chapel Soccer Complex as part of the "Sustainable Projects" section of the plan. The project was added to the 5-year CIP plan in 2019 and was recommended by the Parks Board on May 6, 2021, for funding on the FY2021-22 CIP Plan. Funding for the project was approved by the Community Development Corporation on June 24, 2021, and was adopted as part of the FY2021-22 Town Budget as approved by Town Council on September 20, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: The project was recommended by the Parks Board on May 6, 2021, for funding on the FY2021-22 CIP Plan. Funding for the project was approved by the Community Development Corporation on June 24, 2021, and was adopted as part of the FY2021-22 Town Budget as approved by Town Council on September 20, 2021.

ALTERNATIVES: If the item is not approved, the timeline for construction will be delayed.

FISCAL IMPACT: \$530,511.91

Proposed Expenditure/(Revenue)
\$530,511.91

Account Number(s):
308-110-90830-6210

LEGAL REVIEW: The Town's standard construction agreement form documents, 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. Bid Tabulation
2. Construction Agreement
3. Form 1295 (Internal Use)

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



**Town of Flower Mound
Bid Tabulation**

Bid No: 2023-19-B Chinn Chapel Soccer Complex Drainage Improvements

Bid Opening: 11/29/2022 at 11:00 AM

Company	Total Base Bid	Total Bid Alternates	Total Base Bid with Alternates
RLM Earthco	\$ 501,556.67	\$ 28,955.24	\$ 530,511.91
North Rock Construction LLC	\$ 599,582.37	\$ 50,634.18	\$ 649,946.55
C. Green Scaping, LP	\$ 633,388.00	\$ 299,200.00	\$ 932,588.00

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

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: November 29, 2022

TOWN OF FLOWER MOUND
CHINN CHAPEL SOCCER COMPLEX
DRAINAGE IMPROVEMENTS

Bid # 2023-19-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 17th day of January, 2023, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and RLM EarthCo a corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

CHINN CHAPEL SOCCER COMPLEX
 DRAINAGE IMPROVEMENTS,
 Bid # 2023-19-B

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

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

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

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

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

the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Five Hundred Thirty Thousand Five Hundred Eleven Dollars and ninety-one cents (\$530,511.91)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of One Hundred Twenty (120) calendar days, and final completion of One Hundred Fifty (150) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled

to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

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

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

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

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

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

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

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for

labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

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

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

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

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

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

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

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the Work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the Work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

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

Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

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

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

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

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

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

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

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

1. the Contractor timely delivers to the Town all bonds and insurance documents; and

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

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

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

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

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

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

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

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

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

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

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

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

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

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

TOWN OF FLOWER MOUND

CONTRACTOR

Derek France, MAYOR

(Signature)

(Printed Name)

(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

(Position)



TOWN COUNCIL AGENDA J.12. CONSENT ITEM(S)

DATE: January 17, 2023
FROM: Lynda Bolitho, Director of HR
ITEM: **Consider approval of a recruitment agreement with Strategic Government Resources (SGR), for services related to a search for the Director of Information Technology in the amount not to exceed \$20,000; and authorize the Mayor to execute same on behalf of the Town.**

BACKGROUND: On December 2, 2022, the Town's Director of Information Technology resigned. Staff would like to engage Strategic Government Resources (SGR) to solicit a proposal to conduct a search for a new Director of Information Technology. The Town received a proposal and an agreement from SGR Recruitment to conduct the search. SGR Recruitment will perform professional services regarding the recruitment, and assistance in the management of the interview process under the Agreement for a professional fee of \$13,150, plus up to \$6,850 for expenses, for a total cost not to exceed \$20,000.

In order to facilitate an efficient search process for the currently vacant position of Director of Information Technology, staff have opted to retain a consultant to assist in performing a search for qualified applicants for the position. SGR Recruitment will provide the Town with the following search services: sourcing of candidates; management of applicant submittals; evaluation of candidates; preliminary interviews and assessments of high potential; recommended short list for interviews; assistance with the management of the interview process; and development of recommended interview questions for each candidate. SGR Recruitment will reopen the position, for a maximum of 45 days, at no additional professional fee if the Town is not satisfied with the applicant pool after the initial search.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$20,000

Proposed Expenditure/(Revenue)
\$20,000

Account Number(s):
100-600-01000-5230

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

ATTACHMENTS:

1. Contract

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

**Agreement for Component Executive Recruitment Services
for Information Technology Director
between**

Strategic Government Resources, Inc. ("SGR")

and

Town of Flower Mound, Texas ("Organization")

Scope of Services. SGR offers individually priced executive search components to deliver only the specific services you need. All services are rendered remotely. Onsite visits, if desired, are considered a separate component and subject to additional professional fees and travel expenses. Each of the individual components, and the pricing for each, is included below.

- **Marketing and Application Management / \$13,150*** *(reflects \$750 discount)*

** Ad placement costs are not included in the Base Price of \$13,150. Ad placement costs are estimated to be between \$1,750 and \$2,500 and shall be added to the total cost of services upon approval from the organization.*

- *Position Profile Brochure.* SGR utilizes a professional graphic designer and professional writer to produce a position profile brochure based on information and photos provided by the Organization. The brochure is reviewed and revised in partnership with the Organization until Organization agrees that it accurately reflects the community, organization, position, and desired attributes. *Organization agrees to provide photos/graphics and other information (job description, budget documents, links to web pages, etc.) needed to develop position profile brochure. Organization agrees to respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process.* There may be additional charges for changes made to the Position Profile Brochure after the brochure has been approved by the Organization and the position has been posted online.
- *Marketing.* The marketing spans over thirty (30) days to a maximum of forty-five (45) days, as specified by Organization. Within this specified time period, SGR agrees to:
 - custom-made graphic for email and social media marketing;
 - announcement in SGR's 10 in 10 e-newsletter on Servant Leadership;
 - featured position on SGR website;
 - featured ad on SGR's Job Board;
 - email blast to SGR's category-specific, opt-in network of subscribers;
 - promotion on SGR's social media pages (Facebook, Twitter, LinkedIn & Instagram);
 - evaluation and recommendation for ad placements based on type of position and location; and
 - placements of ads (pass-through cost of ad placements not included).
- *Application Management.* SGR will receive resumes and cover letters on behalf of Organization through SGR's applicant tracking system, communicate with applicants

throughout the application submittal period, evaluate resumes after the position closes, conduct a virtual briefing with Organization after position closes, send emails to retain or release applicants after the briefing with the Organization, and provide application materials of retained applicants to the Organization.

- ***Organization agrees to refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.***
- ***Organization shall specify how long SGR will accept applications for the position, up to a maximum of 45 days.***
- Within seven (7) business days of application close date, SGR will conduct a virtual briefing with Organization and present candidate evaluations.
- ***Organization agrees to provide SGR with a list of any candidates to be released within two (2) weeks following the briefing with SGR.*** At that time, SGR will release any candidates that will not continue in the process and email the remaining candidates that the Organization will be the primary contact from that point forward. If the Organization does not provide a list of candidates to be released, SGR will email all candidates and notify them that the Organization will be the primary contact from that point forward. SGR will then consider services fulfilled.
- If the Organization is not satisfied with the applicant pool, SGR must be notified within three (3) weeks of virtual briefing date, and SGR will then coordinate with Organization to reopen position, for a maximum of 45 days, at no additional charge to Organization (with the exception of reimbursable expenses). After the second posting of position, each additional opening will be charged as a new position for the full amount of \$13,150.
- **Stakeholder Survey / \$1,000**
 - SGR will provide recommended survey questions within three (3) business days of project initiation. SGR will set up an online survey within one (1) business day after Organization has reviewed and approved the survey questions. Stakeholders can be directed to a web page or invited to take the survey by email. SGR and Organization will agree to the open survey time period, typically ten (10) to thirty (30) days.
 - ***Organization shall be responsible for marketing and promoting the survey to stakeholders.***
 - A written summary of results is provided to Organization within three (3) business days of survey close date. *Survey is not validated statistically.*
- **Questionnaire / \$225 per candidate**
 - SGR develops a written exercise customized to the position. SGR distributes questionnaire to candidates, evaluates questionnaires, and holds a virtual briefing with Organization after questionnaires are received.
 - SGR will provide a draft questionnaire to Organization within three (3) business days of request. SGR will send questionnaires to candidates within two (2) business days of Organization's approval of questionnaire. Candidates are typically given one (1) week to complete the questionnaire. SGR will be prepared to hold a virtual briefing with Organization within three (3) business days after receiving completed questionnaires from candidates.
- **Online Interviews / \$225 per candidate**
 - SGR provides recommended position-specific questions for Organization approval, prompts candidates to complete online interviews, and emails a link to Organization to view the recorded interviews.

- Candidates are typically given five (5) to seven (7) days to complete the interviews. SGR will provide a link with the candidate interviews within two (2) business days after candidates complete the recorded interviews.
- **Comprehensive Media Reports / \$750 per candidate**
 - SGR uses a proprietary media search process to go far beyond automated Google/LexisNexis searches. SGR's process is customized to provide a comprehensive media search on each candidate.
 - SGR will provide media report via email within two (2) weeks of receiving completed release form from candidate.
- **Management Style Analysis / \$175 per candidate**
 - SGR uses the DiSC Management psychometric assessment to provide detailed insights regarding how a candidate would lead and manage an organization. SGR will also provide a DiSC Management Comparison Report, which presents a side-by-side view of each candidate's preferred management style.
 - Candidates are typically given two (2) to three (3) business days to complete the assessments. The assessment reports will be provided to Organization within two (2) business days of assessment completion by candidates.
- **Background Checks / \$400 per candidate**
 - Through SGR's partnership with a licensed private investigations firm, we are able to provide detailed comprehensive background reports.
 - Background check reports include: SSN trace and address verification; credit and financial summaries and credit bureau report (if desired); personal information, address, and employment comparisons; county criminal and civil records search (for last three counties of residence); state criminal records search (for last three states of residence); county wants and warrants; Federal criminal records search; InstaCriminal national search; Global homeland security search; sex offender records search; driving/motor vehicle records; education verification for highest degree obtained; employment verification (if desired); and military verification (if desired).
- **Reference Checks / \$225 per candidate**
 - SGR provides the organization a specific list of contacts to request from the candidate, based on the type of position. SGR provides a written (anonymous) summary of reference checks.
- **Supplemental Services / \$250 per hour**
 - If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Reimbursable Expenses.

- **Ad Placements.** Ad placements are billed at actual cost. No ad placement costs will be incurred without prior approval of Organization.
- **Reproduction Costs.** Reproduction costs are not anticipated or taken into consideration in component search pricing.
- **Shipping.** Shipping charges are billed at actual cost.

- **Travel.** Travel is not anticipated or taken into consideration in component search pricing. If the Recruiter and Organization agree that Recruiter travel is beneficial for the component search, travel time for the recruiter will be paid at a rate of \$250 per hour, plus \$1,000 per day for each day the recruiter is working onsite, regardless of number of hours worked. Travel expenses will be reimbursed in accordance with SGR's travel policy rates. **Travel will be dependent on COVID restrictions in place at the time and take into consideration and health and safety of team members of both Parties.**

Terms and Conditions.

- **Obligation.** This contract provides enabling authority only, and no work will be initiated without the advance authorization of Organization. There is no obligation under this agreement for the Organization to utilize any of these services or any minimum volume of these services.
- **Termination.** The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244 or by email to MelissaValentine@GovernmentResource.com. In such event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination. In addition, SGR shall provide to the Organization all information obtained during the search process through the date of termination. From and after the effective date of termination, neither party shall have any obligation to the other.
- **Equal Opportunity Commitment.** SGR abides by equal employment opportunity. SGR does not discriminate and will not enter into an engagement with an entity or organization that directs, or expects, that bias should or will be demonstrated on any basis other than those factors that have a bearing on the ability of the candidate to do the job. The Organization agrees that Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- **Fair Credit Reporting Act.** The Organization agrees that if Organization decides not to hire a candidate as a result of their credit history report, Organization agrees to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
- **Confidentiality.** The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects who may or may not ultimately become a candidate, and that SGR may utilize its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of applicants and prospective applicants, may be damaging to the prospects and to SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure.
- **Public Information Requests.** The Organization agrees to provide legal opinions to SGR regarding when and if information must be released in accordance with Public Information requests. If the Organization receives an open records request, the Organization shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for SGR to notify and provide advance notice to the

impacted individuals prior to the Organization releasing the required information with protected information redacted.

- **Payment.** SGR will invoice for each component option immediately upon completion. This may result in multiple invoices for this contract, depending on how many service options are selected by the Organization. Payment terms are thirty (30) days from date of invoice.

Summary of Pricing. Please initial below to confirm anticipated services.

Service	Pricing (<i>excludes reimbursable expenses or add-ons</i>)	Initial for Service
Marketing and Application Management	\$13,150 (<i>reflects \$750 discount</i>)	
Stakeholder Survey	\$1,000	
Questionnaire	\$225 per candidate	
Online Interviews	\$225 per candidate	
Comprehensive Media Reports	\$750 per candidate	
Management Style Analysis	\$175 per candidate	
Background Checks	\$400 per candidate	
Reference Checks	\$225 per candidate	

Organization Contact for Invoicing:

Name: _____

Position: _____

Email: _____

Phone: _____

Approved and Agreed to, this the _____ day of _____, 2023 by and between

DocuSigned by:

Jeri J. Peters

5629B031BF0F460...

Jeri J. Peters, President of Executive Recruitment
Strategic Government Resources

1/9/2023 | 9:58 AM CST

Town of Flower Mound, Texas

Name: _____

Title: _____



TOWN COUNCIL AGENDA K.1. REGULAR ITEM(S)

DATE: January 17, 2023
FROM: James Hoefert, Environmental Review Analyst
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP22-0023) for one (1) specimen tree on Lot 1, Block C of the Pepper Creek Ranch Addition subdivision. The property is located at 4424 Kimball Xing. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 3, 2023, meeting).**

BACKGROUND: Lot 1, Block C of the Pepper Creek Ranch Addition subdivision is located at 4424 Kimball Xing. The lot is approximately 0.755 acres in size. The lot is currently zoned as part of Planned Development District No. 162 (PD-162) for a cluster development and is master planned for the Cross Timbers Conservation Development District. The applicant is requesting to remove the one (1) specimen tree from the residential lot because of the tree's proximity to the building pad and driveway access. The specimen tree proposed for removal (Tree #7408 – 25" post oak) is in good condition, located within the buildable area of the lot and is in Upland Habitat.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. However, since the one (1) specimen tree is in an area designated as Upland Habitat, the Upland Habitat mitigation fee of \$15,000/acre was assessed when the development was previously approved.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its January 3, 2023, meeting. The ECC recommended approval of the requested permit to remove the specimen tree. The ECC meeting can be viewed at: <https://flowermoundtx.swagit.com/play/01042023-647>

As of January 11, 2023, staff has not received feedback related to this item.

ALTERNATIVES: The Town Council may approve or deny the requested tree removal permit or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of Intent
2. Application
3. Photographs
4. Tree Survey

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



November 30, 2022

James Hoefert
Environmental Review Analyst
Town of Flower Mound
james.hoefert@flower-mound.com

Re: Tree Removal – 4424 Kimball Crossing

Dear Mr. Hoefert,

On behalf of the property owner, this letter is to constitute the required letter of intent for removal of specimen tree #7408 shown on the enclosed tree protection plan from the property located at 4424 Kimball Crossing.

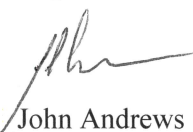
The reasons why removal of this tree is necessary are:

1. The tree sits in the middle of the J-driveway and garage entry pad.
2. Due to the topography of the subject lot, reversing the floor plan to move the driveway is not recommended or feasible.
3. Also due to the topography, moving the home further back on the lot is also not recommended or feasible.
4. Due to the tree's location near the garage entrances, pouring the driveway around the tree would not allow for safe ingress and egress of the garages.
5. The cost to create new architectural plans, civil engineering, structural engineering, and other plans or reports already provided to design around the tree would be substantial and overburdensome.

Given the reasons stated above we ask that the ECC committee render a suggestion of 'removal' to the Town and the Town grant the same.

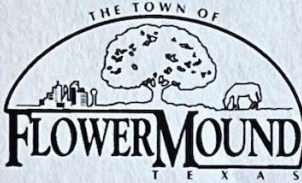
Thank you for your assistance in this matter, and please reach out with any questions or comments.

Regards



John Andrews
VP Legal & Compliance
PentaVia Custom Homes

Enclosed: Tree Protection Plan – 4424 Kimball Crossing



Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

Nick Schiwitz of Aroborillogical Services

Address:

16 Steel Road, Wylie, TX 75098

Phone:

972-442-1524 Ext. 229

Applicant's Legal Interest in the Property:

Arborist that completed the tree survey on the Property on behalf of the property Owner and General Contractor.

2. Property Owner(s)

Name(s): Daniel and Danielle Corello

Address: 3808 Cedarbrush Drive, Dallas, TX 75229

3. Location and Legal Description of Property:

4424 Kimball Crossing, Flower Mound, TX 75028

Lot 1, Block 3, of Pepper Creek Ranch Subdivision

Page 2 of 3.

4. Owner's Authorization of Representation

I, Daniel Corello, the owner of the above described real property, do hereby authorize Nick Schiwitz of Aroborillogical Services to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

DocuSigned by:

075742FBE48D493...

Signature of Owner

Given Under My Hand and Seal of Office
This the ___ Day of _____, 20__

Notary Public

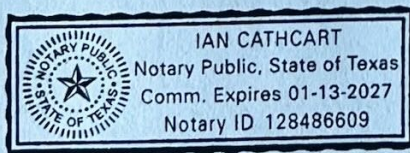
In and For Tarrant County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Nick Schiwitz, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Nick Schiwitz

Signature of Applicant



Landscape Architect License No. _____

State of Licensure _____

Or ISA Certified Arborist No. 4687A

Or Certified Forester No. _____

Given Under My Hand and Seal of Office
This the 33 Day of November, 2022

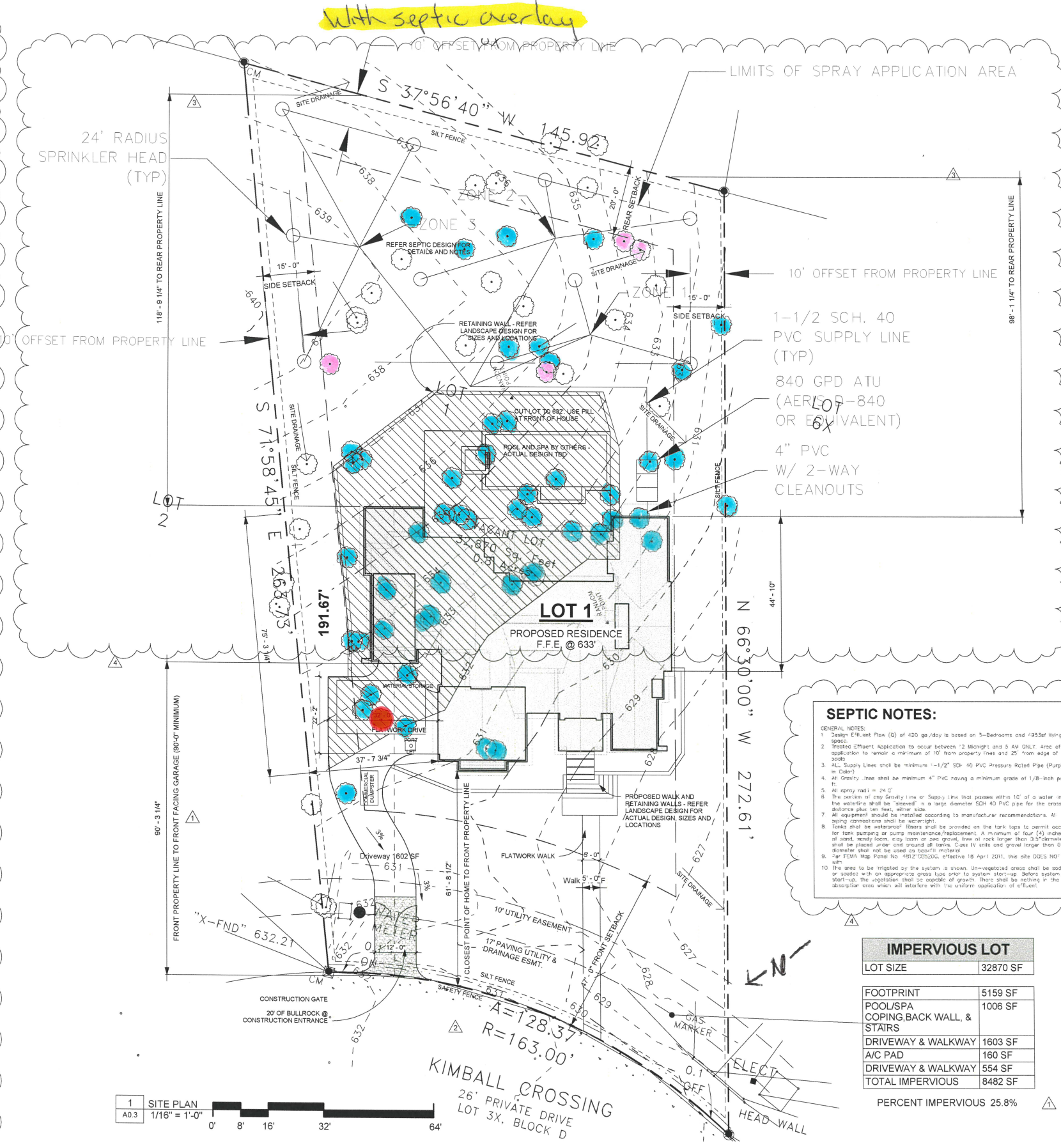
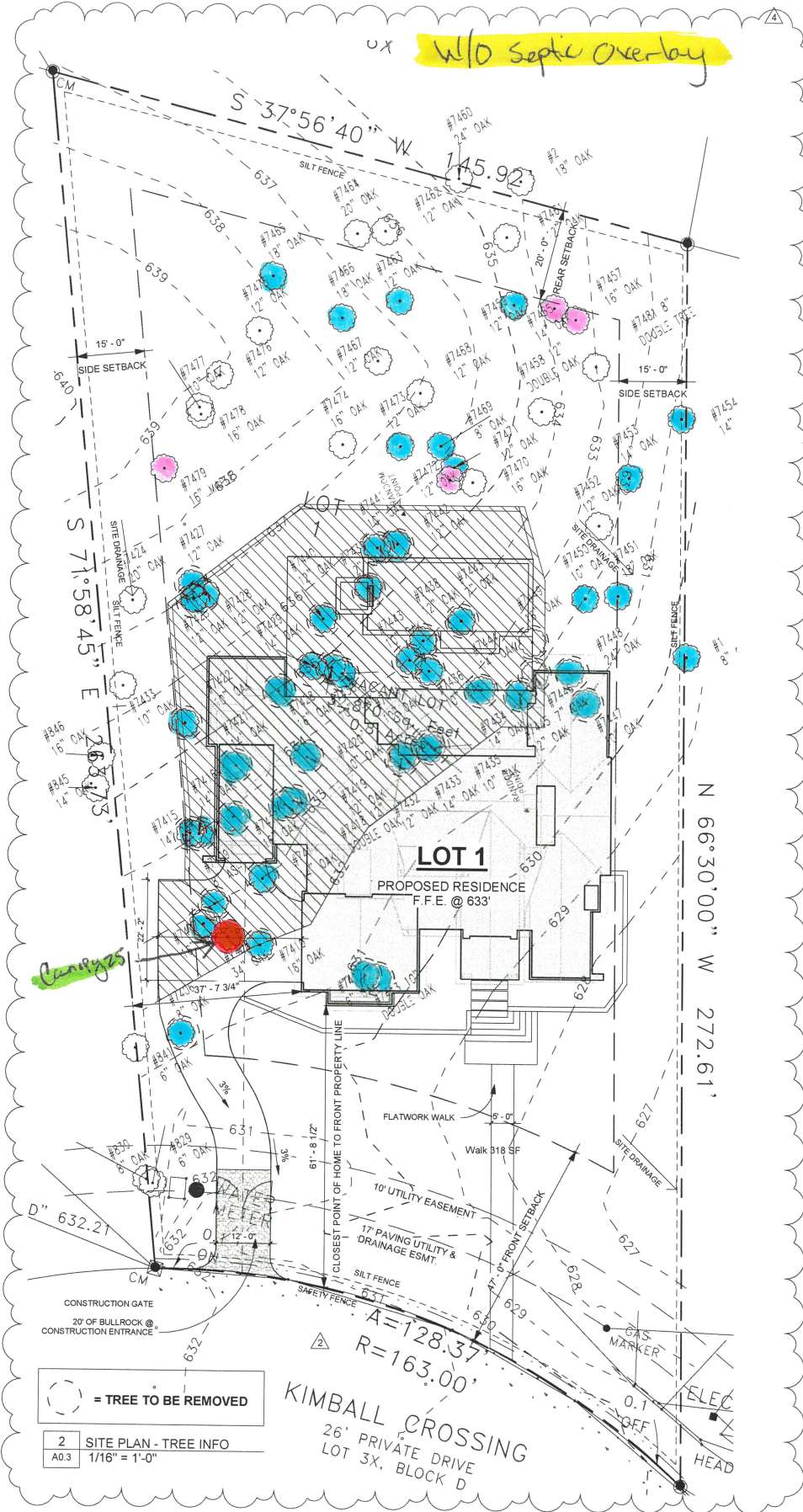
Notary Public

In and For Collin County, Texas

6. Received by Town of Flower Mound on (Date) 11/30/2022 by
(initials) JRH.

4424 Kimball Xing -
Specimen tree proposed for removal





SEPTIC NOTES:

GENERAL NOTES:

1. Design Effluent Flow (Q) of 420 gpd/day is based on 5-Bedrooms and 4935sf living space.
2. Treated Effluent Application to occur between 12 Midnight and 5 AM ONLY. Area of application to be a minimum of 10' from property lines and 25' from edge of roads.
3. All Supply Lines shall be minimum 1-1/2" SCH. 40 PVC Pressure Rated Pipe (Purple in Color).
4. All Gravity Lines shall be minimum 4" PVC having a minimum grade of 1/8" inch per ft.
5. All spray radii = 24".
6. The location of any Gravity Line or Supply Line that passes within 10' of a water line, the waterline shall be "sleeved" in a 6" diameter SCH. 40 PVC pipe for the crossing distance plus ten feet, either side.
7. All equipment shall be installed according to manufacturer recommendations. All piping connections shall be watertight.
8. Tanks shall be "winterized" filters shall be provided on the tank tops to permit access for tank pumping or pump maintenance/replacement. A minimum of four (4) inches of sand, washed, clean, dry form or pea gravel, free of rock larger than 3/4" diameter shall be placed under and around all tanks. Codes IV tanks and gravel larger than 0.5" diameter shall not be used as filter material.
9. per FEMA Map Panel No. 1912700200, effective 16 April 2011, this site DOES NOT lie within.
10. The area to be irrigated by the system is shown. Un-vegetated areas shall be sodded or seeded with an appropriate grass type prior to system start-up. Before system start-up, the vegetation shall be mowed to ground. There shall be no seeding or the absorption area which will interfere with the uniform application of effluent.

IMPERVIOUS LOT	
LOT SIZE	32870 SF
FOOTPRINT	5159 SF
POOL/SPA	1006 SF
COPING, BACK WALL, & STAIRS	
DRIVEWAY & WALKWAY	1603 SF
A/C PAD	160 SF
DRIVEWAY & WALKWAY	554 SF
TOTAL IMPERVIOUS	8482 SF
PERCENT IMPERVIOUS 25.8%	

RICHARDSON DESIGN, LLC
682.558.1331
NICK@RICHARDSONDESIGNSTUDIO.COM
RICHARDSONDESIGNSTUDIO.COM
11.15.2022

CORELLO RESIDENCE
4424 KIMBALL CROSSING
FLOWER MOUND, TX

PROJECT NO. 21008

ENGINEER
ARTEC ENGINEERING
4100 SPRING VALLEY RD.,
SUITE 405
DALLAS, TX 75244
469.604.6704

BUILDER
PENTAVIA
1900 W KIRKWOOD BLVD
SUITE 1300B
SOUTH LAKE, TEXAS 76282
817.601.5498

REVISION SCHEDULE

1	7.5.22	City Comments
2	9.7.22	City Comments
3	11.7.22	City Comment
4	11.15.22	Trees & Septic

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A0.3
SITE PLAN

CONSTRUCTION DOCUMENTS

☁ = Protected (Not to be removed) ● = Specimen ☁ = To be removed ☁ = Dead/Dying - to be removed

**NICHOLAS SCHIWITZ**

B.S. Forestry | ISA Certified Arborist, TX-4687A
ISA Texas Oak Wilt Qualified, TOWQ-455
972.442.1524 ext. 229 | Ft. Worth 817.849.1160
Toll Free: 1.866.55ARBOR (552.7267)
WWW.ARBORIOLOGICAL.COM | ESTABLISHED 1981



Arborilogical®

The Tree Care Experts

Tree Survey Date: October 17th, 2022

Tree Survey Conducted For: Pentavia Custom Homes

Property Location: 4424 Kimball Crossing, Flower Mound, TX 75022

Tree Survey Conducted by Certified Arborist: Nick Schiwitz TX-4687A

<u>TREE NUMBER</u>	<u>COMMON NAME</u>	<u>SCIENTIFIC NAME</u>	<u>DIAMETER (PER INCH)</u>	<u>CONDITION RATING</u>	<u>NOTES</u>
829	Post Oak	<i>Quercus stellata</i>	7.0	1	
830	Post Oak	<i>Quercus stellata</i>	7.6	1	
841	Post Oak	<i>Quercus stellata</i>	5.8	1	
7406	Blackjack Oak	<i>Quercus marilandica</i>	7.1	1	
7412	Post Oak	<i>Quercus stellata</i>	6.7	1	
7413	Post Oak	<i>Quercus stellata</i>	7.7	1	
7410	Post Oak	<i>Quercus stellata</i>	15.3	1	
7408	Post Oak	<i>Quercus stellata</i>	25.6	1	
7407	Post Oak	<i>Quercus stellata</i>	16.1	1	
7409	Green Ash	<i>Fraxinus pennsylvanica</i>	6.9	1	
7411	Post Oak	<i>Quercus stellata</i>	13.9	1	
7415 & 7416	Post Oak	<i>Quercus stellata</i>	23.2	1	Multi-trunk (one tree)
7417	Post Oak	<i>Quercus stellata</i>	16.3	1	
7418	Post Oak	<i>Quercus stellata</i>	13.3	2	Multi-trunk, one dead stem.
7419	Post Oak	<i>Quercus stellata</i>	11.4	1	
7433	Post Oak	<i>Quercus stellata</i>	13.9	1	
7432	Post Oak	<i>Quercus stellata</i>	10.4	1	
7434 & 7435	Blackjack Oak	<i>Quercus marilandica</i>	10.8	3	Multi-trunk (one tree), only one living stem. Ganoderma lucidum & hypoxylon canker present
7420	Post Oak	<i>Quercus stellata</i>	9.3	1	
7421	Post Oak	<i>Quercus stellata</i>	13.7	1	
7422	Post Oak	<i>Quercus stellata</i>	9.4	2	Sparse canopy
7423	Post Oak	<i>Quercus stellata</i>	10.5	2	Sparse canopy
7428	Post Oak	<i>Quercus stellata</i>	14.8	1	

<u>TREE NUMBER</u>	<u>COMMON NAME</u>	<u>SCIENTIFIC NAME</u>	<u>DIAMETER (PER INCH)</u>	<u>CONDITION RATING</u>	<u>NOTES</u>
7429	Post Oak	<i>Quercus stellata</i>	13.2	2	Sparse canopy
7430	Post Oak	<i>Quercus stellata</i>	10.5	3	Dead
7431	Post Oak	<i>Quercus stellata</i>	11.1	1	
7437	Post Oak	<i>Quercus stellata</i>	10.2	1	
7438	Post Oak	<i>Quercus stellata</i>	10.8	1	
7436	Post Oak	<i>Quercus stellata</i>	9.7	1	
7444	Post Oak	<i>Quercus stellata</i>	13.0	1	
7443	Post Oak	<i>Quercus stellata</i>	6.2	1	
7445	Post Oak	<i>Quercus stellata</i>	11.0	1	
7446	Post Oak	<i>Quercus stellata</i>	6.4	1	
7449	Post Oak	<i>Quercus stellata</i>	15.2	1	
7447	Post Oak	<i>Quercus stellata</i>	10.2	3	Ganoderma lucidum present. Multi-trunk, one dead stem.
7448	Post Oak	<i>Quercus stellata</i>	16.8	2	Sparse canopy
1	Post Oak	<i>Quercus stellata</i>	8.0	1	
7451	Post Oak	<i>Quercus stellata</i>	18.4	1	
7450	Post Oak	<i>Quercus stellata</i>	11.2	1	
7442	Post Oak	<i>Quercus stellata</i>	10.7	1	
7441	Post Oak	<i>Quercus stellata</i>	9.5	1	
7439	Post Oak	<i>Quercus stellata</i>	11.0	1	
7440	Post Oak	<i>Quercus stellata</i>	9.2	2	Sparse canopy & poor form
7426	Post Oak	<i>Quercus stellata</i>	12.2	1	
7425	Post Oak	<i>Quercus stellata</i>	11.4	1	
7427	Post Oak	<i>Quercus stellata</i>	10.9	1	
7424	Post Oak	<i>Quercus stellata</i>	18.2	2	25% dead branches
7479	Osage-Orange	<i>Maclura pomifera</i>	15.7	2	50% dead branches
7478	Post Oak	<i>Quercus stellata</i>	16.6	1	
7477	Post Oak	<i>Quercus stellata</i>	9.3	1	
7476	Post Oak	<i>Quercus stellata</i>	12.2	1	
7475	Post Oak	<i>Quercus stellata</i>	12.0	1	
7467	Post Oak	<i>Quercus stellata</i>	10.1	2	Sparse canopy
7468	Post Oak	<i>Quercus stellata</i>	12.3	1	
7474	Post Oak	<i>Quercus stellata</i>	12.6	1	
7473	Post Oak	<i>Quercus stellata</i>	10.9	1	
7469	Post Oak	<i>Quercus stellata</i>	7.3	1	

<u>TREE NUMBER</u>	<u>COMMON NAME</u>	<u>SCIENTIFIC NAME</u>	<u>DIAMETER (PER INCH)</u>	<u>CONDITION RATING</u>	<u>NOTES</u>
7472	Post Oak	<i>Quercus stellata</i>	9.1	3	80% dead branches & poor form
7471	Post Oak	<i>Quercus stellata</i>	12.4	1	
7470	Post Oak	<i>Quercus stellata</i>	14.6	2	35% dead branches
7452	Post Oak	<i>Quercus stellata</i>	11.8	1	
7453	Post Oak	<i>Quercus stellata</i>	13.4	1	
7454	Post Oak	<i>Quercus stellata</i>	12.3	1	
7455	Post Oak	<i>Quercus stellata</i>	9.4	1	
7458	Post Oak	<i>Quercus stellata</i>	17.8	1	
7481	Post Oak	<i>Quercus stellata</i>	9.7	1	
7456	Green Ash	<i>Fraxinus pennsylvanica</i>	15.1	3	85% dead branches, 1 dead stem, & previous wood boring insect infestation
7457	Green Ash	<i>Fraxinus pennsylvanica</i>	16.5	3	75% dead branches & trunk decay
7459	Post Oak	<i>Quercus stellata</i>	11.0	1	
7463	Post Oak	<i>Quercus stellata</i>	12.9	1	
7462	Post Oak	<i>Quercus stellata</i>	10.7	1	
7466	Post Oak	<i>Quercus stellata</i>	16.0	1	
7465	Post Oak	<i>Quercus stellata</i>	16.0	1	
7464	Post Oak	<i>Quercus stellata</i>	16.9	1	
7460	Post Oak	<i>Quercus stellata</i>	18.6	1	
2	Post Oak	<i>Quercus stellata</i>	17.8	1	
7461	Post Oak	<i>Quercus stellata</i>	9.9	1	
32	Post Oak	<i>Quercus stellata</i>	7.2	1	Not tagged by previous survey
33	Blackjack Oak	<i>Quercus marilandica</i>	10.1	1	Not tagged by previous survey

Condition Rating

1. Good - Tree has minor disease or insect problems, if any. crown.
Has good branching pattern and minor to no wounds at the base or along the main stem.
Has a well-developed
2. Fair - Tree could have disease or insect problems, wounds along the base or main stem
that do not impact the structural stability, or could contain a relatively large amount of deadwood.
This type of tree could remain with the proper care given.
3. Poor - Tree is dead or or in poor health. Tree has major problems and would be a risk of failure.
The structural integrity of the tree is likely compromised.



TOWN COUNCIL AGENDA K.2. REGULAR ITEM(S)

DATE: January 17, 2023
FROM: Chuck Russell, Principal Planner
ITEM: **Public Hearing to consider an ordinance amending the zoning (Z22-0006- Oakridge Lane) from Interim Holding (IH) uses to Single Family District-10 (SF-10) uses. The property is generally located southwest of the intersection of Oakridge Lane and Ridgcrest Drive. (The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its January 9, 2023, meeting.)**

BACKGROUND: SUMMARY DATA:

- Size – 0.60 acres
- Proposed Zoning – SF-10 (Single Family District-10, minimum 10,000 sf lots)
- Proposed Density – Medium Density Residential, as designated in the Master Plan
- SMARTGrowth – Exempt
- Traffic Analysis – Exempt
- Incentives – N/A
- [Planning & Zoning Commission Report](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its January 9, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

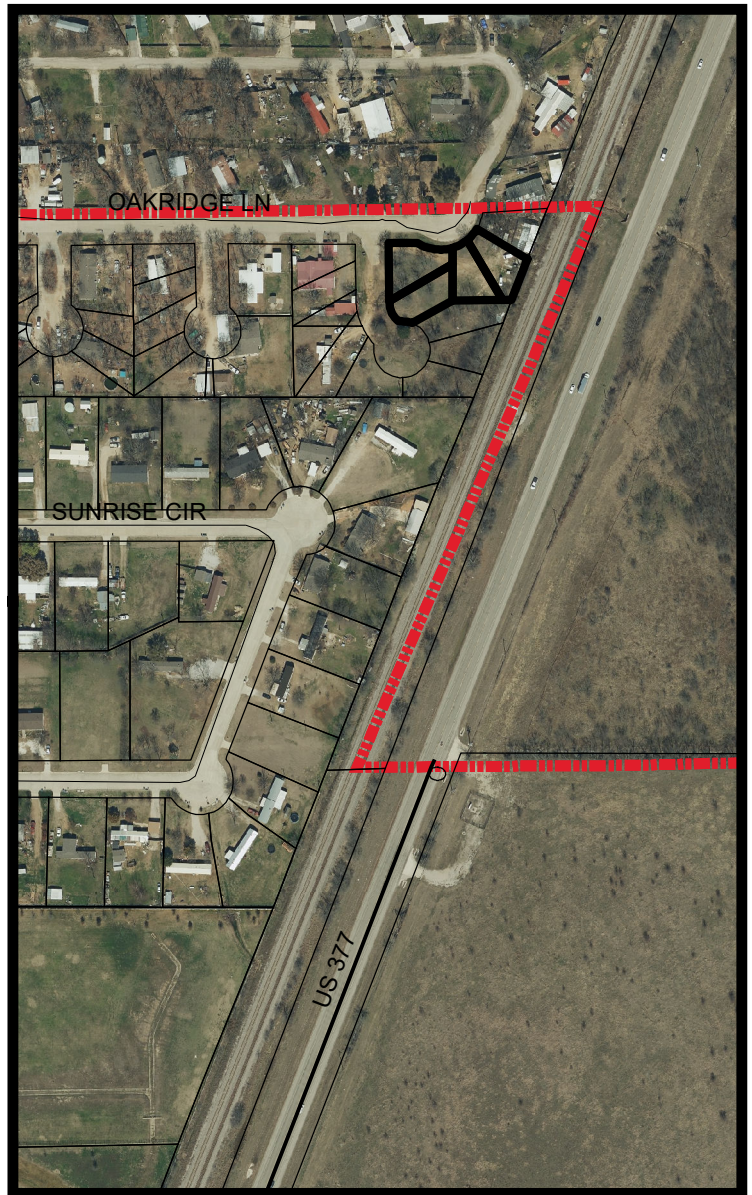
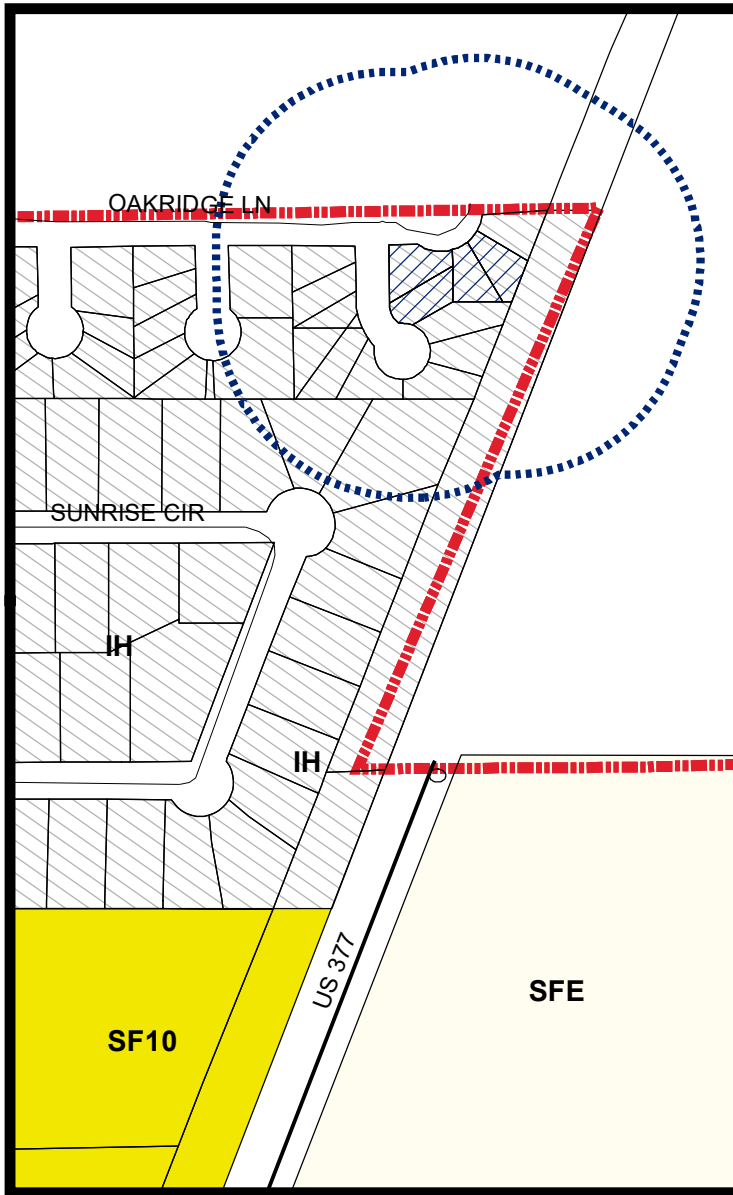
ATTACHMENTS:

1. Vicinity and Aerial Maps
2. DRAFT Ordinance

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

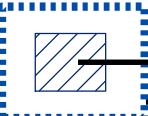
Vicinity Map

Reference Project: Z22-0006



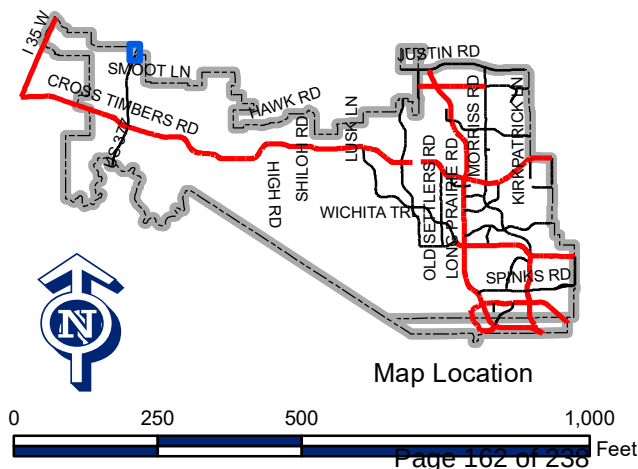
LEGEND

 Interim Holding
  Single Family 10
  Single Family Estate


 Subject Property
 — 200 ft Notification Buffer around Property

Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flower-mound.com/notifyme> to sign up for text message and/or email alerts for future projects.



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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE FLOWER MOUND CODE BY ADOPTING SF-10 SINGLE FAMILY DISTRICT-10 ZONING ON APPROXIMATELY 0.60 ACRES OF LAND BEING ALL OF LOTS 51, 52, 53, AND 54 OF THE STONECREST SOUTH ADDITION IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; 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 heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 0.60 acres of land being all of Lots 51, 52, 53, and 54 of the Stonecrest South Addition, Denton County, Texas, (the "Property") have filed an application seeking to zone the Property as an SF-10 Single Family District-10; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on January 9, 2023, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on January 17, 2023, with respect to the proposed rezoning as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of rezoning on the property; and,

WHEREAS, the Town Council finds that amendment of the Zoning Map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

Approximately 0.60 acres of land being all of Lots 51, 52, 53, and 54 of the Stonecrest South Addition, Denton County, Texas, and more fully described in Exhibit "A" hereto.

SF-10 Single Family District-10 uses as depicted in the zoning exhibit attached as Exhibit "A" hereto.

SECTION 2

The official Zoning Map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official Zoning Map to reflect the approved zoning, as set forth above.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances and of the Flower Mound Code 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 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 Flower Mound Code. 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 are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that 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

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY OF JANUARY, 2023.

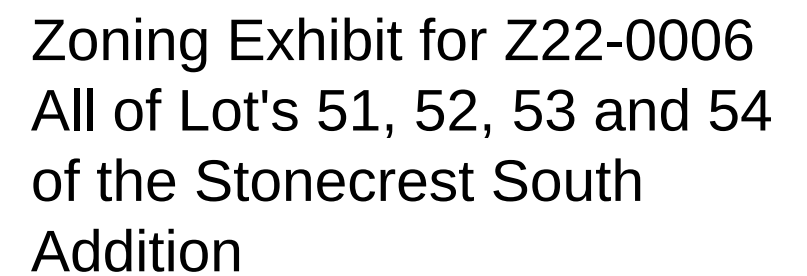
APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"



The plat hereon is a true and accurate representation of the property as determined by survey made on the ground, the lines and dimensions of said property as being indicated on the Plat. The size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of property except as shown, set back from the property lines is as shown, and the nearest street or road is shown. There are no visible encroachments, visible protrusions or apparent easements, except as shown on the Plat. I further certify that no portion of subject property lies within a special flood hazard area according to The FLOOD INSURANCE RATE MAP for Denton County and Incorporated Areas, Map Number 48121CO505G, Dated April 18, 2011. (Subject property lies in Zone X)

7	DRAWN BY: <u>SLB</u>	CAPITAL TITLE G.F. 21-645869-DU
	SCALE: 1"=30'	DATE: 01 FEBRUARY, 2022 JOB NO: 226241A



TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

DATE: January 17, 2023
FROM: Theresa Scott, Town Secretary
ITEM: Discuss and consider Town Council agenda packet content.

BACKGROUND: A future agenda item was requested on December 5, 2022 to discuss the type of information included in the Town Council Agenda Packet, including the addition of an executive summary.

Staff collected both agenda and staff report examples from 7 of the Town's 14 benchmark cities:

1. Allen
2. Carrollton
3. Denton
4. Frisco
5. Highland Village
6. Lewisville
7. Southlake

Agenda packets for the cities listed above varied from 100 - 500 pages total and information was presented similarly in all cities, including Flower Mound.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$

Proposed Expenditure/(Revenue)
\$

Account Number(s):
100-XXX-XXXXXX-XXXX

LEGAL REVIEW:

ATTACHMENTS:

1. Agenda and Packet Examples

DRAFT MOTION: Discuss and provide staff with direction.



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
TUESDAY, JANUARY 10, 2023 – 7:00 PM
CITY COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TEXAS 75013**

1. Call to Order and Announce a Quorum is Present.

2. Pledge of Allegiance.

3. Public Recognition.

3.1 Presentation of Proclamations by the Office of the Mayor.

- Allen Community Band Day
- Martin Luther King Day

3.2 Presentation of the Mayor's Distinguished Service Award.

3.3 Recognition of the Downtown Steering Committee members.

4. Citizens' Comments.

[The City Council invites citizens to speak to the Council on any topic not on the agenda or not already scheduled for Public Hearing. Prior to the meeting, please complete a "Public Meeting Appearance Card" and present it to the City Secretary. The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.]

5. Consent Agenda.

[Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.]

5.1 Approve Minutes of the December 13, 2022, Regular City Council Meeting.

6. Regular Agenda.

6.1 Conduct a Public Hearing and adopt an Ordinance to amend the Allen Land Development Code to include (a) amending Section 4.08.19 of the Allen Land Development Code to redesignate the "Central Business District (CBD)" to be known as the "Downtown District (DD)" and amending the regulations relating to the development and use of the property within the Downtown District (DD); and (b) make other conforming amendments to the Allen Land Development Code including: (1) Amending Sections 4.02.1, 4.05.6, 7.09.2, and 7.09.5 to replace the term "'CBD' Central Business District" with the term "'D' Downtown District" where it appears; (2) Amending Section 4.15.2, "Schedule of residential height and

area regulations,” by deleting footnote (1) and renumbering footnotes accordingly; (3) Deleting Section 4.20.4, “Schedule of principal uses—Central business district;”; (4) Deleting Section 4.20.5, “Schedule of accessory uses central business district;”; (5) Amending Section 6.06.13, “Urban Residential,” by providing for exceptions to be permitted in the Downtown District; (6) Amending Section 6.06.14, “Townhomes,” by providing regulations for specifically for Townhomes in the “Downtown District; (7) Amending Section 6.06.15, “Mobile Food Establishments,” by permitting Food Truck Sites in the Downtown District and by providing location standards for Food Truck Sites and Food Truck Parks in the Downtown District; (8) Amending Section 7.05.3.5.d, “Landscape buffer planting requirements,” to replace the term, “central business district” with “Downtown District” and to modify approval authority from Commission to the Downtown Design Review Board; (9) Amending Section 7.09.11.2 – Table 7.23, “Permanent signs,” by deleting the section relating to signage in the “Central Business District;” and (10) Amending Section 8.05.1.12, “Neo-traditional subdivisions,” by deleting the reference to “CBD central business district.” The property affected by these amendments is 241.1± acres in the City of Allen, Texas, located in the W. Perrin Survey, Abstract No. 708; A. Perrin Survey, Abstract No. 713; J. Read Survey, Abstract No. 758; D. Wetsel Survey, Abstract No. 977; and P. Wetsel Survey, Abstract No. 990; and generally located east of US Highway 75, east of the portion of Bonham Drive that is south of Main Street; south of Whisenant Estates Installments #1-3, south of Whis-Lynge Hill Addition No. 1, south of Hydrous Wake Park; west of Cottonwood Creek; and north of Burnett to Allen Addition, north of Allenwood Estates #3, and north of Millennium Business Park Replat for Lots 3R-4R, Block 3.

6.2 Adopt an Ordinance amending the Code of Ordinances by Amending Sections 6-85(H), 9-151, and 9-206 to replace the phrase “Central Business District” with the phrase “Downtown District” and amending Chapter 9 “Motor Vehicles and Traffic,” Section 9-2 “Definitions” by deleting the definition for “Central Business District” and adding a definition for the phrase “Downtown District.”

6.3 Tabled Item - Conduct a Public Hearing and adopt an Ordinance to amend the development regulations of Planned Development No. 98 with a base zoning of Single Family and adopt a Concept Plan, Building Elevations, and a Landscape Plan for Lots 1 - 18, Block A, Lots 1 - 9, Block B, and lots 1 - 3, Block X, Ridgeview Villas, generally located south of Ridgeview Drive and east of Exchange Parkway. [Ridgeview Villas] **Application for Zoning has been withdrawn by the Applicant.**

7. **Other Business.**

[Council announcements regarding local civic and charitable events, meetings, fundraisers, and awards.]

7.1 Calendar.

- January 12, 2023 - Council Candidate Workshop, 5:30 p.m., Council Conference Room at Allen City Hall
- January 28, 2023 - City Council Strategic Planning Session, 9 a.m., Courtyard by Marriott Allen at the Event Center

7.2 Items of Interest.

8. **Executive Session (As needed).**

Legal, Section 551.071.

As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Agenda may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

8.1 Reconvene and consider action on items resulting from Executive Session.

9. **Adjournment.**

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, January 6, 2023, at 5:00 p.m.

Shelley B. George, City Secretary

Allen City Hall is wheelchair accessible. Access to the building and special parking are available at the entrance facing Century Parkway. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 214.509.4105.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:

January 10, 2023

AGENDA CAPTION:

Conduct a Public Hearing and adopt an Ordinance to amend the Allen Land Development Code to include (a) amending Section 4.08.19 of the Allen Land Development Code to redesignate the “Central Business District (CBD)” to be known as the “Downtown District (DD)” and amending the regulations relating to the development and use of the property within the Downtown District (DD); and (b) make other conforming amendments to the Allen Land Development Code including: (1) Amending Sections 4.02.1, 4.05.6, 7.09.2, and 7.09.5 to replace the term “‘CBD’ Central Business District” with the term “‘D’ Downtown District” where it appears; (2) Amending Section 4.15.2, “Schedule of residential height and area regulations,” by deleting footnote (1) and renumbering footnotes accordingly; (3) Deleting Section 4.20.4, “Schedule of principal uses—Central business district;”; (4) Deleting Section 4.20.5, “Schedule of accessory uses central business district;”; (5) Amending Section 6.06.13, “Urban Residential,” by providing for exceptions to be permitted in the Downtown District; (6) Amending Section 6.06.14, “Townhomes,” by providing regulations for specifically for Townhomes in the “Downtown District; (7) Amending Section 6.06.15, “Mobile Food Establishments,” by permitting Food Truck Sites in the Downtown District and by providing location standards for Food Truck Sites and Food Truck Parks in the Downtown District; (8) Amending Section 7.05.3.5.d, “Landscape buffer planting requirements,” to replace the term, “central business district” with “Downtown District” and to modify approval authority from Commission to the Downtown Design Review Board; (9) Amending Section 7.09.11.2 – Table 7.23, “Permanent signs,” by deleting the section relating to signage in the “Central Business District;” and (10) Amending Section 8.05.1.12, “Neo-traditional subdivisions,” by deleting the reference to “CBD central business district.” The property affected by these amendments is 241.1± acres in the City of Allen, Texas, located in the W. Perrin Survey, Abstract No. 708; A. Perrin Survey, Abstract No. 713; J.

Read Survey, Abstract No. 758; D. Wetsel Survey, Abstract No. 977; and P. Wetsel Survey, Abstract No. 990; and generally located east of US Highway 75, east of the portion of Bonham Drive that is south of Main Street; south of Whisenant Estates Installments #1-3, south of Whis-Lynge Hill Addition No. 1, south of Hydrous Wake Park; west of Cottonwood Creek; and north of Burnett to Allen Addition, north of Allenwood Estates #3, and north of Millennium Business Park Replat for Lots 3R-4R, Block 3.

STAFF RESOURCE:

Marc Kurbansade, Director of Community Development

BOARD/COMMISSION ACTION:

The proposed amendments have been reviewed by the Technical Review Committee. The Planning and Zoning Commission recommended unanimous approval of the request at the December 6, 2022 meeting.

PREVIOUS COUNCIL ACTION:

June 25, 2002 - ALDC Amendment Approved - Ordinance No. 2069-6-02
November 26, 2002 - ALDC Amendment Approved - Ordinance No. 2112-11-02
September 13, 2005 - ALDC Amendment Approved - Ordinance No. 2433-9-05
August 10, 2021 - ALDC Amendment Approved - Ordinance No. 3846-8-21

STRATEGIC PLANNING GOAL:

Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

On July 12, 2022, the Downtown Steering Committee presented the Downtown Plan to City Council. One of the implementation objectives in this Plan was to amend the Allen Land Development Code (ALDC) to reflect the vision that was part of this plan. These amendments are the next step in that process.

These amendments will replace the regulations in the existing Section 4.08.19 with new regulations. An amendment summary along with references to the applicable section of the ALDC are included below.

- Downtown District & Overlay Districts - The current zoning map includes one overall zoning district--the Central Business District. The proposed changes include modifying this map by designating one overall district--the Downtown District with three overlay districts, which are defined below:
 - The Cultural Core Overlay is the central part of the Downtown District and is the core area where the oldest storefronts from the early 1900s exist. It is intended to form the heart of

the downtown through mixed-use with active pedestrian-scale development.

- The Residential Transition Overlay is intended to support the revitalization of the Downtown District by providing for appropriate transitions between the higher-density commercial and mixed-use development in the Downtown District and the surrounding single-family residential neighborhoods.
 - The Cottonwood Creek Overlay is intended to serve as a mixed -use area focusing on activating Cottonwood Creek from a pedestrian use standpoint. This is the only district that may allow a residential density bonus.
- Residential Density & Height Limits - Each District and Overlay will have its own corresponding residential density and height limits. These are shown below:

District / Overlay	Density	Height
Downtown District	32 dwelling units per acre	4 stories or 55 feet
Cultural Core Overlay*	18 dwelling units per acre	2 stories or 35 feet
Cottonwood Creek Overlay**	32 dwelling units per acre	4 stories or 55 feet
Residential Transition Overlay	18 dwelling units per acre	2.5 stories or 35 feet

**Residential dwelling units only permitted in upper stories of vertically integrated building.*

***Density bonus may be available provided certain conditions are satisfied.*

- Street Cross Sections - The Downtown District will include three main thoroughfare types: Arterial Streets, Primary Streets, and Secondary Streets. Figures 3-15 provide the typical street cross sections associated with each of these thoroughfare types. In several instances there are multiple cross- sections associate with a thoroughfare type. The intent is to provide flexibility in design options depending on the development that is adjacent to the thoroughfare.
- Downtown Design Review Board - One of the outcomes of the Downtown Plan was the suggestion to revise the composition and scope of the current Design Review Committee. To this end, the new Downtown Design Review Board would now consist of seven residents members, with city staff only serving as a liaison to this Board. The main duties of the Board will be to:
 - Approve/disapprove major modifications in Downtown District
 - Approve/disapprove minor modifications in the Cultural Core Overlay
 - Designation of a culturally significant structures
 - Advisory Board for long-range planning activities
- Minor Modifications - Minor modifications will be reviewed at an administrative/staff level except for those in the Cultural Core Overlay, which will be reviewed by the Downtown Design Review Board. Below is a list of the minor modifications and associated review thresholds:
 - Minimum Lot Area (< 20% deviation)
 - Maximum Lot Coverage (< 20% deviation)
 - Maximum Block Length (< 20% deviation)
 - Minimum Building Frontage (< 20% deviation)
 - Minimum First Floor Transparency (< 20% deviation)
 - Number and/or size for Signage (< 20% deviation)
 - Planting area and/or Landscape materials (< 20% deviation)
 - Off-street Parking Requirements for non-residential uses (<20% reduction)
 - Density Bonus in Cottonwood Creek Overlay (<20% or 38 units per acre)
- Major Modifications - All major modifications will be reviewed by the Downtown Design

Review Board. Below is a list of the major modifications and associated review thresholds:

- Deviations to Architectural Standards (e.g., location of building types; location and placement of building on the lot; orientation of the principal entrance to a building; and requirements for building facades, fenestration, and materials)
 - Off-street Parking Requirements for non-residential uses specifically in the Cultural Core Overlay (<20% reduction)
 - Height & Area (> 20% deviation)
 - Density Bonus in Cottonwood Creek Overlay (>38 units per acre and < 45 units per acre).
- Permitted Land Uses - The use charts for the current Central Business District are located in tables in Section 4.20.4 (Principal Uses) and Section 4.20.5 (Accessory Uses). This change will consolidate the uses into one table and relocate them to the new Downtown District, Section 4.08.19. The main substantive changes to the uses are with regard to residential uses, detailed below:
 - Urban Residential Dwellings are currently permitted in the entire Central Business District. The proposed changes would exclude Urban Residential Dwellings from the Residential Transition Overlay and only permit them in the Cultural Core Overlay if they are vertically integrated into an existing mixed-use building with ground-floor non-residential uses.
 - Single-Family Attached Dwellings / Townhomes are currently permitted only via a Specific Use Permit in the Central Business District. The proposed changes would allow Townhomes by right in the Downtown District and Residential Transition Overlay; require a Specific Use Permit in the Cottonwood Creek Overlay; and exclude them from the Cultural Core Overlay.
 - Single-Family Detached Dwellings are currently prohibited in the Central Business District. The proposed changes would permit a Single-Family Detached Dwelling in the Downtown District, Residential Transition Overlay, and Cottonwood Creek Overlay only after approval of a Specific Use Permit. Single-Family Detached Dwellings would be prohibited in the Cultural Core Overlay.
- Supplementary Regulations for Townhomes - These regulation changes are meant to provide standards for a Townhome dwelling unit that is more urban in nature than the current regulations located in Section 6.06.14 of the ALDC. These modifications will eliminate the maximum number of contiguous townhome units, making the frontage maximum of attached units subject only to block length requirements. Additionally, these modifications will require open space / amenity space to be developed with each development. Finally, there are a number of proposed lot design regulations that are meant to further a pedestrian-oriented design.
- Architectural Standards - The standards necessary to regulate building design and urban form are included in this section. Below is a summary of how each of these standards are addressed in the proposed amendments:
 - Building Types - The various building types that would be incorporated into the Downtown District are illustrated in this section.
 - Build-To Zones - These are different from setbacks in that they are maximum setbacks. The main purpose is to create an urban form where the building facades help "frame" pedestrian area rather than being set back too far to accomplish this task.
 - Building Orientation - Buildings are to be oriented either toward a public street/way or a public open space.
 - Building Façades - These regulations provided guidance with respect to vertical and horizontal facade articulation.
 - Building Materials - Materials can be regulated in the Downtown District and they are

outlined in this section.

- **Parking Requirements** - The proposed regulations for parking in the Downtown District strive to create a balance of providing ample parking without over-parking this district. To this end, a number of provisions are added to relax the requirements since it is anticipated that there will internal capture of trips. Additionally, there are a number of provisions to share parking amongst different uses/property owners in the Downtown.
- **Landscaping & Screening** - The current Central Business District and the standard ALDC requirements currently have minor conflicts with regard to requirements. The proposed amendments will eliminate these conflicts so that landscaping and screening provisions for the Downtown are standalone regulations. The main difference between the Downtown landscaping provisions and conventional development patterns is that landscape buffers are not implemented in the traditional sense. Landscaping will focus more on the streetscape and enhancing the pedestrian realm.
- **Signage** - The proposed signage regulations will incorporate all signage regulations into the Downtown regulations apart from the standard signage regulations in the ALDC. Since development in the Downtown is more pedestrian-oriented in nature, the signage types and sign area will be consistent with this development pattern. For instance, sign types like A -Frame Signs and Patio Umbrellas will be included in the amended regulations. Painted Signs (commercial message) and Murals (non-commercial message) will be regulated differently depending on the message being conveyed.
- **Downtown Improvement Fund** - There are several cases in the proposed Downtown regulations where a property owner is given the option of a payment in lieu of providing either a portion of parking or open space. In these cases, a payment can be made to the Downtown Improvement Fund, where the City would be given the option to accumulate several smaller contributions to utilize for larger-scale improvements.

Additionally, there are two other sections of the ALDC that are being amended. These are noted and summarized below:

- **Section 6.06.13. Urban Residential** - The amendment proposed in this section is minor in nature. The section pertaining to base zoning redirects the user of the ALDC to reference the Downtown District.
- **Section 6.06.15. Mobile Food Establishments** - This section of the ALDC is being amended for three main reasons. First, the Downtown District is being added to the list of districts where a food truck would be permitted. Second, the distance requirement for a food truck from a restaurant is being reduced from 300 feet to 100 feet only for the Downtown. Third, the requirement for adjacent restrooms associated with a food truck would be waived in the Downtown.

LEGAL NOTICES

Public Hearing Signs - November 18, 2022
Public Hearing Letters - November 17, 2022

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to amend the Allen Land Development Code to include (a) amending Section 4.08.19 of the Allen Land Development Code to redesignate the “Central Business District (CBD)” to be known as the “Downtown District (DD)” and amending the regulations relating to the development and use of the property within the Downtown District (DD); and (b) make other conforming amendments to the Allen Land Development Code.

ATTACHMENT(S)

[Ordinance](#)

[Property Notification Map](#)

File #	Ver.	Agenda Item #	Name	Type	Title	Action	Result
2a	1	1.			Receive information and discuss Agenda.		
5952	1	4.	Discuss Fire Station 6 Relocation Options	Work Session Item	Discuss Fire Station 6 Relocation Options.		
5964	1	5.	Receive An Update On The Utility Operating Fund And Proposed Rate Changes	Work Session Item	Receive An Update On The Utility Operating Fund And Proposed Rate Changes.		
5231	1	6.		Work Session Item	Mayor And Council Reports And Information Sharing.		
5966	1	7.	Present Civilian Sudden Cardiac Arrest Life Saving Recognition	Honorary Resolution	Present Civilian Sudden Cardiac Arrest Life Saving Recognition.		
5967	1	8.	Present Civilian Sudden Cardiac Arrest Life Saving Recognition	Honorary Resolution	Present Civilian Sudden Cardiac Arrest Life Saving Recognition.		
5970	1	*10.		Minutes	Consider Approval Of The October 25, 2022 Regular Meeting Minutes.		
5971	1	*11.		Minutes	Consider Approval Of The November 1, 2022 Regular Meeting Minutes.		
5953	1	*12.			Consider Approval Of The Purchase Of Police Duty And Training Ammunition From Precision Delta Corporation Through A BuyBoard Contract, In An Amount Not to Exceed \$75,000.00.		
5956	1	*13.	Chevrolet Bolts 2023		Consider Approval Of The Purchase Of Three (3) Chevrolet Bolts For Various Departments From Lake Country Chevrolet Through A Purchasing Agreement With The TIPS Purchasing Cooperative In An Amount Not To Exceed \$83,704.50.		
5957	1	*14.	Passenger Vans 2023		Consider Approval Of The Purchase Of Two (2) Ford Transit Passenger Vans From Silsbee Ford Through An Interlocal Agreement With BuyBoard In An Amount Not To Exceed \$117,543.00.		
5958	1	*15.	Toro SandPro Infield Equipment		Consider Approval To Purchase Three (3) Athletic Field Maintenance Units From Professional Turf Products Through A Cooperative Purchasing Agreement With BuyBoard In An Amount Not To Exceed \$119,469.38.		
5965	1	*16.	Silverado Trucks 2023		Consider Approval Of The Purchase Of Two (2) Chevrolet Silverado 1500 Trucks From Lake Country Chevrolet Through An Interlocal Agreement With The TIPS Purchasing Cooperative In An Amount Not To Exceed \$71,410.50.		
5961	1	*17.	Consider Authorizing The City Manager To Renew Project Management Software From Carahsoft Through A Co-Operative Agreement With Texas Department Information Resources DIR-TSO-4288 In An Annual Amount Of \$83,418.83 For Three Years For A Total Contract Amou		Consider Authorizing The City Manager To Renew Project Management Software From Carahsoft Through A Co-Operative Agreement With Texas Department Information Resources DIR-TSO-4288 In An Annual Amount Of \$83,418.83 For Three Years For A Total Contract Amount Not To Exceed		

File #	Ver.	Agenda #	Name	Type	Title	Action	Result
5969	1	*18.	Purchase Of Fire Fighter Protective Clothing From Casco For The Fire Department Thru An Inter-Local Agreement With Buy-Board In An Amount Not To Exceed \$154,700.00		\$250,256.50. Consider Approval Of The Purchase Of Firefighter Protective Clothing From Casco Through An Interlocal Agreement With BuyBoard In An Amount Not To Exceed \$154,700.00.		
5960	1	*19.	ILLSN TOD Street Signs 11/15/2022	Resolution	Consider Approval Of An Agreement With Consolidated Traffic Controls, Inc. Through An Interlocal Agreement With The HGAC Cooperative Purchasing Network For The Manufacture and Installation Of Illuminated Street Name Signs In An Amount Not To Exceed \$1,200,000.00.		
5962	1	*20.	Consider An Ordinance Amending Chapter 31, The Comprehensive Fee Schedule	Ordinance	Consider An Ordinance Amending Chapter 31, The Comprehensive Fee Schedule.		
5963	1	*21.	Consider An Ordinance Amending The Capital Budgets And Operating Budgets For Fiscal Year October 1, 2022, Through September 30, 2023	Ordinance	Consider An Ordinance Amending The Capital Budgets And Operating Budgets For Fiscal Year October 1, 2022, Through September 30, 2023.		
5918	1	*22.	The Investment Officer's Fourth Quarter And Annual Report And Investment Strategies For fiscal Year Ending September 30, 2022	Resolution	Consider A Resolution Accepting The Investment Officer's Fourth Quarter And Annual Report And Investment Strategies For Fiscal Year Ending September 30, 2022.		
5919	1	*23.	2023 Investment Policy	Resolution	Consider A Resolution Adopting The Investment Policy As A Fulfillment Of The Public Funds Investment Act Chapters 2256.005 and 2256.025.		
5951	1	*24.	Traffic Signal Agreement For Belt Line Road With TxDOT	Resolution	Consider A Resolution Authorizing The City Manager To Enter Into A Traffic Signal Agreement With The Texas Department Of Transportation (TxDOT) To Allow The Reimbursement And Maintenance Of Traffic Signals In The IH-35E Corridor During The TxDOT Reconstruction Project.		
5954	1	*25.	2023 Stop Loss Resolution	Resolution	Consider A Resolution Authorizing The City Manager To Execute A Contract With SA Benefits - Zurich To Provide Stop Loss Coverage For The City's Benefit Plan In An Amount Not To Exceed \$105 Per Employee Per Month.		
5959	1	*26.		Resolution	Consider A Resolution Authorizing Submission Of Applications Through The 2022 Homeland Security Grant Program And Acceptance Of Specific Awards Under The Urban Area Security Initiative (UASI) Grant In A Total Amount Of \$130,000.		
5968	1	*27.	Trinity Mills Station - Phase I Catalytic Development	Resolution	Consider A Resolution Authorizing The City Manager To Negotiate And Execute An Economic Development Agreement With The Integral Group, LLC And KOA Partners, LLC Regarding The Construction Of A Mixed-Use Multi-Family Building And A Class 'A' Office Building In The Trinity Mills Station Development At IH-35E And President George Bush Turnpike.		



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 5953

Agenda Date: 11/15/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Bid/Purchases

Agenda Number: *12.

CC MEETING: November 15, 2022

DATE: November 8, 2022

TO: Erin Rinehart, City Manager

FROM: Rex Redden, Executive Director of Public Safety
Marc Guy, Assistant City Manager

Consider **Approval Of The Purchase Of Police Duty And Training Ammunition From Precision Delta Corporation Through A BuyBoard Contract, In An Amount Not to Exceed \$75,000.00.**

BACKGROUND:

The Police Department was previously approved by City Council to replace its weapon system with the Generation 5 9mm Glock 45. All sworn officers are required to successfully complete proficiency requirements on the new weapon system, as provided by Texas Administrative Code, Section 218.9. This agenda item requests approval to purchase the ammunition needed for daily operations and appropriate training for the Department in Fiscal Year 2023. The purchase will be made from Precision Delta Corporation using Texas BuyBoard Contract #603-20.

FINANCIAL IMPLICATIONS:

The duty and training ammunition will be purchased from budgeted funds for Police Management Services-Other Operations and Supplies. The total amount will not exceed \$75,000.00 for Fiscal Year 2023, which includes a 10% contingency amount.

IMPACT ON COMMUNITY SUSTAINABILITY:

Current lead times for delivery of ammunition are lengthy. Purchasing ammunition at this time ensures the Police Department will have the ammunition necessary to perform its job.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of the purchase of police duty and training ammunition in an amount not to exceed \$75,000.00. The ammunition will be purchased from Precision Delta Corporation through the Texas BuyBoard contract.



City of Denton

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Meeting Agenda

City Council

Tuesday, November 15, 2022

4:00 PM

Council Work Session Room
&
Council Chambers

WORK SESSION BEGINS AT 4:00 P.M. IN THE COUNCIL WORK SESSION ROOM

CLOSED MEETING BEGINS IMMEDIATELY FOLLOWING THE WORK SESSION IN THE COUNCIL WORK SESSION ROOM

REGULAR MEETING BEGINS AT 6:30 P.M. IN THE COUNCIL CHAMBERS

REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL

Individuals may speak during a Council meeting under one of the following categories:

Open Microphone:

At regular meetings only, individuals can speak on any topic that is not on the agenda for no longer than four (4) minutes per individual. This portion of the meeting occurs immediately after the start of the regular meeting session. Please note, Council members cannot engage in a discussion on topics presented during this portion and there are limited slots available for this portion of the meeting.

Comments on Agenda Items:

Public comments can be given for any item considered by the Council, EXCEPT work session reports or closed meetings. Individuals are only able to comment one time per agenda item and cannot use more than one method to comment on a single agenda item. Public comments are limited to three (3) minutes per citizen.

Public Hearing Items:

Individuals are limited to four (4) minutes per public hearing item.

Individuals may participate by using one of the following methods:

1. In Person for Regular or Consent Agenda Items:

To provide in-person comments regular or consent agenda items (excluding public hearing items), Individuals must be present at the meeting and submit a speaker card (available at the meeting location) to the City Secretary prior to the item being called.

2. In Person for Public Hearing Items:

For public hearing items, speaker cards are encouraged but not required.

3. eComment:

The agenda is posted online at <https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>. Once the agenda is posted, a link to make virtual comments using the eComment module will be made available next to the meeting listing on the Upcoming Events Calendar. Using eComment, Individuals may indicate support or opposition and submit a brief comment about a specific agenda item. eComments may be submitted up until the start of the meeting at which time the ability to make an eComment will be closed. eComments will be sent directly to members of the City Council immediately upon submission and recorded by the City Secretary into the Minutes of the Meeting.

4. By Phone:

Individuals may register to provide comments by phone. Instructions and a link to register to comment by phone will be available at www.cityofdenton.com/publicmeetings until noon of the meeting date. Residents will submit contact information using the link provided and receive further instructions via email on how to join the meeting by phone and provide comments.

After determining that a quorum is present, the City Council of the City of Denton, Texas will convene in a Work Session on Tuesday, November 15, 2022, at 4:00 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

WORK SESSION**1. Citizen Comments on Consent Agenda Items**

This section of the agenda allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. Each speaker will be given a total of three (3) minutes to address any item(s). Any person who wishes to address the City Council regarding these items may do so by utilizing the "By Phone" registration process as referenced under the REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL detailed at the beginning of this agenda. Registration is required prior to the time the City Council considers this item. Registrants may call in and remain on hold or receive a call back at the time the Work Session is called to Order and are encouraged to ensure they remain accessible to accept the call.

2. Requests for clarification of agenda items listed on this agenda.**3. Work Session Reports**

- A. [ID 22-1719](#) Receive a report, hold a discussion, and give staff direction regarding the updates to the Roadway Impact Fees.

[Estimated Presentation/Discussion Time: 45 minutes]

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - Presentation](#)

- B. [ID 22-1677](#) Receive a report, hold a discussion, and give staff direction on the development of a Comprehensive Diversion Ordinance for the City of Denton.

:[Estimated Presentation/Discussion Time: 30 minutes]

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Presentation](#)

Following the completion of the Work Session, the City Council will convene in a Closed Meeting in the Council Work Session Room to consider specific item(s) when these items are listed below under the Closed Meeting section of this agenda. The City Council reserves the right to adjourn into a Closed Meeting on any item on its Open Meeting agenda consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law.

NOTE: The City Council reserves the right to adjourn into a Closed Meeting or Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda or to reconvene in a continuation of the Closed Meeting on the Closed Meeting items noted above, in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.086 of the Texas Open Meetings Act.

NOTE: Any item for which a formal action at the Regular Meeting has been taken by Council may be subject to a request for a motion for reconsideration at any time during the meeting, at the Concluding Items Section, or after the meeting. In order to comply with the Texas Open Meetings Act, a request for a motion for reconsideration made during, at the end of, or after a Council meeting will be placed on the agenda and considered at the next official meeting of the City Council.

AFTER DETERMINING THAT A QUORUM IS PRESENT, THE REGULAR MEETING OF THE CITY OF DENTON CITY COUNCIL WILL CONVENE AT 6:30 P.M. IN THE COUNCIL CHAMBERS AT CITY HALL, 215 E. MCKINNEY STREET, DENTON, TEXAS AT WHICH THE FOLLOWING ITEMS WILL BE CONSIDERED:

1. PLEDGE OF ALLEGIANCE

- A. U.S. Flag
- B. Texas Flag

“Honor the Texas Flag – I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

2. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

- A. Review of procedures for addressing the City Council.

B. Reports from members of the public shall be received through the following two (2) methods. A total of up to seven (7) speakers are permitted to provide public comment and may include any combination of prior registration and open microphone speakers.

1) Pre-registration. This section of the agenda permits any person who has registered in advance to make a citizen report regarding a public business item he or she wishes to be considered by the City Council. Each speaker is allowed a maximum of four (4) minutes to present their report. At the conclusion of each report, the City Council may pose questions to the speaker or may engage in discussion. If the City Council believes that a speaker's report requires a more detailed review, the City Council will give the City Manager or City Staff direction to place the item on a future work session or regular meeting agenda and advise staff as to the background materials to be desired at such meeting.

- a. [ID 22-2306](#) Ms. Martha Henderson following up on behalf of Villas of Piney Creek HOA regarding ownership of their streets.
- b. [ID 22-2326](#) Mr. Stephen Dillenburg regarding representation and fraud.

- c. [ID 22-2368](#) Mr. Max Folmar regarding Go Zone and Bus Transportation Systems.

2) Open Microphone. This section of the agenda permits any person who has not registered in advance for a citizen report to make comments about public business items not listed on the agenda. Such person(s) shall have registered using the “Virtual White Card” or “By Phone” process outlined by the City on its website or meeting notice.

During open microphone reports under this section of the agenda, the Council may listen to citizens speak. However, because notice of the subject of the open microphone report has not been provided to the public in advance, the Texas Open Meetings Act limits any deliberation or decision by the Council to: a proposal to place the item on a future agenda; a statement of factual information; or a recitation of existing policy. Council Members may not ask the open microphone speakers questions or discuss the items presented during open microphone reports.

NOTE: If audio/visual aids during presentations to Council are needed, they must be submitted to the City Secretary 24 hours prior to the meeting.

3. CONSENT AGENDA

Each of these items is recommended by Staff or a board, commission, and committee. Approval thereof will be strictly on the basis of the those recommendations. Approval of the Consent Agenda authorizes the City Manager or his designee to implement each item in accordance with the Staff recommendations. The City Council has received background information and has had an opportunity to raise questions regarding these items prior to consideration.

For those items recommended by a specific board, commission, or committee, the agenda item will reference that recommendation. To view the video of the related board, commission, or committee meeting, as applicable, a link can be found within the applicable supporting documentation (Exhibit 1).

Listed below are bids, purchase orders, contracts, and other items to be approved under the Consent Agenda (Agenda Items A – AT). This listing is provided on the Consent Agenda to allow Council Members to discuss or withdraw an item prior to approval of the Consent Agenda. If no items are pulled, the Consent Agenda Items will be approved with one motion. If items are pulled for separate discussion, they may be considered as the first items following approval of the Consent Agenda.

- A. [ID 22-826](#) Consider approval of the minutes of October 18, 2022 (Joint Council/Planning & Zoning Special Called), October 18, 2022 (Regular), and October 25, 2022 Meetings.

Attachments:

[Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - October 18, 2022 Joint Council and Planning & Zoning Special Caller](#)

[Exhibit 3 - October 18, 2022 Regular Meeting Minutes](#)

[Exhibit 4 - October 25, 2022 Minutes](#)

- B. [ID 22-1394](#) Consider nominations/appointments to the City’s Boards, Commissions, and Committees: Airport Advisory Board, Animal Shelter Advisory Committee, Board of Ethics, Committee on Persons with Disabilities, Community Services Advisory Committee, Denton Police Department Chief of Police Advisory Board, Health & Building Standards Commission, Historic Landmark Commission, Internal Audit Advisory Committee, Library Board, Parks, Recreation & Beautification Board, Planning & Zoning

Commission, Public Art Committee, Public Utilities Board, Sustainability Framework Advisory Committee, Traffic Safety Commission, and Zoning Board of Adjustment.

Attachments: [Exhibit 1 - Agenda Information Sheet B&C - 11-15-2022](#)
 [Exhibit 2 - Nominations List 11-15-2022](#)

- C. [ID 22-2330](#) Consider approval of a resolution of the City of Denton removing a member of the Committee on Persons with Disabilities; and providing an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Notification Letter to Mathew Granados](#)
 [Exhibit 3 - Proposed Resolution](#)

- D. [ID 22-2331](#) Consider approval of a resolution of the City of Denton removing a member of the Committee on Persons with Disabilities; and providing an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Notification Letter to Beth Haswell-Kirkby](#)
 [Exhibit 3 - Proposed Resolution](#)

- E. [ID 22-2216](#) Consider adoption of an ordinance of the City of Denton granting the TW Restaurant Holder, LLC dba Hooters of Denton, a noise exception for the Hooters Fall Festival Chili Cook-Off on Saturday, November 19, 2022, from 2 p.m. to 10 p.m., at 985 S Interstate 35; and providing an effective date.

Attachments: [Exhibit 1- Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance](#)
 [Exhibit 3- LLC Verification](#)

- F. [ID 22-2235](#) Consider adoption of an ordinance of the City of Denton granting the Denton Holiday Lighting Festival Association, a noise exception for the Denton Holiday Lighting on Friday, December 2, 2022, from 6 p.m. to 9 p.m., at the Downtown Square and surrounding streets; and providing an effective date. The Parks, Recreation, and Beautification Board recommends approval (4-0).

Attachments: [Exhibit 1- Agenda Information Sheet](#)
 [Exhibit 2- Ordinance](#)

- G. [ID 22-2353](#) Consider adoption of an ordinance of the City of Denton, Texas approving an Assignment of Airport Leases from Sykes-Vaughan Investments, LLC to Sheltair Aviation Denton, LLC of Airport Leases covering property located at 4700 Spartan Drive, 4780 Spartan Drive, 4849 Spartan Drive, 4700 John Carrell, 4790 John Carrell, 4600 Spartan Drive, 4850 Spartan Drive, 5007 Airport Road, 5077 Sabre Drive, and 5050 Warbird Drive, Denton, Texas at the Denton Enterprise Airport; authorizing the City Manager to execute the Assignment of Airport Leases and related Ground Lessor Estoppel and Consent Agreement; and providing an effective date. Airport Advisory Board recommends approval (6-0).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Location Map](#)
 [Exhibit 3 - Request to Assign](#)
 [Exhibit 4 - Ordinance - Consent to Lease Assignment \(6\)](#)
 [Exhibit 5 - LLC Information](#)

- H. [ID 22-1760](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute contracts regarding partner agency program services for in house library services and outreach programming for the Denton Public Library; and providing an effective date.

Attachments: [Agenda Information Sheet](#)
 [Ordinance and Agreements](#)

- I. [ID 22-2008](#) Consider adoption of an ordinance of the City of Denton approving a one time lump sum merit payment for Municipal Court Presiding Judge Tyler Atkinson (Presiding Judge); approve a Third Amended Compensation Agreement for the Presiding Judge under the review provision of his current agreement with the City; amending the current agreement to authorize the Presiding Judge to perform magistrate duties for Denton County and to provide for an increase in severance pay, salary, and car allowance; authorizing the expenditure of funds; and providing an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance and Amended Agreement](#)

- J. [ID 22-2327](#) Consider adoption of an ordinance of the City of Denton appointing Tyler Atkinson as Presiding Judge for the City of Denton Municipal Court of Record; establishing a two-year term of office for the Presiding Judge commencing on the 1st day of October 2022 and extending through the 30th day of September 2024; providing severability and repealer clauses; and declaring an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance](#)

- K. [ID 22-2391](#) Consider adoption of an ordinance approving the Standard Utility Agreements (“Agreements”) by and between the City of Denton and the Texas Department of Transportation (“TxDOT”), for the reimbursement of design, property acquisition and related services, construction, inspection and project management costs associated with the adjustment, removal, and/or relocation of both Water and Wastewater Utilities along I-35E from Mayhill to Loop 288 more specifically called the I-35E/Mayhill Utility Relocations Project, within the County and City of Denton, Texas; authorizing the City Manager, or their designee, to execute and deliver the Agreements; 1) Standard Utility Agreement -Utility ID No. U00008008 for Water Utility Relocation efforts in the amount of \$15,407,417.25 and 2) Standard Utility Agreement - Utility ID No. U00011546 for Wastewater Utility Relocation efforts in the amount of \$1,624,824.00; providing for the expenditure of funds therefor; and providing an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet \(00A\)](#)

[Exhibit 2 - Ordinance & Agreements](#)

- L. [ID 22-2028](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and Denton Main Street Association for the 2023 Arts & Autos Extravaganza sponsorship; and providing an effective date. (\$2,500 cash sponsorship and \$6,776.72 in-kind services - Community Partnership Committee recommends approval 3-0)

Attachments: [Exhibit 1 Agenda Information Sheet](#)

[Exhibit 2 Ordinance](#)

- M. [ID 22-2034](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and Denton Black Film Festival Institute for the 2023 Denton Black Film Festival sponsorship; and providing an effective date. (\$10,000 cash sponsorship and \$7,176.77 in-kind services - Community Partnership Committee recommends approval 3-0)

Attachments: [Exhibit 1 Agenda Information Sheet](#)

[Exhibit 2 Ordinance](#)

- N. [ID 22-2035](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and Denton Festival Foundation, Inc., for the 2022 Denton Arts and Jazz Festival sponsorship; and providing an effective date. (\$15,000 cash sponsorship and \$202,857.52 in-kind services - Community Partnership Committee recommends approval 3-0)

Attachments: [Exhibit 1 Agenda Information Sheet](#)

[Exhibit 2 Ordinance](#)

- O. [ID 22-2036](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and Greater Denton Arts Council, Inc., for the Community Art Grants Program sponsorship; and providing an effective date. (\$6,000 cash sponsorship - Community Partnership Committee recommends approval 3-0)

Attachments: [Exhibit 1 Agenda Information Sheet](#)

[Exhibit 2 Ordinance](#)

- P. [ID 22-2039](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and North Texas State Fair Association, Inc., for the 2023 North Texas Fair and Rodeo Kids Zone sponsorship; and providing an effective date. (\$3,000 cash sponsorship and \$9,360.54 in-kind services - Community Partnership Committee recommends approval 3-0)

Attachments: [Exhibit 1 Agenda Information Sheet](#)

[Exhibit 2 Ordinance](#)

- Q. [ID 22-2040](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and Texas Filmmakers Corporation for the Thin Line Fest 2023 sponsorship; and providing an effective date. (\$10,000 cash sponsorship -

Community Partnership Committee recommends approval 3-0)

Attachments: [Exhibit 1 Agenda Information Sheet](#)
 [Exhibit 2 Ordinance](#)

- R. [ID 22-2041](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and the Texas Veterans Hall of Fame for the 2022 Honor Veterans Day sponsorship; and providing an effective date. (\$3,000 cash sponsorship - Community Partnership Committee recommends approval 3-0)

Attachments: [Exhibit 1 Agenda Information Sheet](#)
 [Exhibit 2 Ordinance](#)

- S. [ID 22-2137](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and Denton's Day of the Dead Festival for the 2022 Day of the Dead Festival sponsorship; and providing an effective date. (\$6,631.89 in-kind services - Community Partnership Committee recommends approval 3-0)

Attachments: [Exhibit 1 Agenda Information Sheet](#)
 [Exhibit 2 Ordinance](#)

- T. [ID 22-2138](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and Denton Holiday Festival Association, Inc. for the 2022 Denton Holiday Lighting Festival sponsorship; and providing an effective date. (\$2,000 cash sponsorship and \$41,222.25 in-kind services - Community Partnership Committee recommends approval 3-0)

Attachments: [Exhibit 1 Agenda Information Sheet](#)
 [Exhibit 2 Ordinance](#)

- U. [ID 22-2141](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and Tejas Storytelling Association for the 2023 Tejas Storytelling Festival sponsorship; and providing an effective date. (\$10,157.42 in-kind services - Community Partnership Committee recommends approval 3-0)

Attachments: [Exhibit 1 Agenda Information Sheet](#)
 [Exhibit 2 Ordinance](#)

- V. [ID 22-2143](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and United Way of Denton County for the 2022 Pride and Class Truck Parade sponsorship; and providing an effective date. (\$4,113.55 in-kind services - Community Partnership Committee recommends approval 3-0)

Attachments: [Exhibit 1 Agenda Information Sheet](#)
 [Exhibit 2 Ordinance](#)

- W. [ID 22-2173](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and Denton Main Street Association for the 2022 Fall Twilight Tunes sponsorship; and providing an effective date. (\$500 cash sponsorship and \$3,278.49 in-kind services - Community Partnership Committee recommends approval 3-0)

Attachments: [Exhibit 1 Agenda Information Sheet](#)

[Exhibit 2 Ordinance](#)

- X. [ID 22-2191](#) Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and American Legion Post 71; providing for the expenditure of council contingency funds; and providing an effective date. (\$370 - Community Partnership Committee recommends approval 3-0).

Attachments: [Exhibit 1 Agenda Information Sheet](#)

[Exhibit 2 Ordinance](#)

- Y. [ID 22-2260](#) Consider approval of a resolution of the City of Denton ratifying the submission of an application to the Texas Parks and Wildlife Department (TPWD) Community Outdoor Outreach Program 2023 in the amount of \$67,385 for equipment and training costs to create a Trail Tour Program; and providing an effective date.

Attachments: [Exhibit 1 Agenda Information Sheet](#)

[Exhibit 2 Resolution](#)

[Exhibit 3 Grant Application](#)

- Z. [ID 22-2265](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a Professional Services Agreement between the City of Denton and Freese and Nichols, Inc., amending the contract approved by City Council on September 22, 2020, in the not-to-exceed amount of \$1,472,700.00; amended by Amendment 1 approved by City Council; said second amendment to provide additional professional, construction, and bid phase services for the Lake Ray Roberts Regulatory and Performance Upgrade Project; providing for the expenditure of funds therefor; and providing an effective date (File 6590-093 - providing for an additional second amendment expenditure amount not-to-exceed \$1,470,477.00, with the total contract amount not-to-exceed \$3,606,487.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Original Ordinance and Contract](#)

[Exhibit 3 - Ordinance and Amendment 1](#)

[Exhibit 4 - Ordinance and Amendment 2](#)

- AA. [ID 22-2280](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of Change Order No. 2 to the contract between the City of Denton and Mountain Cascade of Texas, LLC, for the construction of the North South Phase III 42-inch Water Transmission Line Project for the City of Denton; providing for the expenditure of funds therefor; and providing an effective date (IFB 7200-1- Change Order No. 2 in the not-to-exceed amount of \$220,574.60, for a total contract award aggregated to \$4,439,953.34).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Original Ordinance and Contract](#)
 [Exhibit 3 - Ordinance and Change Order 1](#)
 [Exhibit 4 - LLC Members](#)
 [Exhibit 5 - Ordinance and Change Order 2](#)

- AB.** [ID 22-2281](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Wesco Distribution, Inc., amending the contract approved by the City Council on December 1, 2020, in the not-to-exceed amount of \$600,000.00; said first amendment to provide for additional concrete streetlight poles for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (File 7488 - providing for an additional first amendment expenditure amount not-to-exceed \$150,000.00, with the total contract amount not-to-exceed \$750,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Original Ordinance and Contract](#)
 [Exhibit 3 - Ordinance and Amendment 1](#)

- AC.** [ID 22-2283](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying the expenditure of funds by the City Manager for the emergency repairs to the DEC starting air compressor that sustained catastrophic failure, and for equipment rental while awaiting replacement; and providing an effective date (File 8086 - awarded to MS AIR, Inc., and Texas First Rentals, Inc., in the not-to-exceed amount of \$225,384.48).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Declaration of Emergency](#)
 [Exhibit 3 - Ordinance](#)

- AD.** [ID 22-2284](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and CBS Mechanical Services, Inc., dba CMS Mechanical Services, Inc., amending the contract approved by the City Council on November 5, 2019, in the not-to-exceed amount of \$2,500,000.00; said first amendment to continue to provide HVAC repairs, replacement, and preventive maintenance in City of Denton buildings for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 7127 - providing for an additional first amendment expenditure amount not-to-exceed \$625,000.00, with the total contract amount not-to-exceed \$3,125,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Original Ordinance and Contract](#)
 [Exhibit 3 - Ordinance and Amendment 1](#)

- AE.** [ID 22-2285](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City

of Denton and C&G Electric, Inc., amending the contract approved by the City Council on June 22, 2021, in the not-to-exceed amount of \$500,000.00; said first amendment to continue to provide electrical repairs, replacement, and installation in City of Denton buildings for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 7658 - providing for an additional first amendment expenditure amount not-to-exceed \$125,000.00, with the total contract amount not-to-exceed \$625,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Original Ordinance and Contract](#)
 [Exhibit 3 - Ordinance and Amendment 1](#)

- AF. [ID 22-2286](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute an Interlocal Cooperative Purchasing Agreement with the City of Allen, under the Texas Government Code, Section 791.001, to authorize the City of Allen and City of Denton to utilize each entities' solicited contracts for the purchasing of various goods and services; authorizing the expenditure of funds therefor; and declaring an effective date (File 7977 - award an Interlocal Cooperative Purchasing Agreement with the City of Allen).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance and Interlocal Agreement](#)

- AG. [ID 22-2289](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Modern Geosciences, LLC, for gas well inspection services for the Environmental Services and Sustainability Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8101 - awarded to Modern Geosciences, LLC, for three (3) year, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$1,375,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - LLC Members](#)
 [Exhibit 3 - Ordinance and Contract](#)

- AH. [ID 22-2290](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Vigilant Solutions, LLC, through the Houston-Galveston Area Council of Governments (H-GAC) Cooperative Purchasing Program Contract Number EF04-21, for the purchase of the Motorola Vigilant Solutions IDP (Investigative Data Platform) for the Police Department; providing for the expenditure of funds therefor; and providing an effective date (File 8123 - awarded to Vigilant Solutions, LLC, in the five (5) year not-to-exceed amount of \$113,900.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Quote](#)
 [Exhibit 3 - LLC Members](#)
 [Exhibit 4 - Ordinance](#)

- AI. [ID 22-2291](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Presidio Networked Solutions Group, LLC, through The Interlocal Purchasing System (TIPS) Cooperative Program Contract #21050301, for the acquisition of Freshservice, an Information Technology Service Management (ITSM) solution to centrally track technology assets, licenses, and support service tickets for the Technology Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8124 -awarded to Presidio Networked Solutions Group, LLC, for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed in the amount of \$500,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Quotes](#)
 [Exhibit 3 - LLC Members](#)
 [Exhibit 4 - Ordinance](#)

- AJ. [ID 22-2292](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with GTS Technology Solutions, Inc., through the Department of Information Resources (DIR) Cooperative Purchasing Network Contract No. DIR-CPO-4526, for Information Technology (IT) Staff Augmentation Services for the Technology Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8127 - awarded to GTS Technology Solutions, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$2,200,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - NTE Rates for DIR-CPO-4526](#)
 [Exhibit 3 - Ordinance and Contract](#)

- AK. [ID 22-2293](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Midwest Tape, LLC, for the purchase of streaming digital content through the Hoopla service for the Library, which is the sole provider of this software, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over \$50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 8135 - awarded to Midwest Tape, LLC, in the five (5) year not-to-exceed amount of \$484,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - LLC Members](#)
 [Exhibit 3 - Ordinance and Contract](#)

- AL. [ID 22-2294](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Public Insight Sector, Inc., through the Department of Information Resources (DIR) Cooperative

Purchasing Network Contract No. DIR-TSO-4341, for the purchase of SPIDR Tech Notification System for calls for service and incident notifications for the Police Department; providing for the expenditure of funds therefor; and providing an effective date (File 8139 - awarded to Public Insight Sector, Inc., for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$174,341.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Quote](#)
 [Exhibit 3 - Ordinance](#)

- AM. [ID 22-2295](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Axon Enterprise, Inc., through the Sourcewell Cooperative Purchasing Network Contract Number 010720, for the purchase of an Axon Interview Room System for the Police Substation and Headquarters including cameras, software, peripherals, warranty, maintenance, and installation services for the Police Department; authorizing the expenditure of funds therefor; and providing an effective date (File 8140 - awarded to Axon Enterprise, Inc., in the five (5) year not-to-exceed amount of \$351,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance and Contract](#)

- AN. [ID 22-2297](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Quorum Architects, Inc., for professional design services for the Solid Waste Fleet Maintenance Shop for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7818-004 - awarded to Quorum Architects, Inc., in the not-to-exceed amount of \$663,800.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance and Contract](#)

- AO. [ID 22-2298](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with J&B Five Point Construction, LLC, for directional boring services for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 8054 - awarded to J&B Five Point Construction, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$12,000,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Pricing Evaluation](#)
 [Exhibit 3 - LLC Members](#)
 [Exhibit 4 - Ordinance and Contract](#)

- AP. [ID 22-2303](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement

with Halff Associates, Inc., for the design of the Westgate Drive Reconstruction Project for the Capital Improvements Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7599-011 - Professional Services Agreement for design services awarded to Halff Associates, Inc., in the not-to-exceed amount of \$1,144,280.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance and Contract](#)

- AQ. [ID 22-2305](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Environmental Systems Research Institute, Inc., for an Enterprise Geographic Information System (GIS) Solution for the City of Denton; providing for the expenditure of funds therefor; and providing an effective date (RFP 8069 - awarded to Environmental Systems Research Institute, Inc., in the three (3) year not-to-exceed amount of \$565,500.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance and Contract](#)

- AR. [ID 22-2310](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Bond Equipment Company, Inc., through the Buy Board Cooperative Purchasing Network Contract # 601-19, for the purchase of Crane Carrier Refuse Trucks for the Solid Waste Department; providing for the expenditure of funds therefor; and providing an effective date (File 8152 - awarded to Bond Equipment Company, Inc., in the two (2) year not-to-exceed amount of \$2,420,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Cooperative Pricing](#)
 [Exhibit 3 - Ordinance](#)

- AS. [ID 22-2311](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Tyler Technologies, Inc., through the Sourcwell Cooperative Purchasing Network Contract Number 090320-TTI, for the purchase of Public Safety's Brazos eCitation system including equipment, software, peripherals, warranty, interface, professional service, maintenance, and repair for the Police Department; providing for the expenditure of funds therefor; and providing an effective date (File 8142 - awarded to Tyler Technologies, Inc., in the five (5) year not-to-exceed amount of \$680,724.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Quote](#)
 [Exhibit 3 - Ordinance](#)

- AT. [ID 22-2315](#)** Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Starboard Consulting, LLC, for hosting, implementing, and integrating Maximo Software Suite for Utilities (MSSU) for Denton Municipal Electric (DME); providing for the expenditure of funds therefor; and providing an effective date (RFP 7817 - awarded to Starboard

Consulting, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$3,300,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Pricing Evaluation](#)
 [Exhibit 3 - LLC Members](#)
 [Exhibit 4 - Ordinance and Contract](#)

4. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [A22-0001](#) Consider adoption of an ordinance of the City of Denton, Texas regarding a Municipal Services Agreement, pursuant to Tex. Loc. Gov. Code Sec. 43.0672, between the City of Denton and IR2 Holdings LLC for the provision of city services to approximately 18.60 acres of land, generally located approximately 500 feet north of US 380 (University Drive) and east of Thomas J. Egan Road; approving a schedule of annexation; authorizing the City Manager to execute the agreement; and providing an effective date. (A22-0001, 380 and Thomas J Egan, Ron Menguita)

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Site Location Map](#)
 [Exhibit 3 - Conceptual Site Plan](#)
 [Exhibit 4 - LLC Member's List](#)
 [Exhibit 5 - Draft Municipal Services Agreement Ordinance](#)
 [Exhibit 6 - Presentation](#)

5. PUBLIC HEARINGS

- A. [A22-0001a](#) Hold a public hearing and consider a petition for voluntary annexation of approximately 18.60 acres of land, generally located approximately 500 feet north of US 380 (University Drive) and east of Thomas J. Egan Road into the City of Denton, Denton County, Texas. (A22-0001a, 380 and Thomas J Egan, Ron Menguita)

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Site Location Map](#)
 [Exhibit 3 - Future Land Use Map](#)
 [Exhibit 4 - Current Zoning Map](#)
 [Exhibit 5 - Presentation](#)

- B. [Z22-0011b](#) Hold a public hearing and consider approval of an ordinance of the City of Denton, Texas regarding a change in the zoning district and use classification from a Mixed-Use Residential (MR) Zoning District to a Light Industrial (LI) Zoning District on approximately 53.681 acres of land, generally located south of Barthold Road, north of FM 1173, approximately 712 feet west of the intersection of FM 1173 and North I-35E, in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing a severability clause; and establishing an effective date. The Planning and Zoning Commission voted [7-0] to recommend approval of the request.

Motion for approval by Vice-Chair Smith and second by Commissioner McDade. (Z22-0011b, Deeper Life Bible Church Industrial, Sean Jacobson) The Planning and Zoning Commission voted [7-0] to recommend approval of the request. Motion for approval by Vice-Chair Smith and second by Commissioner McDade. (Z22-0011b, Deeper Life Bible Church Industrial, Sean Jacobson)

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Staff Analysis](#)
 [Exhibit 3 - Site Location Map](#)
 [Exhibit 4 - Existing Zoning Map](#)
 [Exhibit 5 - Proposed Zoning Map](#)
 [Exhibit 6 - Future Land Use Map](#)
 [Exhibit 7 - Comparison Table of Permitted Uses](#)
 [Exhibit 8 - Notification Response Packet](#)
 [Exhibit 9 - LLC Member List](#)
 [Exhibit 10 - Draft Ordinance \(REV\)](#)
 [Exhibit 11 - Presentation](#)

- C. [S21-0006b](#) Hold a public hearing and consider approval of an ordinance of the City of Denton, Texas, approving a Specific Use Permit to allow for a Multi-family Dwelling Use on approximately 53.407 acres of land, generally located at the southeast corner of the intersection of Locust Street and Loop 288, in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing for severability; and establishing an effective date. The Planning and Zoning Commission voted [6-0] to recommend approval of the request. Motion for approval by Vice-Chair Smith and second by Commissioner Anderson. (S21-0006b, Landmark Multifamily, Sean Jacobson)

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Staff Analysis](#)
 [Exhibit 3 - Site Location Map](#)
 [Exhibit 4 - Future Land Use Map](#)
 [Exhibit 5 - Zoning Map](#)
 [Exhibit 6 - Proposed Site Plan](#)
 [Exhibit 7 - Proposed Landscape Plan](#)
 [Exhibit 8 - Proposed Building Elevations](#)
 [Exhibit 9 - Notification Map and Responses](#)
 [Exhibit 10 - Ordinance](#)
 [Exhibit 11 - Presentation](#)

6. ITEMS FOR INDIVIDUAL CONSIDERATION - CONTINUED

- A. [A22-0001b](#) Conduct the first of two readings of an ordinance of the City of Denton, Texas annexing

approximately 18.60 acres of land, generally located approximately 500 feet north of US 380 (University Drive) and east of Thomas J. Egan Road into the City of Denton, Denton County, Texas; providing for a correction to the city map to include the annexed land; and providing for a savings clause and an effective date. (A22-0001b, 380 and Thomas J Egan, Ron Menguita)

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Site Location Map](#)
 [Exhibit 3 - Future Land Use Map](#)
 [Exhibit 4 - Current Zoning Map](#)
 [Exhibit 5 - Draft Annexation Ordinance](#)
 [Exhibit 6 - Presentation](#)

- B. [ID 22-2208](#) Consider adoption of an ordinance of the City of Denton, Texas, amending the fiscal year 2021-2022 budget and annual program of services of the City of Denton to allow for adjustments to the Materials Management Fund of six hundred fifty thousand dollars (\$650,000) for the purpose of funding inventory for Denton Municipal Electric and to accommodate supply chain and demand challenges; declaring a public purpose; directing the City Secretary attach a copy to the 2021-2022 budget; requiring approval by at least five votes; and providing a severability clause, an open meetings clause, and an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance](#)
 [Exhibit 3 - Presentation](#)

- C. [ID 22-2282](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Construction Manager at Risk contract with McCarthy Building Companies, Inc., for construction phase services for Southeast Denton Package B Improvements for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7714 - awarded to McCarthy Building Companies, Inc., in the not-to-exceed amount of \$21,582,378).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance and Preconstruction Services Contract](#)
 [Exhibit 3 - Presentation](#)
 [Exhibit 4 - Ordinance and Contract](#)

- D. [ID 22-2288](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with United Healthcare Services, Inc., to provide Administrative Services Only (ASO) for Medical and Prescription Services for the City of Denton's self-funded health plans; providing for the expenditure of funds therefor; and providing an effective date of January 1, 2023 (RFP 7978 -awarded to United Healthcare Services, Inc., for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$4,300,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Pricing Evaluation](#)
 [Exhibit 3 - Presentation](#)
 [Exhibit 4 - Ordinance and Contract](#)

- E. [ID 22-2313](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute two Guaranteed Maximum Price (GMP) Amendments to the Construction Manager at Risk Contract with CORE Construction Services of Texas, Inc., amending the contract approved by the City Council on June 28, 2022, in the not-to-exceed amount of \$25,000.00; said GMP amendments for construction services for Fire Station No. 9 for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7967 - CMAR Guaranteed maximum price amendments awarded to CORE Construction Services of Texas, Inc, in the first GMP amendment amount of \$4,550,786.00 and the second GMP amendment amount of \$7,503,562 for a total not-to-exceed amount to \$12,079,348.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Original Ordinance and Contract](#)
 [Exhibit 3 - Presentation](#)
 [Exhibit 4 - Ordinance and Amendments 1 & 2](#)

7. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the City Council or the public with specific factual information or recitation of policy, or accept a proposal to place the matter on the agenda for an upcoming meeting AND Under Section 551.0415 of the Texas Open Meetings Act, provide reports about items of community interest regarding which no action will be taken, to include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; or an announcement involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

B. Possible Continuation of Closed Meeting topics, above posted.

C E R T I F I C A T E

I certify that the above notice of meeting was posted on the official website (<https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on November 10, 2022, in advance of the 72-hour posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

CITY SECRETARY

NOTE: THE CITY OF DENTON'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE ACCOMMODATION, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST 48 HOURS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY SECRETARY'S OFFICE AT 940-349-8309 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATION CAN BE ARRANGED.



City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: City Manager's Office

CM: Sara Hensley

DATE: November 15, 2022

SUBJECT

Consider approval of a resolution of the City of Denton removing a member of the committee on persons with disabilities; and providing an effective date.

BACKGROUND

Member Matthew Granados has been a member on the Committee on Persons with Disabilities (COPWD) since September 14, 2021. His term expired August 31, 2022 and is currently in holdover status. Nominated by Council Member Alison Maguire, he fills the All-1 Position on COPWD.

Certain sections of the Denton Code of Ordinances govern board/commission member attendance as follows:

- Section 2.83(c):

“Absences. Every board, commission, and committee member shall attend all regularly called and scheduled meetings of the board, commission, or committee of which he or she is a member... Members who cannot attend the meeting must contact the chairperson or an appropriate staff liaison concerning his or her absence prior to the meeting.”
- Section 2.83(c)(3):

“Absences resulting in cause for removal: An unexcused absence of any board, commission, committee, member from more than three (3) regularly called and scheduled meetings of which he or she is a member in any one (1) year, or lack of attendance at fifty (50) percent of the number of regular/scheduled meetings in a year, shall be considered "cause," as that term is used in Section 14.16 of the Charter, for removal by the city council.”

Further, Article XIV, Section 14.16 of the City Charter states, *“Members of boards and commissions of the City of Denton shall serve at the pleasure of the council. Members of such boards and commissions may be removed by the council only for cause and only after being given notice by the council.”* This provision is permissive, but not mandatory.

Members at time of appointment/reappointment are provided a copy of the B&C Handbook as well as Attendance Policy Guidelines and Absence Form as part of their packet.

Member Granados was emailed well in advance of the meeting dates as were all other members. Following an unreported absence, members are notified of the ability to seek an exception within 10-working days of the date the absence occurred. No request was received asking the absences to be excused prior to the start of the meetings or following the absence.

On October 7, 2022, the city secretary sent written notification to Member Granados as required under the Denton Boards & Commissions Handbook (Exhibit 2) requesting his resignation be submitted no later than 5 p.m., Monday, October 21, 2022. To date no response was received from Member Granados.

Member Granados has been notified the item is scheduled for City Council consideration and that he has the option to register to speak in-person/call in.

Article XIV, Section 14.16 of the Charter states, “*Members of boards and commissions of the City of Denton shall serve at the pleasure of the council. Members of such boards and commissions may be removed by the council only for cause and only after being given notice by the council.*”

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Notification Letter to Member

Exhibit 3 – Proposed Resolution

Respectfully submitted:

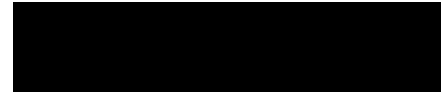
Rosa Rios
City Secretary



October 7, 2022

VIA Regular Mail and Email: Matthew.Granados@cityofdenton.com

Member Matthew Granados



Dear Member Granados,

You currently serve as a member of the Committee on Persons with Disabilities (Committee). Article III of the Denton Code of Ordinances governs boards and commissions. Specific to attendance, note the following provisions:

- Section 2.83(c):

“Absences. Every board, commission, and committee member shall attend all regularly called and scheduled meetings of the board, commission, or committee of which he or she is a member... Members who cannot attend the meeting must contact the chairperson or an appropriate staff liaison concerning his or her absence prior to the meeting.”

- Section 2.83(c)(3):

“Absences resulting in cause for removal: An unexcused absence of any board, commission, committee, member from more than three (3) regularly called and scheduled meetings of which he or she is a member in any one (1) year, or lack of attendance at fifty (50) percent of the number of regular/scheduled meetings in a year, shall be considered "cause," as that term is used in Section 14.16 of the Charter, for removal by the city council.”

Article XIV, Section 14.16 of the Charter states, *“Members of boards and commissions of the City of Denton shall serve at the pleasure of the council. Members of such boards and commissions may be removed by the council only for cause and only after being given notice by the council.”*

OUR CORE VALUES

Integrity • Fiscal Responsibility • Inclusion • Transparency • Outstanding Customer Service

Our records reflect you have missed 50% of scheduled Committee meetings in a year. As a result, you have failed to meet the attendance requirements and triggered the City Charter provision referenced above. Of the 5 meetings held by the Committee, you missed the following, constituting the 50% criterium. The City Code does not differentiate between excused/unexcused absences under that requirement.

- March 17, 2022
- July 21, 2022
- September 15, 2022

The Denton Boards & Commissions Handbook requires I send written notification that you have violated the above-noted attendance policy and ask you submit your letter of resignation no later than 5 p.m. on Friday, October 21, 2022 (10 business days as of the date of this letter). Please submit such resignation to my attention.

In the event you fail to submit such letter of resignation by the noted due date/time, I am required to place an item on the City Council agenda requesting your removal. Should that step be taken, your name will be publicly disclosed and we hope to prevent that from happening.

I can be reached via email at rosa.rios@cityofdenton.com or phone, (940)349-8309.

Sincerely,



Rosa Rios
City Secretary

C: Council Member Alison Maguire
Sara Hensley, City Manager
Stuart Birdseye, Deputy Director of Marketing & Communications

[Agenda](#)[Summary](#)

**MEETING OF CITY COUNCIL
FRISCO CITY HALL
GEORGE A. PUREFOY MUNICIPAL CENTER
COUNCIL CHAMBERS
6101 FRISCO SQUARE BLVD.
FRISCO, TEXAS 75034**

5:00 PM

TUESDAY, JANUARY 3, 2023

AGENDA

CALL TO ORDER

1. Roll Call

CLOSED SESSION

2. Recess into Closed Session in compliance with Section 551.001 et. seq. Texas Government Code, to wit:
 - A. Section 551.074. Personnel Matters: Section 551.074 authorizes certain deliberations about officers and employees of the governmental body to be held in executive session:
 - i. Discussion regarding the annual evaluation of Municipal Court Judge Art Maldonado.

- B. Section 551.087. Deliberation regarding commercial or financial information that the City has received from a business prospect or to deliberate the offer of a financial or other incentive to a business prospect.
3. Reconvene into Regular Session and take any action necessary as a result of the Closed Session.

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

4. Recognition for Henry Hill - 20 Years of Service and Mayor's Award
5. Recognition for Hunger Mitao

REPORTS

6. Budget Status Report for November 2022.
7. Library Report on monthly statistics and activities.
8. Parks and Recreation report on activities related to arts, culture, events, park development and operations, natural resources, and recreation services.
9. Public Works and Engineering report on activities related to roadways, traffic control and transportation, stormwater drainage, water and wastewater, and solid waste collection.
10. Council Subcommittee reports for current activities of the Legislative Committee, Governance Committee, Budget and Audit Committee, Frisco Square Management District, Dallas Regional Mobility Commission, North Central Texas Emergency Preparedness Committee, Frisco Veterans Advisory Committee, North Texas Commission, and Regional Transportation Council.

CITIZEN INPUT (to begin approximately at 7:30 p.m.)

CONSENT AGENDA

(Items placed on the Consent Agenda are considered routine in nature and are considered non-controversial. The Consent Agenda can be acted upon in one motion. A majority of the Council is required to remove any item for discussion and separate action. Council members may vote nay on any single item without comment and may submit written comments as part of the official record.)

11. Consider and act upon the approval of Minutes. (CSO/KM)

- A. Consider and act upon the approval of the December 6, 2022 City Council Work Session Meeting Minutes. (CSO/KM)
- B. Consider and act upon the approval of the December 6, 2022 Regular City Council Meeting Minutes. (CSO/KM)
- 12. Consider and act upon approval of the attached reimbursement requests presented to the Mayor and Council. (CMO)
- 13. Consider and act upon adoption of the City of Frisco Investment Policy and Strategies. (Budget/BP)
- 14. Consider and act upon authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and Creekwood Frisco Bridges, LLC., on 13.4± acres on the southeast corner of Dallas Parkway and Warren Parkway. (Development Services/JH)
- 15. Consider and act upon authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and Lucas Park, LLC., on 16.3± acres on the southeast corner of Ohio Drive and Warren Parkway. (Development Services/JH)
- 16. Consider and act upon authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and VPTM FIELDS LB LLC. (CMO/HH)
- 17. Consider and act upon authorizing the City Manager to execute an Agreement with Info-Tech Research Group for IT research and advisory services. (Information Technology/DF)
- 18. Consider and act upon authorizing the City Manager to execute an Agreement with Theater Projects Consultants, Inc., for consulting services related to a performing arts venue. (CMO/DF)
- 19. Consider and act upon authorizing the City Manager to execute a proposal with The Brandt Companies, LLC, for the purchase and installation of two boilers and all necessary connections for the Frisco Athletic Center. (Administrative Services/DF)
- 20. Consider and act upon authorizing the City Manager to execute a Purchase and Sale Agreement with NWC Fish Trap & DNT, LLC. (Engineering/SH)

21. Consider and act upon authorizing the City Manager or his designee to execute Change Order Number Eleven with Thos. S. Byrne, Inc., dba Byrne Construction Services, for the Frisco Public Library adaptive reuse construction project. (CMO/DF)
22. Consider and act upon award of Competitive Bid #2208-099 to Mario Sinacola & Sons Excavating, Inc. and authorize the City Manager to execute contract for Fields Parkway (FM423 to Teel Parkway). (Engineering/TN)
23. Consider and act upon award of Request for Proposal #2108-108 Community Tennis Program to Frisco Community Tennis, LLC, and authorizing the City Manager to execute an Agreement for these services. (Parks and Recreation/DF)
24. Consider and act upon approval of a purchase order to Russell Madden, Inc., for electrical services related to the installation of replacement generators at Fire Station No. 5 and Fire Station No. 6. (Fire Department/DF)
25. Consider and act upon approval of a purchase order to Superlative Group for sponsorship sales agent services. (Communications/DF)
26. Consider and act upon approval of a purchase order increase to Silsbee Ford for the purchase of fifteen (15) vehicles for various departments. (Administrative Services/DF)
27. Consider and act upon approval of purchase orders to Network Cabling Services, Inc., and authorizing the City Manager to execute proposals for the purchase of labor and materials to complete data network and cabling services for the Police Department renovation project. (CMO/DF)
28. Consider and act upon approval of a purchase order to Netsync Network Solutions for technology equipment related to the Police Department renovation project. (CMO/DF)
29. Consider and act upon approval of a purchase order to Azteca Systems, Inc., for the purchase of Cityworks annual update and software support. (Information Technology/DF)

REGULAR AGENDA

30. Public Hearing: A request to rescind a Specific Use Permit (S-266) for a Licensed Child Care Center on 5.6± acres on the southwest corner of Legacy Drive and Stonebrook Parkway. Zoned Office-1 with a Specific Use Permit for a Licensed Child-Care Center, and to consider to direct Staff to prepare an Ordinance of the same. Zoned Office-1 with a Specific Use Permit for a Licensed Child-Care Center. Neighborhood #39. Zoning Case No. SUP22-0007. Applicant: City of Frisco. (Development Services/JH)
31. Public Hearing: A request to repeal Ordinance No. 09-04-17 consisting of 36.2± acres on the southeast corner of Dallas Parkway and Warren Parkway ("Property"), to amend the Zoning Ordinance (Ordinance No. 11-04-09, as amended), to rezone the Property as Planned Development-Office-2/Retail/Residential, and to consider to direct Staff to prepare an Ordinance of the same. Zoned Planned Development-196-Mixed Use. Neighborhood #35. Zoning Case No. Z22-0017. Applicant: City of Frisco. (Development Services/JH)
32. Public Hearing: A request to rezone 16.3± acres on the southeast corner of Ohio Drive and Warren Parkway ("Property"), from Commercial-1 to Planned Development-Townhome, to amend the Zoning Ordinance (Ordinance No. 11-04-09, as amended), and to consider to direct Staff to prepare an Ordinance of the same. Zoned Commercial-1. Neighborhood #29. Zoning Case No. Z22-0011. Applicant: Kimley-Horn. (Development Services/JH)
33. Public Hearing: A request to rezone two lots on 0.8± acre on the southeast corner of North County Road and Ashbury Court ("Property"), from Residential Estate to Single-Family Residential-10, to amend the Zoning Ordinance (Ordinance No. 11-04-09, as amended), and to consider to direct Staff to prepare an Ordinance of the same. Neighborhood #11. Zoning Case No. Z22-0020. Applicant: City of Frisco. (Development Services/SSS)
34. Consider and act upon adoption of an Ordinance to rezone two lots on 0.8± acre on the southeast corner of North County Road and Ashbury Court ("Property"), from Residential Estate to Single-Family Residential-10, to consider to direct Staff to prepare an Ordinance of the same, and to amend the Zoning Ordinance (Ordinance No. 11-04-09, as amended). Zoned Residential Estate. Neighborhood #11. Zoning Case No. Z22-0020. Applicant: City of Frisco (Development Services/SSS)
35. Consider and act upon adoption of a Resolution appointing Associate Municipal Court Judges. (Financial Services/AM)

36. Discuss and direct staff on the selection process for the Comprehensive Plan Advisory Committee (CPAC) to update the Comprehensive Plan. (Development Service/CL).
37. City Council discussion with City Staff concerning any actions required by City Staff as a result of any item on tonight's agenda.
38. Discussion on Governance Monitoring of present City Council Meeting.

ADJOURN

CERTIFICATION

Henry J. Hill, Deputy City Manager, certifies that this Notice of Meeting was posted on the outside bulletin board, at the George A. Purefoy Municipal Center of the City of Frisco, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time:

By Friday, December 30, 2022 at 5:00 PM and remained so posted at least 72 hours before meeting was convened.

If during the course of the meeting covered by this notice, the City Council should determine that a closed or executive meeting or session of the City Council or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the City Council at the date, hour and place given in this notice as the City Council may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

§ 551.071 – Private consultation with the attorney for the City.

§ 551.072 – Discussing purchase, exchange, lease or value of real property.

§ 551.074 – Discussing personnel or to hear complaints against personnel.

§ 551.087 – Discussion regarding commercial or financial information that the Board has received from a business prospect or to deliberate the offer of a financial or other incentives to a business prospect.

NOTICE

Pursuant to City of Frisco Ordinance Number 19-10-86, each member of the public wishing to address the City Council shall be entitled to speak for up to five (5) minutes, unless ten (10) or more members of the public are present to speak on a single agenda item, in which case the City Council may by majority vote reduce the allotted time from five (5) minutes to three (3) minutes per speaker to ensure that as many people as possible have an opportunity to speak, subject to the requirements of other law.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

The George A. Purefoy Municipal Center is wheelchair accessible. Access to the building and special parking are available at the primary north entrance facing Frisco Square Blvd. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at least 48-hours prior to the meeting. Please e-mail your request to: CitySec@friscotexas.gov (<mailto:CitySec@friscotexas.gov>) or call (972) 292-5020. BRAILLE IS NOT AVAILABLE.

Date Removed: _____

Removed By: _____



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Development Services Department
City of Frisco, Texas

Memorandum

To: Honorable Mayor Jeff Cheney and Members of the Frisco City Council

Cc: Wes Pierson, City Manager
Ben Brezina, Assistant City Manager
John Lettelleir, FAICP, Director of Development Services

From: Stephanie Scott-Sims, AICP, Development Manager

Date: January 3, 2023

Subject: Public Hearing: A request to rezone two lots on 0.8± acre on the southeast corner of North County Road and Ashbury Court ("Property"), from Residential Estate to Single-Family Residential-10, to amend the Zoning Ordinance (Ordinance No. 11-04-09, as amended), and to consider to direct Staff to prepare an Ordinance of the same. Neighborhood #11. Zoning Case No. Z22-0020. Applicant: City of Frisco. (Development Services/SSS)

Action Requested: Hold the Public Hearing and direct Staff to prepare an Ordinance.

Background Information: The Residential Estate (RE) zoning district was created with the adoption of the 1993 Zoning Ordinance. The RE zoning district is intended for single-family detached dwellings on large parcels of land, with a minimum lot area of one-acre, minimum lot width of 150 feet, and a minimum lot depth of 200 feet.

Prior to the adoption of the 1993 Zoning Ordinance, the property in question and the adjacent Frisco Ranch Estates residential subdivision were designated as "Single Family", with no specific zoning district designation such as RE, SF-7 etc.

The Zoning Map was adopted by ordinance with the updating of the Zoning Ordinance in 1993. The 1993 Zoning Map showed this property as Residential Estate (RE). The City followed the state law requirements in mailing notices to property owners and notice to the newspaper regarding the updating of the Zoning Ordinance and the Zoning Map.

The size of this property does not conform to the RE zoning district standards. Staff is recommending Single Family-10 zoning since this will allow the owner to subdivide the property into two lots, meeting the SF-10 minimum zoning lot standards.

The Ordinance has been prepared and is also on this City Council agenda for consideration on the Legislative Agenda.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office will prepare the Ordinance if that is the City Council's direction.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare Ordinance;
- Approve the request with conditions and direct staff to prepare Ordinance;
- Deny the request; or
- Table for further review.

Board/Citizen Input: The Planning & Zoning Commission held a public hearing on December 13, 2022 and voted 6-0 to recommend approval of the request as outlined in the Outcome Memo.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated December 14, 2022;
- Staff report;
- Locator Map;

Recommendation: The Planning & Zoning Commission has recommended approval as Single-Family Residential-10.



A G E N D A
REGULAR MEETING OF THE
HIGHLAND VILLAGE CITY COUNCIL
HIGHLAND VILLAGE MUNICIPAL COMPLEX
1000 HIGHLAND VILLAGE ROAD, HIGHLAND VILLAGE, TEXAS
TUESDAY, NOVEMBER 8, 2022 at 6:00 P.M.

EARLY WORK SESSION
City Council Chambers – 6:00 P.M.

Convene Meeting in Open Session

- 1. Discuss awarding of Grant Funds to Community Nonprofit Organizations for Fiscal Year 2022-2023**
- 2. Discuss amending the City's Fee Schedule relating to Emergency Medical Services Fees**
- 3. Discuss the Use of Golf Carts, Neighborhood Electric Vehicles (NEV), Slow-Moving Vehicles (SMV), and Speed Limits in Highland Village**
- 4. Clarification of Consent or Action Items listed on Today's City Council Meeting Agenda for November 8, 2022**

(Items discussed during Early Work Session may be continued or moved to Open Session and/or Late Work Session if time does not permit holding or completing discussion of the item during Early Work Session.)

CLOSED SESSION
City Manager's Conference Room

- 5. Hold a Closed Meeting in accordance with the following Sections of the Texas Government Code:**
 - (a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)**

OPEN SESSION
City Council Chambers – 7:30 P.M.

- 6. Call Meeting to Order**
- 7. Prayer led by Councilmember Robert Fiester**

8. Pledge of Allegiance to the U.S. and Texas flags led by Councilmember Robert Fiester: *"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."*
9. Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety
 - Presentation of a Proclamation celebrating Art Month in Highland Village
10. City Manager/Staff Reports
 - The Village Report
11. Visitor Comments *(Anyone wishing to address the City Council must complete a Speakers' Request Form and return it to the City Secretary. In accordance with the Texas Open Meetings Act, the City Council is restricted in discussing or taking action on items not posted on the agenda. Action on your statement can only be taken at a future meeting. In order to expedite the flow of business and to provide all visitors the opportunity to speak, the Mayor may impose a three (3) minute limitation on any person addressing the City Council. A thirty (30) minute time allotment is set for this section, and the remaining speakers will be heard at the end of the Action Agenda.)*

Anyone wishing to address the City Council on any item posted on the City Council agenda for possible action, including matters placed on the Consent Agenda or posted as a Public Hearing, must complete a Speakers' Request Form available at the entrance to the City Council Chambers and present it to the City Secretary prior to the Open Session being called to order. Speakers may be limited to three (3) minutes and given only one opportunity to speak on an item. Other procedures regarding speaking on matters posted for action on the City Council agenda are set forth on the Speakers' Request Form. Subject to applicable law, the City Council reserves the right to modify or waive at any time the procedures relating to members of the public speaking on matters placed the Council's agenda.

CONSENT AGENDA

All of the items on the Consent Agenda are considered for approval by a single motion and vote without discussion. Each Councilmember has the option of removing an item from this agenda so that it may be considered separately and/or adding any item from the Action Agenda to be considered as part of the Consent Agenda items.

12. Consider approval of Minutes of the Regular City Council Meeting held on October 25, 2022
13. Consider Resolution 2022-3032 canceling the November 22, 2022 and December 27, 2022 City Council Meetings
14. Consider Resolution 2022-3033 authorizing a Task Order with Schaumburg & Polk, Inc. to provide Professional Engineering Services for the Storm Water System Plan Update Project
15. Receive Investment Report for Quarter ending September 30, 2022

ACTION AGENDA

16. Take action, if any, on Matters discussed in Closed Session in accordance with the following Sections of the Texas Government Code:
(a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)
17. Consider Resolution 2022-3037 approving a Detailed Site Plan for Development of a 1.82+/- Acre Tract out of the Fred Hyatt Survey, Abstract No. 559, presently Zoned Planned Development – Commercial (PD-C), commonly known as 113 Barnett Boulevard
18. Consider Resolution 2022-3034 amending the City's Master Fee Schedule by amending and adding Certain Parks and Recreation Facility Fees pursuant to Code of Ordinances Section 14.04
19. Consider Resolution 2022-3035 amending the City's Master Fee Schedule to include Emergency Medical Services Fees pursuant to Code of Ordinances Section 10.02.004
20. Consider Resolution 2022-3036 awarding Grant Funds to Community Nonprofit Organizations for Fiscal Year 2022-2023

LATE WORK SESSION

(Items may be discussed during Early Work Session, time permitting)

21. Status Reports on Current Projects and Discussion on Future Agenda Items (A Councilmember may inquire about a subject of which notice has not been given. A statement of specific information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.)
22. Adjournment

I HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE PUBLIC BULLETIN BOARD AT THE MUNICIPAL COMPLEX, 1000 HIGHLAND VILLAGE ROAD, HIGHLAND VILLAGE, TEXAS IN ACCORDANCE WITH THE *TEXAS GOVERNMENT CODE, CHAPTER 551*, ON THE 4TH DAY OF NOVEMBER 2022 NOT LATER THAN 5:00 P.M.



Angela Miller, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (972) 899-5132 or Fax (972) 317-0237 for additional information.

Removed from posting on the _____ day of _____, 2022 at _____

am / pm by _____.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA#	1	MEETING DATE:	11/08/2022
SUBJECT:	Discuss awarding of Grant Funds to Community Nonprofit Organizations for Fiscal Year 2022-2023		
PREPARED BY:	Angela Miller, City Secretary		

COMMENTS

Per Resolution 2018-2729, community organizations desiring funding from the City must submit request applications to the City. Once all applications are received, they are reviewed and provided to City Council for consideration.

Requests must meet the following criteria:

- Services to be provided by an organized civic, cultural, educational, or service group that is a nonprofit organization with membership open to all citizens of Highland Village
- Services must be of economic benefit to the community or contribute to the quality of life in Highland Village by serving a municipal public purpose
- Services must be provided to the residents of Highland Village on an equal basis
- The organization must enter into a written contract with the City of Highland Village for the provision of services

Examples of municipal public purpose include, but are not limited to:

- Preservation, promotion or development of historically sensitive areas of the city
- Promotion of the performing arts
- Activities promoting and improving the health, safety and welfare of the youth, adults or senior citizens residing in the city
- Educational programs promoting student and citizen participation in the electoral process and local government
- Crime awareness and prevention

Nineteen (19) nonprofit organizations submitted funding request applications this year. Council received presentations from the nonprofit organizations at their regular meeting held on October 25, 2022. Below is a listing of the nonprofit organizations, including the amount of funding requested:

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 14	MEETING DATE: 11/08/2022
SUBJECT:	Consider Resolution 2022-3033 authorizing a Task Order with Schaumburg and Polk, Inc. (SPI) for Professional Engineering Services for Preparation of a Storm Water System Plan Update
PREPARED BY:	Scott Kriston, Director of Public Works

BACKGROUND:

Approximately ten years ago, an evaluation of the storm water system in the City was performed. The purpose of that initial evaluation was to identify and map the City's then existing storm water facilities and prepare construction cost estimates for specific storm water facilities that had been identified as needed drainage CIP projects. Performing a Storm Water System Plan Update at this time will build on that initial evaluation by updating the maps to include storm water facilities that have been added to the City's storm water system during the last ten-year period and by updating the drainage CIP projects to include additional projects that need to be constructed to protect the City's existing infrastructure. In addition, mapping will be performed to show the City's existing water and wastewater and drainage facilities subject to potential adverse impacts from creek erosion, drainage basins, subbasins, and creeks will be mapped, existing drainage easements will be identified and mapped, areas where creek erosion has been identified will be mapped, drainage projects to protect the City's existing infrastructure from creek erosion will be identified, and construction cost estimates will be prepared for these drainage projects.

IDENTIFIED NEED/S:

A Storm Water System Plan Update needs to be conducted for the City's storm water system in order to update the maps associated with the storm water system, identify drainage improvements that are needed to protect existing City infrastructure, and prepare cost estimates for making such improvements.

OPTIONS & RESULTS:

This proposed Storm Water System Plan Update will help to ensure that the City's storm water system and drainage facilities will continue to serve the City's needs and protect the City's existing infrastructure.

PROGRESS TO DATE: (if appropriate)

A Task Order has been received from Schaumburg and Polk, Inc. (SPI) for the provision of professional engineering services required for this project.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

The cost for these professional engineering services is identified in the 2023 drainage fund budget.

RECOMMENDATION:

To approve Resolution 2022-3033 authorizing a Task Order with Schaumburg & Polk, Inc. (SPI) to provide professional engineering services for the Storm Water System Plan Update Project.



City of Lewisville, TX

City Council

Agenda

151 W Church Street
Lewisville, Texas 75057

Monday, November 7, 2022

6:00 PM

Lewisville City Hall

Anyone wishing to submit comments prior to the meeting may do so through e-comments. To access e-comments, go to <https://cityoflewisville.legistar.com/Calendar.aspx> and utilize the e-comments link located to the far right hand side of the line containing this meeting details and agenda. E-comments will be accepted until 5 p.m. prior to the meeting.

Call to Order and Announce Quorum is Present

Workshop Session - 6:00 P.M.

***Items discussed during Workshop Session may be continued during the Regular Session after Reports if time does not permit holding or completing discussion of the item during Workshop Session.*

- A. [Discussion of Regular Agenda Items and Consent Agenda Items.](#)
- B. [Presentation of 2022 Resident Satisfaction Survey Results](#)
- C. [Classification and Compensation Study Introduction and Discussion](#)

Regular Session - 7:00 P.M.

- A. **Invocation - Councilmember Cade**
- B. **Pledge to the American and Texas Flags - Mayor Gilmore**
- C. **Presentation**
 - 1. [Salvation Army to Present the National Red Kettle Kickoff; Mayor Gilmore to Issue a Challenge to Area Mayors](#)
- D. **Public Hearing**
 - 1. [Public Hearing: Consider an Ordinance Amending the Lewisville City Code by Designating Chapters 1 Through 17.5 of the Lewisville City Code as Volume 1 of the Lewisville City Code; Adding a New Volume, Volume 2, Unified Development Code, Combining and Amending Zoning and](#)

[Development Regulations Previously Contained in Chapter 2 \(Administration\), Chapter 4 \(Buildings and Building Regulations\), Chapter 6 \(Land Development Regulations\), Chapter 9.5 \(Old Town Development\), Chapter 17 \(Zoning\), Chapter 17.5 \(IH-35E Corridor Overlay District\); Deleting And Reserving For Future Use Section 2-48 \(Old Town Design Review Committee\), Division 2, Article 3, Chapter 2 \(Community Development Block Grant Advisory Committee\), Article X, Chapter 4 \(Fences\), Chapter 9.5 \(Old Town Development\), Chapter 17 \(Zoning\), And Chapter 17.5 \(IH-35E Corridor Overlay District\); Deleting Chapter 6 \(Land Development Regulations\) And Replacing With A New Chapter 6 Entitled “Community Development Block Grant Advisory Committee”; Amending Section 7-401 to Ensure Conformance With the Unified Development Code.](#)

ADMINISTRATIVE COMMENTS:

In 2018, the City began the process of reviewing and revising the zoning and development ordinances. The City Council gave direction to combine these ordinances into a Unified Development Code. The process to amend the ordinances included an internal technical review committee, roundtable meetings with developers and external design professionals, public open houses and multiple joint workshops with the City Council and Planning and Zoning Commission. The Planning and Zoning Commission recommended unanimous approval (5-0) on November 1, 2022. The proposed effective date is December 1, 2022.

RECOMMENDATION:

That the City Council approve the ordinance as set forth in the caption above.

PRESENTATION:

Richard E. Luedke, AICP, Planning Director
Michele Berry, AICP, Planning Manager

E. Visitor/Citizens Forum

Speakers must address their comments to the Mayor rather than to individual Council members or staff. Speakers should speak clearly and state their name and address prior to beginning their remarks. Speakers will be allowed 5 minutes for testimony. Speakers making personal, impertinent, profane or slanderous remarks may be removed from the meeting. Unauthorized remarks from the audience, stamping of feet, whistles, yells, clapping, and similar demonstrations will not be permitted. In accordance with the Texas Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. Action can only be taken at a future meeting.

F. Consent Agenda

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card or e-comment must be filled out and submitted to the City Secretary.

2. [Approval of a Bid Award to Conduct a Comprehensive ADA Transition Plan for City Facilities, Parks, and Trails to Kimley Horn and Associates, Inc., Fort Worth, TX, in the Estimated Amount of \\$250,000; and Authorization for the City Manager, or Her Designee, to Execute the Agreement.](#)

ADMINISTRATIVE COMMENTS:

A total of nineteen (19) proposals were downloaded from Bonfire. Four (4) proposals were received on March 17, 2022. At the conclusion of the evaluation, Kimley Horn and Associates, Inc., received the highest evaluation score and is recommended for award. Funding is available in the ADA Transition Plan Capital Project.

RECOMMENDATION:

That the City Council approve the bid award and authorize the City Manager, or her designee, to execute the agreement as set forth in the caption above.

3. [Approval of a Bid Award for an Annual Requirements Contract for Concrete Pavement Repairs to SAZ Global, Inc., dba SAZ Infrastructure, Dallas, Texas, in the Estimated Amount of \\$5,542,382.50; and Authorization for the City Manager, or Her Designee, to Execute the Contract.](#)

ADMINISTRATIVE COMMENTS:

A total of twenty-seven (27) requests for proposals were downloaded from Bonfire. Four (4) proposals were received and opened on August 22, 2022. This contract will be utilized for larger projects such as repairs to arterial streets and entire neighborhoods as listed on the Five-Year CIP Street and Drainage Schedule. Based on the evaluation matrix included in the request for proposals, SAZ Global, Inc., dba SAZ Infrastructure received the highest evaluation score and is being recommended for award. The term of the contract will be twelve (12) months, with options to extend for up to two (2) additional twelve (12) month periods. Funding is available for this contract in the Concrete Street and Sidewalk Maintenance Capital Projects.

RECOMMENDATION

That the City Council approve the bid award and authorize the City Manager, or her designee, to execute the contract as set forth in the caption above.

4. [Approval of Termination of the Economic Development Agreement Between MM Lewisville RR, LLC and the City of Lewisville Dated March 15, 2021; and Authorization for the City Manager to Sign Necessary Termination Documents.](#)

ADMINISTRATIVE COMMENTS:

MM Lewisville RR, LLC (“Developer”) requests that the City terminate the Economic Development Agreement, dated March 15, 2021, between it and the City for the development and operation of SFERECO, an Italian style restaurant, located at 233 W Church Street. The Developer intends to sell the property to a professional restauranter to open a new restaurant, which is anticipated to be an Italian cuisine dining establishment known as Eddie’s Napolis.

RECOMMENDATION:

That the City Council approve the termination to the Economic Development Agreement as set forth in the caption above and authorize the City Manager, or her designee, to sign any necessary termination documents.

5. [Approval of a Purchasing Agreement Between the City of Lewisville and MUSCO Sports Lighting, LLC, in the Amount of \\$353,311, Regarding Lighting Installation Associated with Bill Weaver Arena Located at 101 Parkway Drive; and, Authorization for the City Manager, or Her Designee, to Execute the Agreement.](#)

ADMINISTRATIVE COMMENTS:

MUSCO Sports Lighting, LLC, an authorized vendor under Buy Board, was selected to furnish and install permanent new lighting associated with Bill Weaver Arena, parking area lighting and various electrical outlets for food trucks and vendors. Construction is anticipated to be complete within 23 weeks of execution of the agreement. Funding is available in the Rodeo Grounds Capital Project.

RECOMMENDATION:

That the City Council approve the purchasing agreement and authorize the City Manager, or her designee, to execute the purchasing agreement as set forth in the caption above.

6. [Approval of an Interlocal Cooperation Agreement for Library Services with Denton County and Authorization for the City Manager, or Her Designee, to Execute the Agreement.](#)

ADMINISTRATIVE COMMENTS:

The City of Lewisville has worked cooperatively with Denton County to provide library service to residents of Denton County since 1991, with Council authorizing an Interlocal Cooperation Agreement for Library Services each year. The proposed agreement states that in return for providing one or more listed programs of library service for the residents of the County, the County agrees to provide \$86,800 during FY 2022/2023. This is an increase from \$83,200 in FY 2021/2022. The appropriation is based on the City population per North Central Texas Council of Governments figures and by an allocation of Denton County residents who do not have a library. In the agreement, the City designates the Director of Library Services as the official liaison for the City of Lewisville.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above; and authorize the City Manager, or her designee, to execute the agreement.

G. Regular Hearing

7. [Consideration of an Agreement Between the City of Lewisville and Serve Lewisville, and Authorization for the City Manager, or Her Designee, to](#)

[Execute the Agreement; and Consideration of the Reallocation of American Rescue Plan Act \(ARPA\) Funds to Cover Compensation Increases Related to Employee Retention.](#)

ADMINISTRATIVE COMMENTS:

On July 18, 2022, Pat Smith, Serve Denton CEO, presented the Serve Lewisville feasibility study results at Council workshop. The results of the study included the governing structure, proposed location, design phases, and financial overview. Council agreed to provide a \$2.5 million-dollar forgivable loan to Serve Lewisville to acquire the property at 1001 S Edmonds Ln, renovate the building on the property, and assist with the first year of operating costs. The agreement ensures that Serve Lewisville will (1) meet certain timelines, (2) maintain a minimum occupancy within one year, (3) set rental rates below market level, (4) not discriminate, and (5) submit an annual compliance report to the City. The City will maintain a lien on the property until Serve Lewisville has operated a nonprofit center for 10 years, at which time, the lien would be released if all other requirements of the agreement have been met. The original source of funding was ARPA funds, however, due to federal procurement requirements, staff determined general fund dollars would be the better option for an efficient and effective execution of the project. ARPA funds will be instead reallocated to fund compensation increases related to employee retention.

RECOMMENDATION:

That the City Council approve the agreement, authorize the City Manager, or her designee, to execute the agreement, and approve the reallocation of ARPA funds as set forth in the caption above.

8. [Consideration of an Ordinance of the Lewisville City Council Appointing the Municipal Judge and Alternate Judges of the Municipal Court of Record No. 1 in the City of Lewisville to Two-Year Terms; Designating a Presiding Judge; Providing a Repealer, Severability and an Effective Date; and Declaring an Emergency.](#)

ADMINISTRATIVE COMMENTS:

Chapter 30 of the Texas Government Code requires that municipal courts of record be presided over by judges who are appointed by ordinance. Such ordinance authorizes municipal judges to serve for a designated term of two years and to be submitted for consideration to the council biennially. In the event the ordinance is not renewed, and no affirmative action is taken to appoint a new judge

or judges, the previously appointed judge or judges continue to serve in a hold-over capacity. Currently, the presiding judge is Brian Holman and the alternate, or part-time, judges are Kimberly Lafferty, Holly Fox, and Robin Ramsay. Alternate judges provide magistration services in the city jail on weekends and holidays and assist the presiding judge with court and other ministerial duties during periods of vacation, illness or when administrative duties require his absence.

RECOMMENDATION:

That the City Council approve the ordinance as set forth in the caption above.

AVAILABLE FOR QUESTIONS:

Judge Brian Holman

9. [Consider and Act Upon Adoption of a Resolution Authorizing the Acquisition of Right-Of-Way and Easements for the Construction, Access, and Maintenance of Holford's Prairie Road from North of Corporate Drive to State Highway 121 Business \(The "Project"\); Determining the Public Use and Public Necessity of Such Acquisition; Authorizing the Appointment of an Appraiser and Negotiator as Necessary; Authorizing the City Manager \(or Her Designee\) to Establish Just Compensation for the Property Rights to be Acquired in Accordance With all Laws; Authorizing the City Manager \(or Her Designee\) to take Steps Necessary to Acquire the Needed Property Rights in Compliance With all Applicable Laws and Resolutions; and Authorizing the City Attorney \(or Her Designee\) to Institute Condemnation Proceedings to Acquire the Property Rights if Purchase Negotiations are not Successful; Providing for Repealing, Savings, and Severability Clauses; and Providing for an Effective Date.](#)

ADMINISTRATIVE COMMENTS:

The design for Holford's Prairie Road from Business 121 to the proposed Corporate Drive Extension is almost complete and several right of way and easement parcels are required to realign and reconstruct the roadway. Property appraisals will be requested and obtained for use in the easement and right-of-way acquisition needed for this project. Staff is preparing to meet with the above-mentioned property owners to begin negotiating for the required right-of-way and easements. Prior to the easement and right-of-way acquisition, the City Attorney has prepared this Resolution to properly authorize the purchase or use the power of eminent domain to acquire the required easements and

right-of-way, if necessary.

RECOMMENDATION:

That the City Council consider and adopt the resolution as set forth in the caption above by using the following motion, which is prescribed by the Texas Local Government Code, Section 2206.053 (e): “I move that the City of Lewisville, Texas adopt the Resolution described in Agenda Item No. 9 and authorize the use of the power of eminent domain to acquire for public use the property described and depicted in Attachment 1 attached to the Resolution, said description and depiction being incorporated into this motion for all purposes, for the construction, access, and maintenance of Holford’s Prairie Road and other associated drainage, slope, and utility improvements. This vote applies to all units of property described and depicted in Attachment 1 attached to the Resolution”

AVAILABLE FOR QUESTIONS:

David Salmon, P.E., City Engineer

H. Reports Reports about items of community interest regarding which no action will be taken.

I. Return to Workshop Session if Necessary

J. Closed Session

In Accordance with Texas Government Code, Subchapter D,

- 1. Section 551.072 (Real Estate): Property Acquisition*
- 2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations.*

K. Reconvene into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.

L. Adjournment

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

The City will provide appropriate auxiliary aids and services, including sign language interpreters and assisted listening devices, whenever necessary to ensure effective communication with members of the public who have hearing, sight or speech impairments, unless doing so would result in a fundamental alteration of its programs or an undue financial burden. A person who requires an accommodation or auxiliary aid or service to participate in a City program, service or activity, should contact the sponsoring Department, or the Human Resource Department at 972-219-3450 or by Fax at 972-219-5005 as far in advance as possible but no later than 48 hours before the scheduled event.

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

The Texas Open Meetings Act, codified in Chapter 551 of the Texas Government Code, does not require an agenda posting where there is a gathering of a quorum of the City Council at a social function unrelated to the public business that is conducted by the City Council, or the attendance by a quorum of the City Council at a regional, state or national convention or workshop, ceremonial event or press conference if formal action is not taken and any discussion of public business is incidental to the social function, convention, workshop, ceremonial event or press conference. The City Secretary's Office may occasionally post agendas for social functions, conventions, workshops, ceremonial events or press conferences; however, there is no legal requirement to do so and in the event a social function, convention, workshop, ceremonial event or press conference is not posted by the City Secretary's Office, nothing shall preclude a quorum of the City Council from gathering as long as "deliberations" within the meaning of the Texas Open Meetings Act do not occur.

I do hereby certify that the above notice of meeting of the City of Lewisville City Council was posted at City Hall, City of Lewisville, Texas in compliance with Chapter 551, Texas Government Code on _____, 2022 by _____ AM.

City Secretary

MEMORANDUM

TO: Claire Powell, City Manager

FROM: Carolyn Booker, Director of Library Services

DATE: November 2, 2022

SUBJECT: **Approval of an Interlocal Cooperation Agreement for Library Services with Denton County and Authorization for the City Manager, or Her Designee, to Execute the Agreement.**

BACKGROUND

The City of Lewisville has worked cooperatively with Denton County to provide library service to residents of Denton County since 1991, with Council authorizing an Interlocal Cooperation Agreement for Library Services each year. The proposed agreement states that in return for providing one or more listed programs of library service for the residents of the County, the County agrees to provide \$86,800 during FY 2022/2023. The appropriation is based on the City population per North Central Texas Council of Governments figures and by an allocation of Denton County residents who do not have a library. In the agreement, the City designates the Director of Library Services as the official liaison for the City of Lewisville

ANALYSIS

Lewisville's funding amount for FY 2021-22 was \$83,200. The per capita funding from Denton County remained the same for this fiscal year, \$.338302 per capita, which resulted in a total allocation of \$86,800. The increase for this fiscal year comes from the Castle Hills population being taken in by the City of Lewisville. The interlocal agreement benefits the City of Lewisville by reimbursing the city for providing library services to all Denton County residents. These people are likely to work, shop and spend time in the City of Lewisville.

Library card registration as of 10-18-2022:

Lewisville:	41,697 – 68.9%
Denton County outside Lewisville:	15,959 – 26.4%
Texas outside Denton County:	2,861 – 4.7%
 Total cards:	 60,517

CITY STAFF'S RECOMMENDATION

That the City Council approve the agreement as set forth in the caption above and authorize the City Manager, or her designee, to execute the agreement.



REGULAR CITY COUNCIL MEETING AGENDA

DECEMBER 6, 2022

LOCATION: 1400 Main Street, Southlake, Texas 76092
Council Chambers in Town Hall

WORK SESSION: 5:30 P.M.

1. Call to order
2. Invocation: Clayton Reed
3. Discuss all items on tonight's agenda. No action will be taken and each item will be considered during the Regular Session.

REGULAR SESSION: Immediately following the work session

1. Call to order.
2. A. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f), and 418.106(d) & (e). Refer to posted list attached hereto and incorporated herein. **Executive Session may be held, under these exceptions, at the end of the Regular Session or at any time during the meeting that a need arises for the City Council to seek advice from the city attorney as to the posted subject matter of this City Council meeting.**
 1. Section 551.071: Consultation with city attorney.
 - a. Seek advice of the city attorney regarding legal issues related to legislative items.
 - b. Seek advice of the city attorney regarding driveway access to FM 1938 and other construction related matters for a future subdivision located on property addressed as 208 Randol Mill Avenue and located at the northern terminus of Maranatha Way.
 - c. Seek advice of the city attorney regarding zoning administrator opinion.
 - d. Seek advice of the city attorney regarding terms and conditions of contract with Timberlyne.
 - e. Seek advice of the city attorney regarding legal issues related to the construction of a screening wall along FM 1938 (Davis Blvd.)

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2. Section 551.087: Deliberation regarding economic development negotiations.

- a. Deliberate the terms and conditions of an economic development incentive program – Project No. 2017-03.
- b. Deliberate the terms and conditions of an economic development incentive program – Project No. 2022-01.

B. **Reconvene:** Action necessary on items discussed in Executive Session.

3. **REPORTS:**

A. Mayor's Report

B. City Manager's Report

1. Performance Excellence – Communication Awards

CONSENT AGENDA: All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember or citizen so requests, in which event the item will be removed from the general order of business and considered in its normal sequence.

4. Consent:

- A. Approve minutes from the November 15, 2022, regular City Council meeting.
- B. Approve FY 2023 Metroport Teen Court Interlocal Agreement.
- C. Approve purchase of Gemini & SPRD-ER Bundle from Thermo Scientific Portable Analytical Instruments Inc. in an amount not to exceed \$100,000.
- D. Approve funding for the purchase of capital equipment from Marathon Fitness in an amount not to exceed \$107,500.
- E. Approval to excuse the absences of Planning and Zoning Commissioner Scott Dyche from the November 3 and November 17, 2022, regular Planning and Zoning Commission meetings.
- F. Approve the Bylaws of the Alliance for Community Engagement.
- G. Approve an Engineering Services Agreement (ESA) with Kimley-Horn and Associates, Inc. to provide engineering design and construction phase services for Central Avenue improvements in an amount not to exceed \$65,000.

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- H. Approve an Interlocal Agreement (ILA) with Tarrant County to receive a cost reimbursement for the construction of intersection improvements at FM 1938 at West Continental Boulevard and West Continental Boulevard at South Peytonville Avenue in an amount not to exceed \$2,225,000.
- I. Amend a Commercial Developer Agreement (CDA) with BSREP III Mustang Court L.P. for the Mustang Business Park development in an amount not to exceed \$200,000.
- J. Approve an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to receive a cost reimbursement for North White Chapel Boulevard from Bluestem Drive to Wingate Lane in an amount not to exceed \$3,491,520.
- K. Approve an Engineering Services Agreement (ESA) with Baird, Hampton & Brown (BHB) to provide engineering design services for the Alta Vista Water Transmission Main Replacement Study in an amount not to exceed \$110,000.
- L. Authorize expenditures with TK Elevator Corporation (TK Elevator) for preventative and corrective maintenance services of elevators in all City facilities in an amount not to exceed \$275,000.
- M. Authorize expenditures with Smith Pump Company Inc. for pump parts and repair services in an amount not to exceed \$131,787.
- N. Authorize expenditures with Green Equipment Co. for the purchase of a new CCTV unit along with any repairs/replacement of current locating devices in an amount not to exceed \$125,000.
- O. Approve an Engineering Services Agreement (ESA) with Baird Hampton & Brown (BHB) to provide engineering design services for an 8-inch Water main extension at Southlake Park Addition Phase 2 in an amount not to exceed \$110,000.
- P. City Council confirmation of the City Manager's appointment of William Blair Halbert as the Director of Information Technology.

REGULAR AGENDA:

- 5. Public Forum. *(The Public Forum will not begin prior to 7:00 p.m. This is the public's opportunity to address the City Council about non-agenda items. During this proceeding, the City Council will not discuss, consider, or take action on any item*

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presented. We respectfully ask that anyone stepping forward to speak during Public Forum to please limit remarks to three minutes or less.)

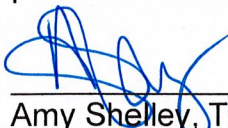
6. Ordinances, second readings, public hearings, and related items:
 - A. ZA22-0054, Site Plan for The Capital Grille on property described as Lot 1 R, Greenway-Carroll Addition, City of Southlake, Tarrant County, Texas, and located at 1201 E. State Highway 114, Suite 100/110, Southlake, Texas. Current Zoning: "C-3" General Commercial District. SPIN Neighborhood #8. **PUBLIC HEARING**
 - B. SV22-0014, Sign Variance for The Capital Grille located at 1201 E. SH 114, Southlake, Texas.
7. Ordinances, first readings, and related items:
 - A. Ordinance No. 480-791a, ZA22-0058, 1st Reading, Zoning Change and Site Plan for Mach 1800, to include a variance to the Masonry Ordinance No. 557, as amended, on property described as Lot 1R, Brewer Industrial District, City of Southlake, Tarrant County, Texas and located at 1800 E. State Highway 114, Southlake, Texas. Current Zoning: "S-P-1" Detailed Site Plan District Proposed Zoning: "S-P-1" Detailed Site Plan District SPIN Neighborhood #4. *(If approved, the public hearing will be held during the January 3, 2023, City Council meeting.)*
8. Resolutions: *(There are no items on this agenda.)*
9. Other items for consideration:
 - A. MSP22-0004, Master Sign Plan for Crisp & Green located at 2438 E. Southlake Blvd., Southlake, Texas.
 - B. ZA22-0057, Plat Revision for Lot 6R1, Block A, Huntwick Estates Addition, being a revision of a portion of Lot 6, Block A, Huntwick Estates Addition, City of Southlake, Tarrant County, Texas being approximately 1.002 acres located at 703 Harty Court, Southlake, Texas. Current Zoning: SF-1A Single Family Residential District. SPIN Neighborhood #2.
 - C. Authorize additional funds with XIT Paving and Construction, Inc., (XIT) in an amount of \$140,000 for unanticipated waterline section lowering and upsizing, and additional construction contingency on the Creekside Drive Paving and Drainage Improvements project.
10. Other items for discussion: *(There are no items on this agenda.)*

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11. Adjournment

CERTIFICATE

I hereby certify that the above agenda was posted on the official bulletin boards at Town Hall, 1400 Main Street, Southlake, Texas, on Friday, December 2, 2022, by 5:00 p.m., pursuant to the Texas Government Code, Chapter 551.



Amy Shelley, BMC
City Secretary



If you plan to attend this public meeting and have a disability that requires special needs, please advise the City Secretary's Office 48 hours in advance at 817-748-8016 and reasonable accommodations will be made to assist you.

EXECUTIVE SESSION

Section 551.071: Consultation with attorney. The City Council may conduct a private consultation with its attorney when the City Council seeks the advice of its attorney concerning any item on this agenda, about pending and contemplated litigation, or a settlement offer, or on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Board of Texas clearly conflicts with Chapter 551. This includes the following pending and/or contemplated litigation subjects:

1. Chad Wilson and Martha Wilson, Individually and as next friend, for S.W. v. City of Southlake, Southlake Police Department and Randy Baker, Individually; Civil Action No. 4:16-cv-00057.
2. Pedram and Karol Farahnak v. City of Southlake Board of Adjustment and Brian and Melissa Reukema
3. City of Southlake v. Town of Westlake, Texas; Cause No. 2020-007041.
4. Constance Westfall v. Jose Luna, et al; Cause No. 4:15-cv-00874-0.
5. Myra Nunez v. City of Southlake; Cause No. 048-330936-21.

Section 551.072: Deliberation regarding real property. The City Council may conduct a closed meeting to deliberate the purchase, exchange, lease or value of real property.

Section 551.073: Deliberation regarding prospective gift or donation. The City Council may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to the City.

Section 551.074: Deliberation regarding personnel matters. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officers, including the City Manager, City Secretary, City Attorney, Municipal Judge and city boards and commission members. A complete list of the city boards and commissions is on file in the City Secretary's Office.

Section 551.076: Deliberation regarding security devices. The City Council may deliberate the deployment, or specific occasions for implementation of security personnel or devices.

Section 551.087: Deliberation regarding economic development negotiations. The City Council may discuss or deliberate regarding commercial or financial information received from a business prospect that the city seeks to have locate, stay, or expand in or near the city and which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect as described above.

Section 551.089: Deliberation regarding security devices or security audits. The City Council may discuss or deliberate regarding security assessments or deployments relating to information resources technology; network security information as described

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by Section 2059.055(b); the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices; or results of security audits.

Section 418.183(f): Texas Disaster Act. The City Council may deliberate information: 1) for purposes of preventing, investigating, or responding to an act of terrorism or related criminal activity and involving emergency response providers, their staffing, contact information and tactical plans; 2) that relates to the risk or vulnerability of persons or property, including infrastructure, to an act of terrorism; 3) that relates to the assembly of an explosive weapon, the location of a material that may be used in a chemical, biological or radioactive weapon, or unpublished information pertaining to vaccines or devices to detect biological agents or toxins; 4) that relates to details of the encryption codes or security keys for a public communication system; 5) that relates to a terrorism-related report to an agency of the United States; 6) that relates to technical details of particular vulnerabilities of critical infrastructure to an act of terrorism; 7) that relates to information regarding security measures or security systems intended to protect public and private property from an act of terrorism. The Texas Disaster Act specifically requires that a tape recording of the closed meeting be made.

Section 418.106(d) & (e): Local meetings to discuss emergency management plans regarding pipeline safety. The City Council may discuss emergency management plans involving pipeline safety and/or security of pipeline infrastructures or facilities when those plans or discussions contain such sensitive information.

**MEMORANDUM**

December 6, 2022

To: Shana Yelverton, City Manager

From: Dana Kirkland, Teen Court Supervisor

Subject: Renewal of the Metroport Teen Court Interlocal Agreement

Action Requested: Renewal of the Metroport Teen Court Interlocal Agreement

Background Information: As of October 1, 2022, the Cities of Southlake, Colleyville, Grapevine, and Keller entered into an agreement to continue to fund the Metroport Teen Court program. This joint venture created the process through which juvenile misdemeanor offenders are offered an alternative to the criminal justice system. This alternative allows the teen defendants the opportunity to assume responsibility for their actions by involvement in the judicial process and community service in order that their offenses will not be recorded.

The 2022-2023 Interlocal Agreement, (attached) outlines the METROPORT Teen Court Program. This agreement also outlines the development of the METROPORT Teen Court Advisory Board and the roles and responsibilities of each of their members. The agreement also authorizes the City of Southlake to employ two full-time teen court staff, provide office space and collect revenues from the other participating Cities in order to maintain the program.

Financial Considerations: The City's participation in the cost of the Teen Court program is \$36,000 as approved by the City Council in the adopted budget.

Strategic Link: The Metroport Teen Court Interlocal Agreement is a direct link to the City's focus on Partnerships and Volunteerism. The collaboration with the three cities allows the program to provide a quality service for the citizens of Southlake.

Citizen Input/ Board Review: Approval of the Metroport Teen Court Interlocal Agreement

Legal Review: The City Attorney has reviewed the Metroport Teen Court 2022-

2023 Interlocal Agreement as to form and legality of the document.

Alternatives: Approve agreement or deny agreement

Supporting Documents: 2022-2023 Metroport Teen Court Interlocal Agreement

Staff

Recommendation: Approval of the Metroport Teen Court Interlocal Agreement

INTERLOCAL AGREEMENT

FUTURE ITEMS

<u>Agenda Date</u>	<u>Item Name</u>
4/17/2023	High Road Water Line Phase II - Construction Agreement
3/20/2023	CIP Amendment
2/20/2023	Proclamation and presentation of Hometown Hero banner to Ronald Wasilewski.
2/6/2023	PSA - Bureau Veritas
2/6/2023	Public Hearing to consider an ordinance amending the Town's Code of Ordinances (LDR22-0004 – Mandatory Sewer Connections) by amending Chapter 90 "Subdivisions" and appendix A "Fee Schedule," to provide for an exception for mandatory sewer connections and make corrections to recently
2/6/2023	Placeholder: Call May 2023 Election
2/6/2023	Salvation Army Red Kettle Challenge Results