

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



July 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. Proclamation and presentation of Hometown Hero banner to Parker McKenna.

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

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects

3. Organizational Updates
 - a. Director of Information Technology introduction - Jose Mendez
4. Community Support Funding Recommendations
5. Water Conservation

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 that 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. July 20 - Work session
2. August 7 - Regular 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 - 6/15 and 6/19 - Consider approval of the minutes from a Strategic Planning Retreat held on 6/15, and a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on 6/19.
2. Retaining Wall at the Mound - Construction Agreement - Consider approval of a Construction Agreement with C. Green Scaping, LP, for the Retaining Wall at the Mound renovation project, in the amount of \$226,867.15; and authorization for the Mayor to execute the same on behalf of the Town.
3. Wastewater Treatment Plant SBR Pump Rebuild - Consider approval of the purchase of Services to rebuild the Wastewater Treatment Plant 20-Inch Sequence Batch Reactor (SBR) Pump from Zone Industries/Precision Pump Systems in the amount of \$74,879.00.
4. Oak Street Sewer Lift Station Pump Rebuild - Consider approval of the purchase to rebuild the Oak Street Lift Station Pump Number 4 from Xylem Water Solutions and Water Technology in the amount of \$79,500.00.
5. HVAC replacement/renovation - Central Fire Station. - Consider approval of the proposal from Trane to replace the existing HVAC systems on the crew side of Central Fire Station (Fire Station One) with Variable Refrigerant Flow Technology, and renovation of electrical systems to include demolition and relocation of commercial and emergency generator distribution systems to convert the Emergency Operations Center and specific HVAC systems to emergency power in the amount of \$660,153.00. This project is submitted per Omnia Partners Racine Contract # 3341 with Quote Number: L3-02-10514-22-002.

6. Bucket Truck Purchase-Public Works - Consider approval of the purchase of one 2023 Ford F550 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Vendor Quote from Silsbee Ford for Public Works in the amount of \$183,966.50.
7. Budget Amendment (6th - FY 22-23) - 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 and amended by Ordinance No. 60-22, No. 06-23, No. 16-23, No. 19-23 and No. 21-23 for adjustments to the General Fund.

K. REGULAR ITEM(S)

1. Charter Review - Discuss and consider Charter review process.
2. RP23-0001 - CNIK Addition Lots 1R & 2, Block A - Public Hearing to consider a request for a Replat (RP23-0001 - CNIK Addition Lots 1R & 2, Block A) to create two residential lots with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located northeast of the intersection of Scenic Drive and Wichita Trail. (PZ recommended approval by a vote of 6 to 0 at its June 26, 2023, meeting.)
3. SUP23-0002 - Veterinary Emergency Group (VEG) - Public Hearing to consider an ordinance granting Specific Use Permit No. 485 (SUP23-0002- Veterinary Emergency Group (VEG)) to permit a veterinary hospital (inside pens) use. The property is generally located north of Churchill Drive and east of Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its July 10, 2023, meeting.)

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, Capital Improvements Advisory Committee, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission Task Force, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (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. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al
 - b. House Bill 2127
 - c. Oncor transmission line, switch, and substation projects
 - d. Sunrise Circle development and adjacent properties

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.

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

O. ADJOURN

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: July 13, 2023, at 4:40 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.

To preview upcoming items of business that may appear on future agendas click [HERE](#).

Town Council Strategic Planning Retreat



June 15, 2023
North Central Texas College
1200 Parker Square, Lecture Hall, Rm 102
Flower Mound, TX 75028

10:00 a.m. - 5:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Derek France, Mayor (arrived at 3:30 p.m.)
Jim Engel, Mayor Pro Tem
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Brian Taylor, Councilmember Place 3
Chris Drew, Councilmember Place 2

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

Anne Carnes, Deputy Town Secretary
James W. Childers, Town Manager
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
JP Walton, Strategic Services Manager

Mayor Pro Tem Engel called the planning retreat to order at 10:00 a.m.

B. PUBLIC COMMENT

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- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

No speakers.

C. ITEM(S)

1. Discussion of the Town's Strategic Plan including objectives, action items, targets, and performance for the goals of:

There was Council discussion on the following items. No action was taken.

Town Council recessed between 12:02 - 12:44 p.m. and 2:30 - 2:40 p.m.

- a. Quality of Life
- b. Public Safety
- c. Infrastructure
- d. Financial Stability & Operational Soundness
- e. Environment & Country Feel
- f. Parks & Recreation
- g. Economic Development
- h. Community Engagement

2. And including discussions involving:

- a. Town communications, website, notifications, customer service, technology, transparency, engagement, new resident information
- b. Town finance, tax rate, budget, revenues, expenditures, development fees, homestead exemption, dedicated sales tax election
- c. Economic development, incentives, office development, warehouse uses, and Tax Increment Reinvestment Zone(s) (TIRZ), Public Improvement District
- d. Town infrastructure, transportation, traffic management/synchronization, traffic signals, sidewalks/connectivity, lighting, water, wastewater, and drainage

- e. Development processes/standards/fees, neighborhood planning, growth, infill locations, uses, housing, SMARTGrowth, Cross Timbers Conservation Development District development options, Master Plan, and zoning regulations
- f. Current and future Town Facilities

D. ADJOURN

Mayor France adjourned the planning retreat at 4:31 p.m.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

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



June 19, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

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
Jim Engel, Mayor Pro Tem
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
JP Walton, Strategic Services Manager
Lexin Murphy, Director of Development Services
Matt Hotelling, Senior Engineering Transportation Manager
Brian Waltenburg, Assistant Director of Engineering
Julie Taylor, Director of Treasury Operations
Kay Wilkinson, Director of Budget Services

B. INVOCATION

Chaplain 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)

1. Certificate of Achievement presented to Abigail Counts
Mayor France presented Abigail Counts with a Certificate of Achievement in recognition of her UIL state title achievements in: Seated Shot Put, Wheelchair 100-meter Dash, Wheelchair 400.
2. Proclamation for Founders Classical Academy and their first graduating class
Mayor France presented a proclamation to Founders Classical Academy for their first graduating class.
3. Proclamation for National Parks and Recreation Month
Mayor France presented a Proclamation to the Parks Department staff for National Parks and Recreation Month.
4. Community Support Organizations Presentations - Part 2
Representatives from the following organizations gave presentations regarding the services they offer.
 - a. [Journey to Dream Foundation](#)
 - b. [Ranch Hands Rescue](#)
 - c. [Lewisville Lake Symphony](#)
 - d. [CASA of Denton County](#)
 - e. [Christian Community Action](#)
 - f. [Communities in Schools of North Texas](#)
 - g. [Humane Tomorrow](#)
 - h. [SPAN of Denton County](#)

E. PUBLIC COMMENT

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- 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.	Candice Ward, 1028 Laurel Oak	Kirkpatrick (oppose)
2.	Elena Johnson, 1314 Blairwood Dr	Kirkpatrick (oppose)
3.	Vijay Bhamidipati, 5613 Calisto Way	Burglary - Flower Mound
4.	Claudia Rose, 2651 Whyburn Dr - 1177	Go Zone
5.	Karen J Meek, 2001 Ring Teal	Go Zone
6.	Scott Langley, 800 Carter Ct	Kirkpatrick Extension (oppose)
7.	Nev Bell (for Jay Story), 1509 Redwood Crest Ln	Kirkpatrick III Ext. (oppose)
8.	Janet Busby, 1400 River Oaks Dr	Kirkpatrick Extension (oppose)
9.	Steve Carpenter, 3812 Oak Park Drive	Extension of Kirkpatrick (oppose)
10.	Scott Conner, 1005 Blustery	Kirkpatrick Extension (oppose)
11.	Jaishree Kulkarni, 805 Blue Sky Ln	Kirkpatrick Extension (oppose)
12.	Anand Kumar, 1001 Blustery Ct	Kirkpatrick PH III (oppose)
13.	Mitch Wohlgemuth, 3504 Golden Aspen Dr	Kirkpatrick Phase III (oppose)
14.	Leonard Kivett, 3512 Golden Aspen Drive	Kirkpatrick Phase III (oppose)
15.	Christy Krchnavy, 3900 Oak Park Dr	Kirkpatrick III (oppose)
16.	Bhuri Manohar, 809 Blue Sky Ln	Kirkpatrick (oppose)
17.	Paul Stone, 1868 Meyerwood	Kirkpatrick 3
18.	Jerry Minters, 3700 Golden Aspen Dr	Kirkpatrick 3 (oppose)
19.	Erica Muldor, 3804 Oak Park Drive	Kirkpatrick Phase 3 (oppose)
20.	Stephen Northrup, 3500 Golden Aspen Dr	Kirkpatrick Extension III (oppose)
21.	Pamela Paschall, 1333 River Oaks Dr	Kirkpatrick Extension (oppose)
22.	Sam Paschall, 1333 River Oaks Dr	Kirkpatrick Extension (oppose)

23.	Diane Preston, 1124 Lopo Rd	Kirkpatrick Phase III (oppose)
24.	Michael Rittenhouse, 3821 Oak Park Dr	Kirkpatrick PIII (oppose)
25.	Maria Rodriguez, 3813 Oak Park	Extension of Kirkpatrick
26.	Jesal Sayani, 916 Blue Sky Ln	Kirkpatrick (oppose)
27.	Brenda Sharp, 3600 Golden Aspen Dr	Kirkpatrick Rd Extension (oppose)
28.	Kriste Smith, 1000 Laurel Oak Drive	Kirkpatrick (oppose)
29.	Dan Stroud, 1402 River Oaks Dr	Kirkpatrick Phase III (oppose)
30.	Joseph Thomas, 3504 Orion Ct	Kirkpatrick (oppose)
31.	Gloria Vargo, 1312 Rustic Timbers Ln	Bridge / Kirkpatrick (oppose)
32.	Clint Walker, 1213 Cherry Brook	Kirkpatrick III (oppose)
33.	Donald Wilson, 3821 Oak Park Dr	Kirkpatrick Extension (oppose)
34.	Jackie Lamb, 825 Tartan Trail, Highland Village	Go Zone in FM
35.	Michelle Jackson, 3820 Oak Park Dr	Kirkpatrick III (oppose)
36.	Evan Lamb, 2140 Goldfinch Dr, Lewisville	DCTA Go Zone Access to Flower Mound
37.	Barbara Sepdham, 2209 Beechwood Ln*	Go Zone
38.	Nicola Sontag, 3500 Golden Aspen*	Kirkpatrick Ph.III (oppose)
39.	Bill Preston, 1124 Lopo Road*	Kirkpatrick Phase III (oppose)
40.	Beth Soderberq, 3100 Wager*	Kirkpatrick Phase 3 (oppose)
41.	Joseph Morales, 3817 Oak Park Dr*	Kirkpatrick Ext (oppose)
42.	Francine Nguyen, 3817 Oak Park Dr*	Kirkpatrick Extension (oppose)
43.	Linda C. Delious, 1300 Cherry Brook Way*	Kirkpatrick Extension (oppose)
44.	Eric Crowder, 1616 Highdale Ct*	Kirkpatrick Extension (oppose)
45.	Pritesh Patel, 817 Horizon St*	Kickpatrick Phase 3 (oppose)
46.	Meeta Patel, 817 Horizon St*	Kirkpatrick Phase 3 (oppose)
47.	Laura Nguyen, 3505 Midnight Ct*	Kirkpatrick Phase 3 (oppose)

48.	Phil Nguyen, 3505 Midnight Ct*	Kirkpatrick Phase III (oppose)
49.	Melanie Ortler, 3905 Oak Park Dr*	Kirkpatrick III Extension (oppose)
50.	John Ortler, 3905 Oak Park Dr*	Kirkpatrick III Extension (oppose)
51.	Doug Sharp, 3600 Golden Aspen Dr*	Kirkpatrick Rd Extension (oppose)
52.	Barbara Stroud, 1402 River Oaks Dr*	Kirkpatrick Phase III (oppose)
53.	Kristin Andreasen, 3708 Golden Aspen*	Kirkpatrick Phase III (oppose)
54.	Cindy Wohlgemuth, 3504 Golden Aspen Dr*	Kirkpatrick Phase III
55.	Jeffrey Chandler, 3820 Oak Park*	Kirkpatrick III
56.	Richard Vargo, 1312 Rustic Timbers Ln*	Kirkpatrick 3 (oppose)
57.	Mari-Ann Keyson, 1200 Rosewood Trail*	Kirkpatrick III
58.	Carol Minters, 3704 Golden Aspen*	Kirkpatrick III (oppose)
59.	Linda Dwall, 1400 Tarragon Dr*	Go Zone
60.	Carolyn Dennison, 713 Summit Ridge, Lewisville*	Go Zone
61.	Marthy Gibies, 713 Summit Ridge, Lewisville*	Go Zone

* Indicates person did not wish to speak

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects

- a. Kirkpatrick Phase III

Mr. Hotelling or Mr. Waltenburg gave a presentation identifying or noting:

- Location information
- Previous thoroughfare plans

- Regional connection
- Benefits of Kirkpatrick III
- Project timeline
- Funding

and they responded to questions from Council regarding:

- Number of lanes proposed by Denton County
- 2004 thoroughfare plan connection
- Clarification regarding the Orion Ct emergency connection and possibly of just building that portion
- What happens to the impact fee dollars if not used on this project
- Can the impact fees be used for adaptive signaling in area A
- Are there any other capacity projects where the funds can be used
- What is the amount of funds available
- What happens to the funding allocated by the county should there not be interest in having Kirkpatrick come forward and if the same funding can be used elsewhere in town
- Impact refund possibility
- How can Kirkpatrick Phase III be removed from the CIP
- Traffic capacity
- Traffic signal use

2. Economic Development Projects

3. Organizational Updates

Mr. Childers reported on:

- recent awards the Communications Department received
- AAA Bond rating status

H. FUTURE AGENDA ITEM(S)

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No requests.

I. COORDINATION OF CALENDARS

Mayor France confirmed that all members plan to be at the July 17 meeting.

1. July 3 - Regular meeting canceled in observance of the Independence Day holiday
2. July 17 - Regular 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.

ACTION: Mayor Pro Tem Jim Engel moved to approve items J1-9 as presented in the agenda caption. Deputy Mayor Pro Tem Ann Martin seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes 6/5 - Consider approval of the minutes from a regular meeting held on 6/5.
2. Vehicle Telematics/GPS - Consider approval of the purchase of a 3-year licensing contract paid annually for Samsara vehicle asset gateways, a vehicle telematics/GPS solution for a 3 year total cost of \$190,830.55 utilizing Sourcewell Contract # 020221-SAM.
3. Consider approval of the sale and consumption of a - Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during Therapeutic Recreation Group's 2023 Mound Throw Down event. The Parks Board recommended approval by a vote of 6 to 0 at its June 1, 2023, regular meeting.
4. Concrete Replacement - Consider replacement of the damaged concrete at Fire Station One on east and west exterior driveways in the amount of \$224,137.50.
5. 5th 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 and amended by Ordinance No. 60-22, No. 06-23, No. 16-23 and No. 19-23 for adjustments to the General Fund, Utility Fund and Stormwater Utility Fund.

ORDINANCE NO. 21-23

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 AND AMENDED BY ORDINANCE NO. 60-22, NO. 06-23, NO. 16-23 AND NO. 19-23, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND AND STORMWATER UTILITY FUND; PROVIDING THAT EXPENDITURES

FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

6. 2nd FY 22-23 Budget Amendment- Crime District - 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 and amended by Resolution No. 22-22.

RESOLUTION NO. 12-23

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 AND AMENDED BY RESOLUTION NO. 22-22; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

7. 1st FY 22-23 Budget Amendment- Fire District - Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, as adopted by Resolution No. 15-22.

RESOLUTION NO. 13-23

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 FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AS ADOPTED BY RESOLUTION NO. 15-22; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

8. Canyon Falls Park Project - Consider ratification of the Termination Declaration of the Construction Agreement between the Town of Flower Mound and MSB Constructors, Inc. - Bid #2021-1-B, delivered to MSB Constructors, Inc. on June 16, 2023 by the Town Attorney.

9. Stormwater cost of service and rate design study - Consider approval of a proposal to conduct a Stormwater Cost of Service and Rate Design Study with NewGen Strategies and Solutions in a not to exceed amount of \$27,500.00.

K. REGULAR ITEM(S)

1. TIRZ/PID Consulting Services - Consider approval of a Professional Services Agreement with P3 Works LLC, for TIRZ/PID creation and administration services agreement with a not to exceed amount of \$40,000 - FY22-23.
Mr. Childers provided background information regarding the item, including the scope of work involved. He, or Mr. Meredith, responded to the following questions or comments:

- Obligation level and rates
- Legal conflict possibilities
- Mechanics associated with services, including authorities

ACTION: Councilmember Brian Taylor moved to approve as presented in the agenda caption. Mayor Pro Tem Jim Engel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

2. ZPD21-0016 - Landshark Car Wash - Public Hearing to consider an ordinance for rezoning (ZPD21-0016 – Landshark Car Wash) to amend Planned Development District No.114 (PD-114) with Office District (O) and Retail District-2 (R-2) uses, to modify the conceptual plans and elevations, and modify the development standards for Lot 2RA-1, Block A, of the Windsor Ridges Addition to permit a car wash use. The property is generally located east of Long Prairie Road and south of Merriweather Lane. (PZ recommended approval by a vote of 5 to 1 at its June 12, 2023, meeting.)
Town Council recessed at 8:45 p.m. and reconvened at 8:55 p.m.

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Concept plan
- Site photo
- Landscape plan

- Building elevations, including material board

and she responded to questions from Council regarding:

- Where the residential starts in relation to the property
- Have other applicants outside of a bank expressed interest in the property in the past 12 years
- Condition of the approval

Applicant Presentation

Doug Gallaway, Managing Partner, Landshark Carwash, gave a presentation identifying or noting:

- Landshark Carwash concept
- Cross-market opportunity with nearby dog washing services company
- Signage

and he responded to questions from Council regarding:

- Noise management
- Exhaust
- Hours of operation
- How temperature will be regulated indoors (given the open roof concept)
- Is the patron in the car the entire time
- What is the purpose of the lounge
- Why did they choose Flower Mound
- What was the concern regarding the initially proposed dog wash component

Council Discussion

- How the car wash has elevated standards that are steps above a typical car wash, particularly given its enclosed
- Like the logo (with the car)
- Concern that if a car wash is approved for the PD it may not necessarily be this one in the unfortunate event Landshark would close (with its concept, design, and enclosure)

Mayor France opened the Public Hearing at 9:18 p.m.

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

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.	Scott Langley, 800 Carter Ct	None	None
2.	Sean Stewart, 5313 Cartellana Ct*		
3.	Janis Rader, 6021 Rock Cove*		
4.	Chuck Rader, 6021 Rock Cove*		

* Indicates person did not wish to speak

Mayor France closed the Public Hearing at 9:20 p.m.

ORDINANCE NO. 22-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 75-10, 17-13, 05-17, AND 41-17, WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 114 (PD-114) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY .9831 ACRES OF LAND AND BEING ALL OF LOT 2RA-1, BLOCK A, OF THE WINDSOR RIDGES ADDITION, BY AMENDING PARAGRAPH B, "RETAIL DISTRICT-2 (R-2) USES," OF EXHIBIT "B," "DEVELOPMENT STANDARDS," BY ADDING "CAR WASH, AUTOMATIC" AS A PERMITTED USE AND BY ADDING A CONCEPTUAL SITE PLAN, CONCEPTUAL ELEVATIONS, AND CONCEPTUAL LANDSCAPE PLAN IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Mayor Pro Tem Jim Engel moved to approve item K.2. as presented in the agenda caption. Councilmember Adam Schiestel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

3. Certificates of Obligation - Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2023, for the purpose of paying for waterworks and sewer system improvements,

establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

Mayor France opened items 3 and 4 at the same time.

Ms. Taylor, John Martin, Hilltop Securities, and Bob Dransfield, Bond Counsel, gave a presentation for both items identifying or noting:

- Background information
- Purpose of the agenda items
- Parameter sale
- Refunding/Debt service savings, including interest cost

and Mr. Martin responded to questions from the Council regarding:

- Clarification regarding the process and the term refunding

Council Discussion:

There was Council discussion regarding:

- Timing
- Interest in knowing more about what the rating agencies are looking for/best practices, etc. to build off of

ORDINANCE NO. 23-23

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2023”; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE TOWN AND A LIMITED PLEDGE OF THE NET REVENUES DERIVED FROM THE OPERATION OF THE TOWN’S WATERWORKS AND SEWER SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SUCH CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY AND DELIVERY OF SAID CERTIFICATES OF OBLIGATION; DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF SAID CERTIFICATES TO AN AUTHORIZED TOWN OFFICIAL; AND PROVIDING AN EFFECTIVE DATE.

ACTION:	Deputy Mayor Pro Tem Ann Martin moved to approve item K.3. as presented in the agenda caption. Councilmember Chris Drew seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS:	None
ABSTAIN:	None

RESULT: 5 : 0

4. General Obligation Refunding Bonds - Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, Series 2023, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

ORDINANCE NO. 24-23

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “TOWN OF FLOWER MOUND, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2023”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID BONDS; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF SAID BONDS; AND DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF SAID BONDS TO AN AUTHORIZED TOWN OFFICIAL.

5. Over 65 Homestead Exemption - Consider approval of an ordinance amending Section 62-51(a) of Chapter 62 of the Code of Ordinances (Taxation), to increase the exempted amount of the appraised value of residence homesteads of individuals 65 years of age or older to \$150,000.

Mayor Pro Tem Engel recused himself from the item 5 discussion.

Mr. Walton gave a presentation identifying or noting:

- What we heard
- Ad Valorem property tax
- CPI inflation calculator
- Tax rate models
- Homestead exemption model
- Recommendation
- Average bill (example)

and he responded to questions from Council regarding:

- Clarification regarding the changes to the current exemption
- What were the actuals from last year
- Voter approval rate
- Scenario 4 versus 5 option
- Concerns that cuts could mean reduced services

ORDINANCE NO. 25-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 62-51(a), "HOMESTEAD EXEMPTION FOR ELDERLY," DIVISION 2, "EXEMPTIONS," ARTICLE II "PROPERTY TAXES," OF CHAPTER 62, "TAXATION," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY INCREASING THE EXEMPTED AMOUNT OF THE APPRAISED VALUE OF RESIDENCE HOMESTEADS OF INDIVIDUALS SIXTY-FIVE (65) YEARS OF AGE OR OLDER TO ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00); PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Deputy Mayor Pro Tem Ann Martin moved to approve item K.5. adopting scenario 4 with the 12.5% homestead exemption and the \$150,000 exemption for those over age 65. Councilmember Adam Schiestel seconded the motion.

AYES: Ann Martin, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: Jim Engel

RESULT: 4 : 0

6. Disabled Homestead Exemption - Consider approval of an ordinance amending Section 62-52 of Chapter 62 of the Code of Ordinances (Taxation), to increase the exempted amount of the appraised value of residence homesteads of disabled individuals \$150,000.
- Mayor France opened items 6 and 7 at the same time.

ORDINANCE NO. 26-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 62-52, "HOMESTEAD EXEMPTION FOR DISABLED," DIVISION 2, "EXEMPTIONS," ARTICLE II, "PROPERTY TAXES," OF CHAPTER 62, "TAXATION," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY INCREASING THE EXEMPTED AMOUNT OF THE APPRAISED VALUE OF RESIDENCE HOMESTEADS OF DISABLED INDIVIDUALS TO ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00); PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Deputy Mayor Pro Tem Ann Martin moved to approve item K.6. adopting a \$150,000 homestead exemption for disabled individuals. Mayor Pro Tem Jim Engel seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: None
RESULT: 5 : 0

7. Homestead Exemption - Consider approval of an ordinance increasing the residential homestead ad valorem (property) tax exemption to 12.5%.

ORDINANCE NO. 27-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 62-55, "RESIDENCE HOMESTEAD EXEMPTION," DIVISION 2, "EXEMPTIONS," ARTICLE II, "PROPERTY TAXES," OF CHAPTER 62, "TAXATION", OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY INCREASING THE RESIDENTIAL HOMESTEAD AD VALOREM (PROPERTY) TAX EXEMPTION TO 12.5 PERCENT (12.5%) OF THE APPRAISED VALUE OF THE RESIDENCE HOMESTEAD; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Deputy Mayor Pro Tem Ann Martin moved to approve item K.7. to adopt a 12.5% homestead exemption. Mayor Pro Tem Jim Engel seconded the motion.
AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

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, Capital Improvements Advisory Committee, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission Task Force, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

No discussion.

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:

The Town Council convened into a closed meeting at 10:09 p.m. on June 19, 2023, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, and 551.087 for consultation with attorney, and to discuss matters relating to real property, and economic development negotiations, and at 10:25

p.m. convened into a closed meeting pursuant to Texas Government Code Chapter 551, including Section 551.074, to discuss matters relating to personnel.

1. Consultation with Town Attorney.

No action taken.

a. Oncor transmission line, switch, and substation projects

b. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al

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.

ACTION: Councilmember Adam Schiestel moved to appoint Scott Langley to the Planning & Zoning Commission, Place 8, Alternate, effective immediately and with a term expiration date of 9/30/24. Deputy Mayor Pro Tem Ann Martin seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

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.

No action taken.

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

The Town Council reconvened into an open meeting at 10:48 p.m. on June 19, 2023, to take action on the above items.

O. ADJOURN

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: July 17, 2023

FROM: Brennon Peltier, Park Development Manager

ITEM: **Consider approval of a Construction Agreement with C. Green Scaping, LP, for the Retaining Wall at the Mound renovation project, in the amount of \$226,867.15; and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: On June 7, 2023, bids were received for the Retaining Wall at the Mound renovation project. C. Green Scaping, LP submitted the lowest qualified of the four responding bidders at a base bid of \$156,408.15 and bid alternates of \$70,459.00, for a total bid of \$226,867.15. The project consists of the construction of a new retaining wall, landscaping, concrete flatwork, and storm drainage tie-in.

The existing retaining wall located at the base of the Flower Mound is failing and poses a potential risk to current users. This project will replace this existing wall with a new cast-in-place concrete retaining wall with a masonry facade and engineered concrete piers. Additionally, large boulders with incorporated landscaping will be used to extend the retaining wall to provide project savings as well as increased visual appeal for the project. Town Staff have coordinated with the Flower Mound Foundation on the plant species to be used to ensure that they are well suited for the area and in line with current plantings at the Flower Mound.

The project was added to the 5-year CIP plan as part of the FY2021-22 CIP Plan and was adopted as part of the FY2021-22 Town Budget as approved by Town Council on September 20, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$226,867.15

Proposed Expenditure/(Revenue)
\$226,867.15

Account Number(s):
505-220-70595-6160

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. Construction Agreement
2. Bid Tab
3. Form 1295_Internal Use

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

TOWN OF FLOWER MOUND
RETAINING WALL ON THE MOUND RENOVATION

Bid # 2023-70-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 17 day of July, 2023, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and C. Green Scaping, LP, a Limited Partnership, 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:

**RETAINING WALL ON THE MOUND RENOVATION,
Bid # 2023-70-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 **Two Hundred Twenty Six Thousand Eight Hundred Sixty Seven Dollars and Fifteen cents (\$ 226,867.15)** 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

Rev. 06/10/21

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 17 day of July, 2023.

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 of Flower Mound
As Read Bid Tabulation**

Bid No: 2023-70-B – Retaining Wall at the Mound Renovation

Bid Opening: 6/7/2023 at 11:00 AM

Company	Total Bid
MHB Construction, Inc	\$ 167,612.00
C. Green Scaping, LP	\$ 156,408.15
North Rock Construction, LLC	\$ 233,147.26
Mart, Inc	\$ 284,424.84

******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: June 7, 2023



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

DATE: July 17, 2023
FROM: Stephen Stacks, Utility Operations Manager
ITEM: **Consider approval of the purchase of Services to rebuild the Wastewater Treatment Plant 20-Inch Sequence Batch Reactor (SBR) Pump from Zone Industries/Precision Pump Systems in the amount of \$74,879.00.**

BACKGROUND: Following a recent inspection, staff determined the SBR Motive Pump Number 1 is performing at a very low level. Inspection of the equipment determined the impeller had sustained significant wear and tear that reduced the pump's performance to an unacceptable level. This equipment is vital to the operation of the SBRs. The pump rebuild will include replacing the worn impeller, replacing the bearings, and resealing the motive pump. Public Works is requesting the purchase of these rebuild services with Zone Industries/Precision Pump Systems in the amount of \$74,879.00 through Buy Board Contract 672-22.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The motive pump is essential to the operation of the Wastewater Treatment Plant. An alternative to rebuilding the motive pump would be to replace the pump with a new pump. Staff determined that replacing the motive pump was cost prohibitive and not necessary at this time.

FISCAL IMPACT: \$74,879.00

Proposed Expenditure/(Revenue)
\$74,879.00

Account Number(s):
200-690-92420-4308

LEGAL REVIEW: N/A

ATTACHMENTS:

1. SBR Pump Quote

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

ZONE INDUSTRIES/PRECISION PUMP SYSTEMS
PO Box 73149
Houston, TX 77273
817-912-5151



QUOTATION

Order Number	
1025717	
Order Date	Page
06/08/2023 10:20:56	1 of 1

Quote Expires On: 08/31/2023

Bill To:

Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028

Ship To:

Town of Flower Mound
201 Spinks Road
ATTN: Public Works Department
Flower Mound, TX 75028

972-874-6000

Requested By: Clayton Norton

Customer ID: 11307

PO Number				Ship Route	Inside Sales		
					COLLIN.BROWN		
Quantities					Item ID	Pricing	
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Unit Price
			Unit Size			Unit Size	Extended Price

Delivery Instructions: allowed

1	0	1	EA		SHOP REPAIR	EA	74,879.00	74,879.00
			1.0		Shop Repair	1.0		
Cost to repair Fairbanks 20" C5741L pump. includes new bearings, shaft, shaft sleeve, wear rings, 442 5" split seal, machine work on bearing housing. New impeller. pull and install by city. **BuyBoard # 672-22 **								

Total Lines: 1

SUB-TOTAL: 74,879.00

TAX: 0.00

AMOUNT DUE: 74,879.00

U.S. Dollars



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

DATE: July 17, 2023
FROM: Stephen Stacks, Utility Operations Manager
ITEM: **Consider approval of the purchase to rebuild the Oak Street Lift Station Pump Number 4 from Xylem Water Solutions and Water Technology in the amount of \$79,500.00.**

BACKGROUND: Following a recent inspection, staff determined the Oak Street Lift Station Pump Number 4 is performing at a very low level. Inspection of the equipment determined the impeller had sustained significant wear and tear that reduced the pump performance to an unacceptable level. This equipment is vital to the operation of the Oak Street Lift Station. The pump rebuild will include replacing the worn impeller, replacing the bearings, and resealing the pump. Public Works is requesting purchase of these rebuild services with Xylem Water Solutions USA Inc., a sole source provider, in the estimated amount of \$79,500.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The pump is essential to the operation of the Oak Street Lift Station. An alternative to rebuilding the pump would be to replace the pump with a new pump. Staff determined that replacing the pump was cost prohibitive and not necessary at this time.

FISCAL IMPACT: \$79,500.00

Proposed Expenditure/(Revenue)
\$79,500.00

Account Number(s):
200-690-92420-4307

LEGAL REVIEW:

ATTACHMENTS:

1. Oak St. pump rebuild
2. Xylem Sole Source Letter

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



Xylem Water Solutions USA, Inc.

February 16, 2023

Flygt Products

TWN OF FLWR MOUND
2121 CROSS TIMBERS RD
FLOWER MOUND TX 75028-2602

2310 McDaniel Drive
Carrollton, TX 75006

Quote # 2023-DAL-0094
Job Name: Flower Mound 3312 Repair

Tel (972) 418-2400

Fax (972) 416-9570

Xylem Water Solutions USA, Inc. is pleased to provide a
BUDGETARY SCOPE for the following Flygt equipment.

Repair

Qty	Description
40	LABOR,SVC FLYGT,NO TAX Z3-TP MODELS: 3000,7000,8000
1	ENV FEE >50HP NO TAX TP ENVIRONMENTAL FEE
1	SHOP SUPPLIES-LARGE PUMPS TP MISC SHOP SUPPLIES FOR REPAIR
1	Repair Parts
ESTIMATE ONLY. THE ACTUAL QUOTE WILL BE PREPARED AFTER THE PUMP HAS BEEN INSPECTED.	

Total Price \$ 79,500.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Time of Delivery: Approx. 22-24 working weeks after receipt of order.

Terms of Delivery: Prepaid



Validity: This Quote is valid for thirty (30) days.
Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date). This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.

Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Warranty: Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.

Changes: This Quote is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

Exclusions: This Quote includes only the items listed specified above.

COVID 19: Delivery lead-times may be impacted by the current COVID-19 virus pandemic relative to transportation logistics.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Matt Rottman
Sales Representative
Phone: 972-418-2400
Cell: 214-288-6621
matt.rottman@xylem.com
Fax: 972-416-9570





Xylem Water Solutions USA, Inc.

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-DAL-0094
Customer Name: TWN OF FLWR MOUND
Job Name: Flower Mound 3312 Repair
Total Amount: \$ 79,500.00

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



Xylem
2400 Tarpley Road, Carrollton, TX 75006

February 26, 2020

City of Flower Mound, TX

Re: Xylem / Flygt Products – Sales/Service Channel

To Whom it May Concern:

From its location in Carrollton, TX, Flygt (a Xylem brand) products are exclusively sold DIRECTLY TO END USERS for the municipal water and wastewater market, including Texas counties of Archer, Baylor, Callahan, Clay, Collin, Cooke, Dallas, Denton, Eastland, Ellis, Erath, Fannin, Foard, Hardeman, Haskell, Hill, Hood, Hunt, Jack, Johnson, Kaufman, Knox, Montague, Navarro, Palo Pinto, Rockwall, Shackelford, Somerville, Stephens, Tarrant, Throckmorton, Wichita, Wise and Wilbarger. No distributors are used in our sales channel for this area.

We are the only Flygt Authorized Warranty/Service Center or Flygt Pumps and Mixers in this area. Xylem Inc. – Flygt Products offer a large range of pumps (.25Hp – 1140Hp), mixers (1.2Hp – 40Hp) and controls. We invite you and your team to our Carrollton facility (2310 McDaniel Drive, Carrollton, TX 75006) where we sell, service and rent units here. We at Xylem Inc. – Flygt Products appreciate working with you for all your pumping, mixing and controls needs.

Please feel free to contact the undersigned with any questions regarding this matter.

Sincerely,



Todd Cranford
Regional Manager/Branch Manager
Flygt Products
Carrollton, TX
O: 972-512-4626
todd.cranford@xyleminc.com



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

DATE: July 17, 2023

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of the proposal from Trane to replace the existing HVAC systems on the crew side of Central Fire Station (Fire Station One) with Variable Refrigerant Flow Technology, and renovation of electrical systems to include demolition and relocation of commercial and emergency generator distribution systems to convert the Emergency Operations Center and specific HVAC systems to emergency power in the amount of \$660,153.00. This project is submitted per Omnia Partners Racine Contract # 3341 with Quote Number: L3-02-10514-22-002.

BACKGROUND: The Central Fire Station was opened in 1999. In 2019 a 1500-square-foot addition was added to the administrative side of the building. The offices and training room were renovated during this time and the HVAC systems were replaced. In approximately 2020 the Central Fire Station was designated as the Emergency Operation Center (EOC) for the Town. Funding was approved to revise the emergency generator electrical systems for the EOC and replace the 25-year-old HVAC systems on the crew side of the building. The emergency generator electrical distribution system will undergo significant reconfiguration and the HVAC will be replaced with the latest energy-efficient Variable Refrigerant Flow HVAC system. Trane has submitted a proposal to replace the existing HVAC systems on the crew side of Central Fire Station (Fire Station One) with Variable Refrigerant Flow Technology, and renovation of electrical systems to include demolition and relocation of commercial and emergency generator distribution systems to convert the Emergency Operations Center and specific HVAC systems to emergency power in the amount of \$660,153.00. This project is submitted per Omnia Partners Racine Contract # 3341 with Quote Number: L3-02-10514-22-002.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$660,153.00

Proposed Expenditure/(Revenue)

\$390,184.00

\$269,969.00

Account Number(s):

100-655-59200-4030

378-588-00000-6210

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Proposal
2. blanket agreement

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



National Accounts



1617 Hutton Drive
Carrollton, TX 75006
Phone: 469.758.3000

Onia Prepared For

Town of Flower Mound

Attention

Jeff Garner – Director of Facilities Management

Site

Fire Station #1

Project

Convert Crew Areas to VRF

National Account Executive

Joe Lucash

Shipping

Freight Allowed and Prepaid

Terms

Net 30 Days-1% Discount Net 10

Omni Partners Q# / CRM Number

L3-02-10514-22-002/ 7168203

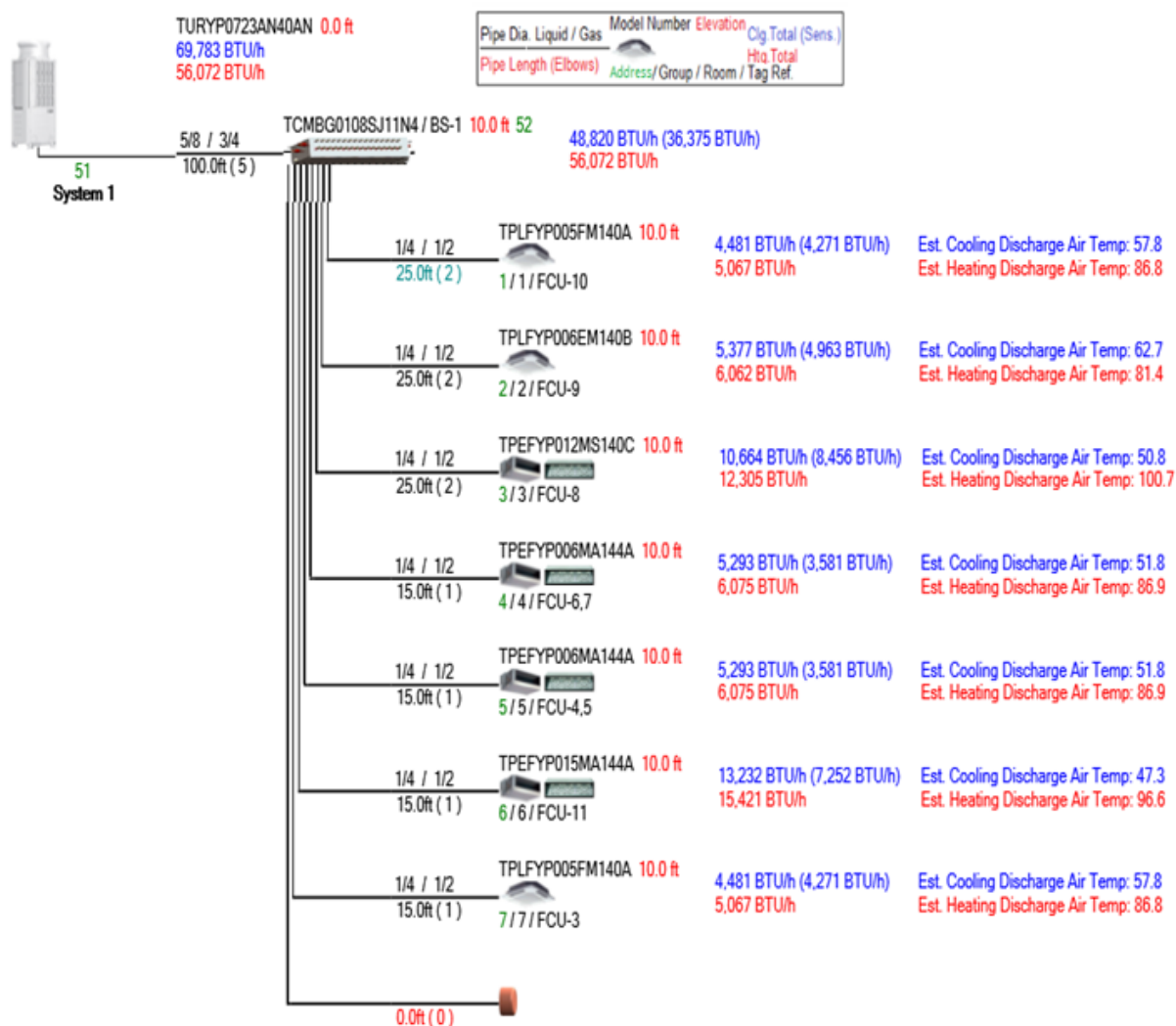
Trane is pleased to offer the following proposal for the conversion of the crew quarters to Variable Refrigerant Flow Technology as requested. This submission is based on a Design Build approach utilizing existing drawing information provided by the Town of Flower Mound as well as multiple walk through by the Trane Design Team. This project is submitted per **Omnia Partners Racine Contract # 3341 with Quote Number: L3-02-10514-22-002.**

VRF EQUIPMENT:

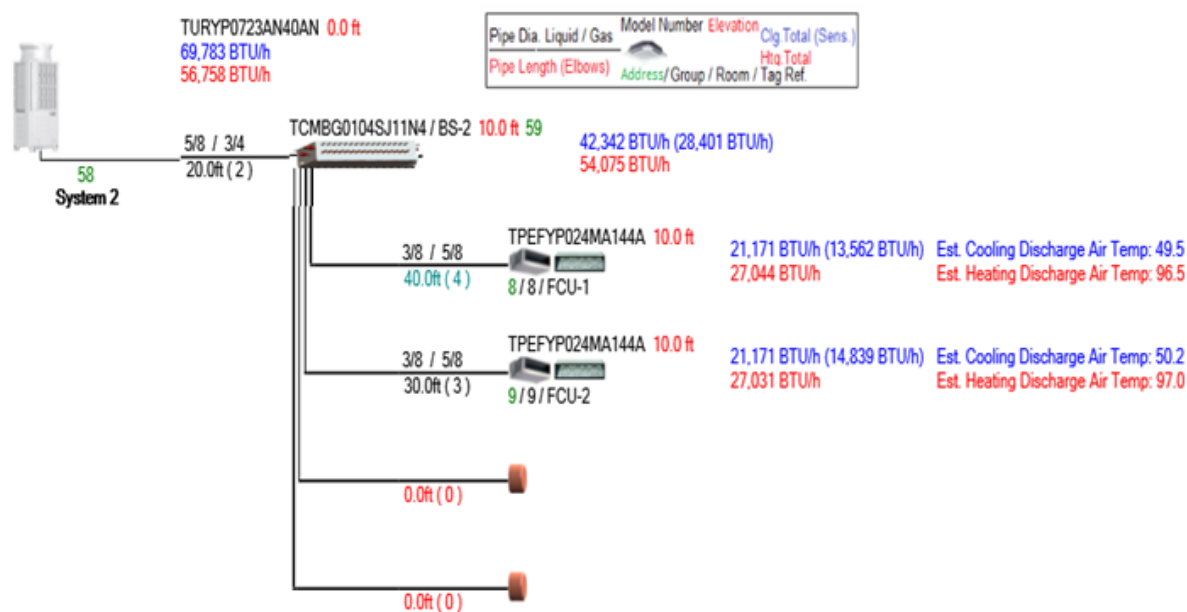
- Qty: 3 Outdoor Units - Tagged: Condenser Unit: North, South and DOAS (Dedicated Outside Air System)
 - VRF Heat Recovery (N&S unit) and Heat Pump (DOAS) Outdoor Units
 - 208-230V, 3Ph, 60 Hz, Single point power (per module)
 - Inverter scroll compressors
 - Hail Guards
 - Branch Joint as required
- Qty: 3 VRF Branch Box for Heat Recovery Systems - Tag(s): BC-1,2
 - BC Controller
 - 208V/1Ph
 - Ball Valves
- LOT of VRF Indoor Units Tag(s): As scheduled:
 - Qty: 3
 - 4-Way Ceiling Cassette VRF Indoor Unit
 - 208-230V/1Ph/60Hz, Single point power
 - Wired Controller
 - Integral Condensate Lift Mechanism (27-11/16" max lift)
 - Cassette Grille
 - Qty: 10
 - Ducted Ceiling Concealed VRF Indoor Unit
 - 208-230V/1Ph/60Hz, Single point power
 - Wired Controller
 - Integral Condensate Lift Mechanism (27-11/16" max lift)
 - Filter Box w MERV 13 filter
- Qty: 1 VRF Central Controller with Touchscreen User Interface and BacNet Communication



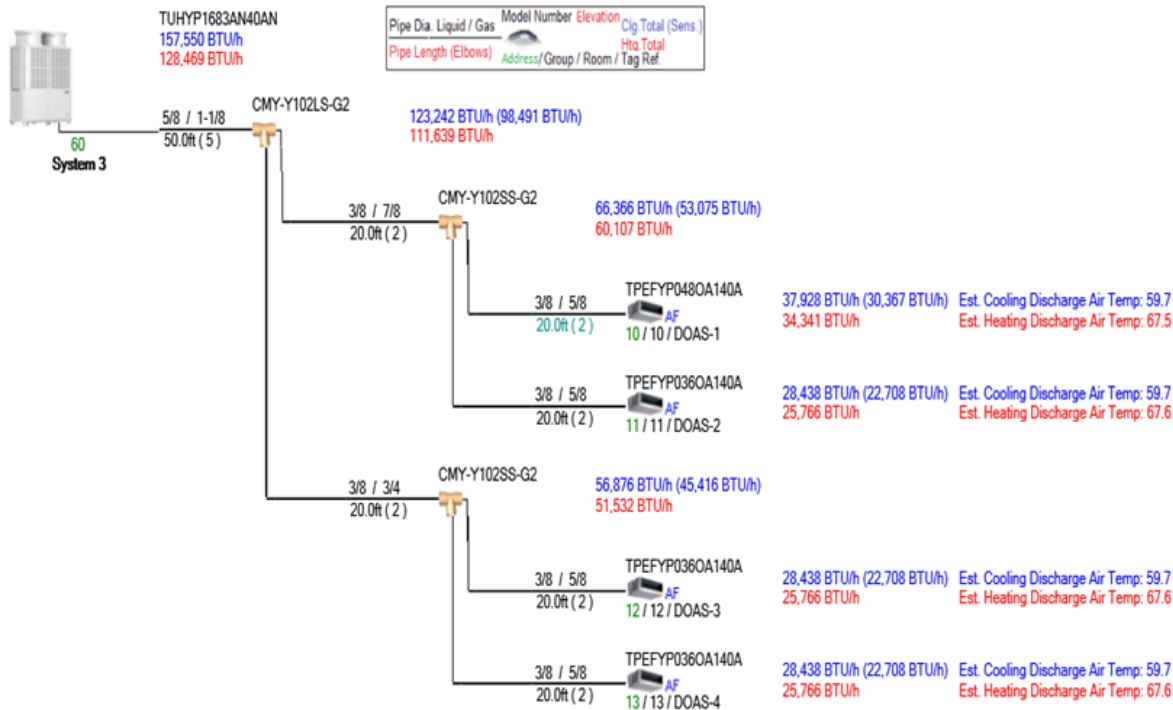
Centralized System - 1 : System 1 "North"
Piping Diagram Image (Design View)



Centralized System - 1 : System 2 "South"
Piping Diagram Image (Design View)



Centralized System - 1 : System 3 "DOAS"
Piping Diagram Image (Design View)



- ✓ Standard one (1) Year Parts & Labor
- ✓ Seven (7) Year Compressor Material Warranty – Labor and Refrigerant Excluded

Additional warranties available upon request

Installation Scope of Work:

Installation, Commissioning & Training

- ✓ Provide coordination services with safety over-sight from initial design to submission of close-out package and warranty transition. Services include Project Manager Pre-Construction and Close-out on-site / virtual meetings, equipment selection and submittal review, subcontractor coordination, controls design & installation, startup and warranty transition.
- ✓ Provide Microsoft Project Scheduling chart or similar with milestone dates for owners' review.

Mechanical and Electrical Low Voltage

- Working drawings and specifications prior to construction per design.
- Labor to install VRF equipment provided
- Refrigerant lines will be soft annealed copper with 3/4" thick insulation on suction and liquid lines.
- Condensate drain lines insulated copper.
- All low voltage electrical communication wiring.
- Wall mounted room controllers.
- ~~○ Demolition of existing concrete slab.~~
- ~~○ Pour back of new condenser pad.~~
- ~~○ Demolition of existing air handlers, condensers, and refrigerant lines.~~
- Ductwork to be built to SMACNA standards, 6' of insulated flex duct at terminations.
- Grilles and Registers.
- The evaluation assumes the condensing units are to be set on the ground.
- One year limited warranty on entire systems.

High Voltage Electrical

- Electrical Demolition & Relocation:
 - Disconnect and remove (1) 100A Sub Panel.
 - Relocate lighting controls for panel installation.

- Electrical Distribution:
 - Replace 100A circuit breaker with a 225A circuit breaker.
 - Install new 225A Panel M1.
 - Install new 100A Panel E2.
 - Install new 400A Panel E1 Section 3
- Equipment Connections:
 - (3) Outdoor CUs: Install circuit breakers, conduit, wiring, and disconnect switches.
 - (10) Indoor FCUs: Install circuit breakers, conduit, wiring, and disconnect switches.
 - (4) DOAS Units: Install circuit breakers, conduit, wiring, and disconnect switches.
 - (2) BS Boxes: Install circuit breakers, conduit, wiring, and disconnect switches.
 - RTUs: Disconnect and remove wiring to units that will be connected to Generator power. Install circuit breakers, conduit, wiring and disconnect switches as shown to transition RTUs to Generator power.
 - ~~Emergency Operations Bus Connection: Install an L14-50R WP, lockable pedestal for temporary power connection.~~
- Power & Lighting Circuit Changes:
 - Receptacle Circuits: Move receptacle circuits to Generator Panels as shown. Verify all circuits noted and relabel.
 - Lighting Circuits: Move lighting circuits to Generator Panels as shown. Verify all circuits noted and relabel.
- 5. Lighting:
 - Lighting Fixtures: Install new lighting fixtures (FBO) as shown.

CLARIFICATIONS:

- Pricing is valid for only 30 days from date of proposal
- Dumpster excluded, to be provided by owner
- All mechanical demolition is excluded from work scope.
- Existing refrigerant lines underground to be abandoned in place.
- Removal of existing ceiling tiles and demolition of sheetrock ceilings to access new equipment locations is excluded.
- Test and Balance of new systems is excluded. (Pricing available upon request)
- Pricing is based on information available at this time and is subject to final layout, specifications, and requirements.
- Pricing may NOT be in exact accordance with the project plans and specs but is based on meeting the design intent of the Ductless Split System installation requirements and performing work to in accordance with the NEC and Local Codes.
- Pricing includes a \$5,000 engineering allowance for Shop Drawings and Arc Flash Study & Labeling.
- Pricing includes shop drawings for VRF electrical connections.
- Pricing is based on performing work during normal working hours and does not include night, weekend, or holiday work.
- Existing electrical wiring and fusing are assumed to be adequate for new installation. Load analysis has not been performed to determine available power capacity and existing.
- All new work will conform to all applicable codes; however, we cannot be responsible for existing code violations.
- It is assumed that the facility will provide adequate parking and access to the facility.
- This proposal is based on current conduit and wire prices. Due to extreme fluctuations in steel and copper prices, we reserve the right to adjust our pricing based on conduit and wire prices at time of order.
- Excludes any general contracting type of items, i.e. painting, patching etc....
- Significant care has been taken trying to uncover all know "issues" but due to the numerous rooms and renovations taken place over the years; Trane cannot be responsible for any code violations

Thank you for allowing us this opportunity. If you have any questions concerning the scope of work, the solutions we have offered or anything else, please call.

PRICING & PRELIMINARY TAX DETERMINATION:

Tax Rate = 0%
Tax Exempt

Total Town of Flower Mound Price.....\$ 659,383.00

Requested Revisions 5.22.23

- Delete the condenser pad
- Delete the Emergency Operations Bus Connection
- Removed shop drawings for VRF, we have as-built drawings included
- Reduced Arcflash study but yes this has to happen...
- Added in the electrical demo
- Material price increases

Revised price dated 7.10.23.....\$ 660,153.00

Project split:

Power Wiring / Electrical - \$ 234,070.00
Low Voltage and Mechanical Installation - \$ 300,640.00
Equipment and Controls - \$ 89,544.00
Management, Technical and Commissioning - \$ 35,899.00

- 1. Current lead-time for the 225 Amp circuit breaker is 25 weeks. After market breaker may be available, but we cannot confirm availability and price until we have a PO.**
- 2. Current lead-time for Panel M1 is 30-35 weeks. Alternate manufacture or configuration may reduce lead-time. After market panel may be available, but we cannot confirm availability and price until we have a PO.**
- 3. All other distribution components are currently in stock, but subject to prior sale.**

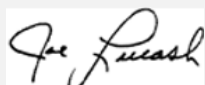
Thank you for allowing us this opportunity. If you have any questions concerning the scope of work, the solutions we have offered or anything else, please call.

Sincerely,



Joe Lucash

National Account Executive

This agreement is subject to the terms & conditions attached to the end of this proposal. Proposal is valid for 30 days from date of proposal.	<u>Regulated By</u> Texas Department of Licensing and Regulation PO Box 12157, Austin, TX 78711 Ph. 800-803-9292; 512-463-6599 License TACLA019902C
_____ Authorized Representative	<u>Please Send all Purchase Orders To</u> jdLucash@trane.com
_____ Printed Name	<u>Trane Acceptance</u>  _____ Authorized Representative Trane US Inc.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION “Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada. 1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation. 2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms. 3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse. 4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. 5. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company. 6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations. 7. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide

appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and

against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (if) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the

provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense. 22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. 23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage: Commercial General Liability \$2,000,000 per occurrence Automobile Liability \$2,000,000 CSL Workers Compensation Statutory Limits If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation. 24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site. 25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or

terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement. In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation: 1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel. 2. Ensure the BAS remains behind a secure

firewall and properly segmented from all other customer networks and systems, especially those with sensitive information. 3. Keep all Inbound ports closed to any IP Addresses in the BAS. 4. Remove all forwarded inbound ports and IP Addresses to the BAS. 5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access. 6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN. 7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only. 8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls). Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer. 1-26.251-10(1221) Supersedes 1-26.251-10(0821)

From: [Lucash, Joe](#)
To: [Sabrina Zadow](#)
Cc: [Lakyn LeVasseur](#); [Cynthia Diaz](#); [Jeff Garner](#); [Marquita Shamlin](#); [Partch, Tammy](#)
Subject: Town of Flower Mound PO Terms and Conditions - Trane US, Inc Blanket Agreement
Date: Wednesday, June 23, 2021 11:24:26 AM
Attachments: [image002.png](#)

This has been agreed to

Thanks,



Joe Lucash

National Account Executive

Trane US Inc. – Commercial Systems
1617 Hutton Drive
Carrollton, TX 75006
Mobile #: 817-614-5525 (Call or Text)
Fax #: 866-422-5003

E-mail: jdilucash@trane.com
www.trane.com



Dallas Trane Office is 469-758-3000

From: Sabrina Zadow <sabrina.zadow@flower-mound.com>
Sent: Friday, June 18, 2021 9:27 AM
To: Lucash, Joe <jdilucash@trane.com>
Cc: Lakyn LeVasseur <lakyn.levasseur@flower-mound.com>; Cynthia Diaz <cynthia.diaz@flower-mound.com>; Jeff Garner <jeff.garner@flower-mound.com>; Marquita Shamlin <marquita.shamlin@flower-mound.com>; Partch, Tammy <Tammy.Mollenkopf@trane.com>
Subject: FW: Flower Mound PO 21418 - Trane US Quote No. 3056963

Alert: This is an external email.

Hi Joe,

Thank you for taking action for Lakyn. Is there any way to get a blanket approval of the Town's PO Terms and Conditions so we can use that for all future orders too?

Best Regards,
Sabrina

~~~~~  
Sabrina R. Zadow  
Purchasing Manager  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, TX 75028  
Phone: 972-874-6007  
Fax: 972-874-6478

---

**From:** Lakyn LeVasseur <[lakyn.levasseur@flower-mound.com](mailto:lakyn.levasseur@flower-mound.com)>  
**Sent:** Thursday, June 17, 2021 11:17 AM  
**To:** Lucash, Joe <[jdLucash@trane.com](mailto:jdLucash@trane.com)>  
**Cc:** Sabrina Zadow <[sabrina.zadow@flower-mound.com](mailto:sabrina.zadow@flower-mound.com)>; Marquita Shamlin <[marquita.shamlin@flower-mound.com](mailto:marquita.shamlin@flower-mound.com)>; Cynthia Diaz <[cynthia.diaz@flower-mound.com](mailto:cynthia.diaz@flower-mound.com)>; Partch, Tammy <[Tammy.Mollenkopf@trane.com](mailto:Tammy.Mollenkopf@trane.com)>  
**Subject:** RE: Flower Mound PO 21418 - Trane US Quote No. 3056963

Joe,

Please find attached the quote from Trane US that references the equipment and services for this particular job. We cannot create a PO for this job until all requisition requirements have been met.

Please let me know if you need anything else from us.

Thank you

---

**From:** Lucash, Joe <[jdLucash@trane.com](mailto:jdLucash@trane.com)>  
**Sent:** Thursday, June 17, 2021 11:01 AM  
**To:** Lakyn LeVasseur <[lakyn.levasseur@flower-mound.com](mailto:lakyn.levasseur@flower-mound.com)>  
**Cc:** Sabrina Zadow <[sabrina.zadow@flower-mound.com](mailto:sabrina.zadow@flower-mound.com)>; Marquita Shamlin <[marquita.shamlin@flower-mound.com](mailto:marquita.shamlin@flower-mound.com)>; Cynthia Diaz <[cynthia.diaz@flower-mound.com](mailto:cynthia.diaz@flower-mound.com)>; Partch, Tammy <[Tammy.Mollenkopf@trane.com](mailto:Tammy.Mollenkopf@trane.com)>  
**Subject:** RE: Flower Mound PO 21418 - Trane US Quote No. 3056963

We will get this sent up to our contract management group for acknowledgement.  
Is there a PO that references a particular job?

Thanks,



**Joe Lucash**

National Account Executive

Trane US Inc. – Commercial Systems  
1617 Hutton Drive  
Carrollton, TX 75006  
Mobile #: 817-614-5525  
Fax #: 866-422-5003

E-mail: [jdLucash@trane.com](mailto:jdLucash@trane.com)  
[www.trane.com](http://www.trane.com)



**Dallas Trane Office is 469-758-3000**

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**From:** Lakyn LeVasseur <[lakyn.levasseur@flower-mound.com](mailto:lakyn.levasseur@flower-mound.com)>  
**Sent:** Wednesday, June 16, 2021 2:39 PM  
**To:** Lucash, Joe <[jdLucash@trane.com](mailto:jdLucash@trane.com)>  
**Cc:** Sabrina Zadow <[sabrina.zadow@flower-mound.com](mailto:sabrina.zadow@flower-mound.com)>; Marquita Shamlin <[marquita.shamlin@flower-mound.com](mailto:marquita.shamlin@flower-mound.com)>; Cynthia Diaz <[cynthia.diaz@flower-mound.com](mailto:cynthia.diaz@flower-mound.com)>  
**Subject:** Flower Mound PO 21418 - Trane US Quote No. 3056963

**Alert: This is an external email.**

Hi Joe,

Could you please provide written confirmation to accept a PO agreeing to the Town's PO Terms and Conditions **in lieu of a signature on the quote** provided with Trane's published terms?

Lakyn LeVasseur  
Purchasing Technician  
Town of Flower Mound  
972-874-6009



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

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**DATE:** July 17, 2023  
**FROM:** David Stallings, ITS Manager  
**ITEM:** **Consider approval of the purchase of one 2023 Ford F550 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Vendor Quote from Silsbee Ford for Public Works in the amount of \$183,966.50.**

---

**BACKGROUND:** The Traffic Operations Division of Public Works Department is requesting the purchase of (1) 2023 Ford F550 Regular Cab Chassis with Aerial Lift and Service Body per Town of Flower Mound Specifications and Silsbee Ford Quote in the amount of \$183,966.50 from Silsbee Ford through an existing interlocal agreement with TIPS USA Cooperative Contract #210907.

This purchase is to replace Unit No. 95200-01 and is part of the approved Fiscal Year 2022-2023 Vehicle Equipment Replacement Fund (VERF).

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** \$183,966.50

**Proposed Expenditure/(Revenue)**  
\$183,966.50

**Account Number(s):**  
565-450-84500-6130 - VERF

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. Bid Award Recommendation
2. Fleet Req
3. Silsbee Quote
4. Versalift Body Quote and Specs (already included in Silsbee Quote)

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



## Bid Award Recommendation

Date: 6/19/2023 – VERF. FY22-23

Description: **A Class 5 Cab and Chassis Fitted with a Versalift Aerial Bucket and Utility Body**

Qty.: 1

*Replaces: 95200-01 a 2014 Ford F550 Bucket Truck with Service Body – Traffic*

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

Item: **1- 2023 or Newer Ford F550 Class 5 Aerial Bucket Truck Fitted with a Versalift Aerial Bucket and Utility Body as per TOFM specification and TIPS Cooperative Quote identified as "FORD F550 Reg Cab Chassis".**

Total Cost of Vehicles, Equipment & Installation:

**\$183,966.50**

It is Fleet Services recommendation to award the bid to **Silsbee Ford** in the amount of **\$183,966.50** utilizing the **TIPS USA Cooperative Contract #210907**.

Fleet Services Manager

6/19/2023

Date

## FLEET VEHICLE/EQUIPMENT REQUISITION

Date: 6/19/2023  
 Suggested Vendor: Silsbee Ford  
 Contact (if known): Seth Gamblin  
 Address (if available): \_\_\_\_\_  
 Phone/Fax: 512-436-1313



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

| G/L Account #<br>(if Decision Package) | \$ Budget<br>Estimate | Qty. | NEW Unit Description (Make, Model, Size, Color, Add-On's) | Price<br>Quoted | Amount              |
|----------------------------------------|-----------------------|------|-----------------------------------------------------------|-----------------|---------------------|
| VERF                                   | \$ 145,000            | 1    | Aerial Bucket Truck with Utility Body-VERF                | \$183,966.50    | \$183,966.50        |
|                                        |                       |      | Ford F550 4x2 Reg Cab Bucket Truck w/ Service Body        |                 |                     |
|                                        |                       |      |                                                           |                 |                     |
|                                        |                       |      |                                                           |                 |                     |
|                                        |                       |      |                                                           |                 |                     |
|                                        |                       |      |                                                           | <b>TOTAL:</b>   | <b>\$183,966.50</b> |

Name/Phone Ext.: David Stallings x6415  
 Approved By: *David Stallings*  
 Unit # to be replaced: 95200-01

### APPROVALS:

Fleet Manager

**Bill Sterner**

Spec Name: \_\_\_\_\_

Bid/Solicitation #: \_\_\_\_\_

Co-op/Contract #: \_\_\_\_\_

TIPS USA Coop #210907

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



## PRODUCT PRICING SUMMARY

**TIPS USA 210907 AUTOMOBILES**

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

**End User:** TOWN OF FLOWER MOUND

**Prepared by:** SETH GAMBLIN

**Contact:** \_\_\_\_\_

**Phone:** 512.436.1313

**Email:** \_\_\_\_\_

**Email:** [SGAMBLIN.SILSBEEFLEET@GMA](mailto:SGAMBLIN.SILSBEEFLEET@GMA)

**Product Description:** FORD F550 REG CAB CHASSIS

**Date:** May 12, 2023

**A. Bid Item:** 48

**A. Base Price:** \$ 47,653.00

**B. Factory Options**

| Code | Description                      | Bid Price    | Code | Description                            | Bid Price   |
|------|----------------------------------|--------------|------|----------------------------------------|-------------|
| F5G  | FORD F550 4X2 REG CAB/CHAS 60"CA | \$ 17,695.00 | 68M  | 19500# GVWR                            | \$ 1,155.00 |
| 99T  | 6.7L V8 DIESEL                   | \$ 10,495.00 | 872  | REARVIEW CAMERA KIT                    | \$ 415.00   |
| 44G  | 10 SPEED TRANS                   | \$ -         | 18B  | RUNNING BOARDS                         | \$ 320.00   |
|      |                                  |              |      |                                        |             |
| 90L  | POWER EQUIPMENT GROUP            | INC          |      | 145 WB "                               |             |
|      |                                  |              |      | Wheels: 19.5" x 6" Argent Painted Stee |             |
| X8L  | 4.10 LIMITED SLIP AXLE           | INC          |      | Tires: 225/70Rx19.5G BSW A/P           |             |
| 52B  | TRAILER BRAKE CONTROLLER         | \$ 275.00    |      | Dual 68 AH/65 AGM Battery              |             |

**Total of B. Published Options:** \$ 30,355.00

**Published Option Discount (5%):** \$ (1,517.75)

**C. Unpublished Options**

| Description                            | Bid Price     | Options                                      | Bid Price |
|----------------------------------------|---------------|----------------------------------------------|-----------|
| VERSALIFT SOUTHWEST QUOTE              | \$ 104,095.00 | EXTERIOR- WHITE                              |           |
| VSW-23542R1                            |               | INTERIOR- HD Vinyl 40/20/40 Split Bench Seat |           |
| ETA 630DAYS ONCE VERSALIFT HAS TRUCK** |               |                                              |           |
|                                        |               | 660A-ORDER CODE                              |           |
|                                        |               |                                              |           |
|                                        |               |                                              |           |
|                                        |               |                                              |           |
|                                        |               |                                              |           |
|                                        |               |                                              |           |

**Total of C. Unpublished Options:** \$ 104,095.00

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

\$ 2,900.00

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

\$ -

**F. Contract Price Adjustment:** \_\_\_\_\_

\$ -

**G. Additional Delivery Charge:** 275 miles

\$ 481.25

**H. Subtotal:**

\$ 183,966.50

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

\$ 183,966.50

**J. Trade in:** \_\_\_\_\_

\$ -

**K. Total Purchase Price Including TIPS Fee**

\$ 183,966.50

Versalift Southwest L.L.C.  
1200 Texas Central Pkwy  
Waco, Texas 76712-1415  
254.420.5330



A **TIME** MANUFACTURING COMPANY

## QUOTATION

VSW-23542R4

**Customer:** Silsbee Ford  
**Attn:** Seth Gamblin  
**Email:** Sgamblin.silsbeefleet@gmail.com  
**Ref:** Town of Flower Mound  
**Attn:** Bill Sterner  
**Email:** Billy.Sterner@Flower-Mound.com

**Date:** May 11, 2023  
**Model:** SST-40-EIH

We are pleased to quote the VERSALIFT SST-40-EIH; insulated end mounted 40 ft. (12.2m) telescopic aerial platform lift, 45 ft. (13.7 m) working height, 27 ft. 9 in. (8.5 m) horizontal reach including the following items (*based on a 40" frame height*):

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### AERIAL LIFT SPECIFICATIONS

**PLATFORM** - The fiberglass platform is 24 in. x 30 in. x 42 in. (0.61 m x 0.76 m x 1.07 m) deep with an inside and outside step for easy access. The platform capacity is 350 lbs. (160 kg). A tubular rubber support for the platform is provided.

**PERSONNEL RESTRAINT SYSTEM** – An arc flash rated safety harness and lanyard are supplied. The anchor for the lanyard is attached to the upper platform support.

**PLATFORM COVER** – A vinyl cover is supplied for the platform.

**SINGLE STICK 3-AXIS PLATFORM CONTROL** - The Unitrol single-stick 3-axis control consists of a multi-jointed handle which operates the control valve. A safety trigger located on the underside of the single stickhandle will not allow boom movement until it is depressed. The control valve is full pressure and full flow. The operator can feather between the three control movements to provide multi-function boom action. An emergency stop control is provided.

**TRUGUARD™** - This advance upper controls isolation system provides 4" of electrical isolation from the entire upper controls, including the control dash panel. This system also includes a protective shield which helps prevent environmental and work related contaminants from making direct contact with the isolating surfaces.

**HYDRAULIC PLATFORM LEVELING** - Platform leveling is controlled by a master and slave cylinder arrangement. The platform leveling system can be activated from the upper controls to adjust platform leveling, tilt the platform for cleaning, or to ease the removal of an injured operator.

**ROTATING PLATFORM** – Provides 180° hydraulic platform rotation.

**OUTER/INNER BOOM ASSEMBLY**- The outer/inner boom assembly includes an outer boom, telescopic inner boom, extension system, and hose assemblies. The outer boom consists of a 6 in. x 8 in. (150 mm x 200 mm) steel section and a 7.5 in. x 9.5 in. (190 mm x 240 mm) fiberglass section (Electroguard) that maintains a 42 in. (1.08 m) insulation gap with the inner boom fully retracted. The 5 in. x 7 in. (130 mm x 180 mm) rectangular fiberglass inner boom is housed within the outer boom. The extension system consists of a hydraulic cylinder, two holding valves, and a hose carrier housed entirely within the boom assembly. The hoses routed through the outer/inner boom assembly are non-conductive and fully contained within the boom assembly. The outer/inner boom assembly articulates from 14° below horizontal to 74° above horizontal. Actuated by a double acting cylinder with a holding valve, the outer/inner boom assembly is offset to one side to provide easy access to the platform. A tie-down strap is included.

**COMPENSATED LOWER BOOM** - The lower boom consists of a 6 in. (150 mm) square steel section. The SST-40 lower boom articulates from 5° below horizontal to vertical for a total travel of 95°. A compensation link forms a parallelogram linkage to maintain the outer/inner boom assembly at a constant angle to the turret.

**PINS** - Pins are high-strength alloy steel which are chrome plated for a hard finish and corrosion resistance. Pins are bolted in place with a welded pin tab at one end and a pin cap at the other for redundant retention.

**INDIVIDUAL LOWER CONTROLS** - Individual full pressure controls at the turret actuate all boom functions. The lower control station is equipped with a selector valve to override the upper controls.

**CYLINDERS** - Both the outer and lower boom cylinders are a threaded end-cap design. The lower boom and extension cylinders are equipped with two holding valves to prevent down creep and to lock the booms in position in the event of hose failure. The outer boom cylinder is equipped with one holding valve.

**TURRET** - The turret wings are ½ in. (13 mm) thick steel plate. A steel tube is welded between the turret wings to support the boom cylinder and provide rigidity. The turret plate is machined flat to support the rotation bearing. A bearing cover is provided to prevent foreign material from interfering with lift rotation.

**CONTINUOUS ROTATION** - Rotation is continuous and unrestricted in either direction. An electric and hydraulic collector ring assembly provides a path for hydraulic oil and electric signals from the pedestal to turret. Rotation is accomplished by a hydraulically driven worm and spur gear set acting on a shear-ball rotation bearing. The critical bolts holding the turret to the rotation bearing and the bearing to the pedestal are grade 8 hex head cap screws. These critical bolts are marked with a torque seal indicator to provide a quick means to inspect for relative movement. An external hex drive is provided for manual rotation in case of hydraulic failure.

**PEDESTAL** - The pedestal is a round shape with an access opening on both sides. The 12 gallon (45 l) hydraulic reservoir is built integral to the pedestal. A 100-mesh suction screen and 10-micron return line filter are located inside the pedestal. The top plate is 1 ¼ in. (32 mm) thick and machined flat to support the rotation bearing.

**HYDRAULIC OIL RESERVOIR** - A 17 gallon (64.4 l) hydraulic oil reservoir is built integral to the pedestal. Two sight gauges allow quick hydraulic fluid level checks.

**LEVELING CONTROL AT LOWER CONTROLS** - The platform leveling system can be activated from the lower controls to adjust platform leveling, tilt the platform for clean out, or to ease the removal of an injured operator.

**LUBRICATION** - Non-lube bearings are used at all points of motion. The rotation bearing is the only component that requires periodic lubrication.

**HYDRAULIC SYSTEM** - The open-center hydraulic system operates at 5 gpm (18.9 lpm) at 2250 psi (158 kg/cm<sup>2</sup>). The pump draws oil through a 100-mesh suction screen. A 10-micron return line filter with bypass valve is included. Fluid level gages are furnished for checking fluid level.

**HOSES AND FITTINGS** - The hoses routed through the booms are high pressure and non-conductive with swaged hose end fittings. Nylon sleeves are installed over hoses at points of movement. Reusable fittings can be installed if a hose is damaged.

**ENGINE START/STOP AND MASTER CONTROL** - The start/stop circuit has been designed so that the lift cannot be operated unless the truck ignition key is in the “run” position and the master switch is “on.” This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. An air cylinder at the platform and a toggle switch at the turret are provided to actuate the engine start/stop control.

**BACKUP PUMP** - An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. This system consists of a hydraulic pump driven by a 12V DC motor, which is powered by the truck engine battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. An air cylinder at the platform and a toggle switch at the pedestal energize this system. When used with continuous rotation, an additional pass in the collector assembly is usually required.

**AUTOMATIC THROTTLE CONTROL** - Automatically advances the engine idle speed when the PTO is engaged.

**CHASSIS INSULATION SYSTEM (Lower Boom Insert)** – The fiberglass insert provides an insulation gap of 12 in. (305 mm). The insert is mounted on the steel boom sections, and then adhesive is pumped in under pressure to fill all voids. After curing, 16 bolts are added to assure maximum strength. A fiberglass section in the compensation link maintains the 12 in. insulation gap in all boom positions. A stainless steel stud is provided at each end of the insert to shunt the system during electrical testing. The insert is tested per ANSI A92.2.

**ELECTRICAL INSULATION SPECIFICATIONS** - The outer/inner boom assembly is tested and certified for electrical work at 46 KV and below in accordance with ANSI A92.2 requirements. The outer/inner boom assembly is fully insulated even in a retracted position.

**PAINT** - The complete unit is primed and painted prior to assembly. The standard color is white urethane.

**SLOPE INDICATORS** - Slope indicators are required on Versalift units and supplied by Time Manufacturing Co. Slope indicators shall be installed to indicate the level of the rotation bearing relative to the ground.

**MANUALS** - Two (2) Operator's Manuals, two (2) Service Manuals, one (1) Manual of Responsibilities, and one (1) EMI Safety Manual are included with each aerial lift.

## **CHASSIS SPECIFICATIONS**

### **Minimum Chassis Requirements:**

- Clean Cab to Axle Dimension (tops, sides and bottoms) ..... 60 in. (1.52 m)
- Frame Section Modulus ..... 9.25 in<sup>3</sup> (152 cm<sup>3</sup>)
- Frame Resisting Bending Moment..... 333,000 in-lbs. (37,600 N-m)
- GVWR ..... 17,500 lbs. (7935 kg)
- Front GAWR..... 6,000 lbs. (2722 kg)
- Rear GAWR ..... 13,500 lbs. (6124 kg)
- Approximate Curb Weight for Stability ..... 13,100 lbs. (5942 kg)
- 2024 Ford F-550
- Diesel Engine
- PTO Provision
- Rear Fuel Tank Only
- Dash Mounted PTO and Upfitter Switches
- ***Please see bid specifications for complete list of customer requirements.***

## **BODY SPECIFICATIONS**

### **Steel Service Body:**

108 inches long X 48 inches high X 92 inches wide.

- 18 Inch compartment depth.
- 56 Inch bed area.
- 28 Inch top of floor to top of body.
- 24 Inch horizontal compartment height.
- 12 Ga Treadplate Wheel wells.
- 16 Ga. body materials.
- Four (4) - 5/8" Drain holes in each corner of the floor.
  - ❖ Drain holes to be backed with tapped 5/8-11 UNC plate for the use of eye-bolts.
- 12 Ga. Hot rolled treadplate floor.
- 12 Ga. Hot rolled treadplate compartment tops.
- Stainless Steel Automotive rotary type door latches - Versalift
- Latch Covers on All doors.
- Stainless steel rod and socket type door hinges.
- Gas Cylinder door holders on all vertical hinged doors and
- Chain stops on horizontals.
- Double Panel Body Doors.
- Rubber rolled crown type fenders.
- Master door lock system.
- LED Compartment lights mounted in top of all body compartments with a door switch. (Dome Style)
- Automotive Bulb Type Weather-stripping.
- 12 Ga Punched Metal Front bulk head.
- Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.
- Mud Flap brackets, 4" x 1/4" Flat with four 5/16" holes 1" from bottom & ends then evenly spaced

### **Streetside Compartmentation:**

#### **1st Vertical:**

- 32 Inch Open compartment.
- Barn type compartment doors.

#### **Horizontal:**

- 42 Inch Open compartment.

#### **Rear Vertical:**

- 27 Inches wide Four (4) shelves each with adjustable dividers on 4" centers.

**Streetside Top Mounted Box:**

- 108" long X 10" high X 18" wide
- Two top opening treadplate access lids.
- Lift-up handle installed on front edge of box lid.
- Equipped with One (1) pad lockable type latch and chain stops
- Automotive Bulb Type weather-stripping installed around top opening
- 1/4" Aluminum Treadplate overlay on tops

**Curbside Compartmentation:****1st Vertical:**

- 32 Inches wide Six (6) material drawers - See Spec
  - ❖ Drawers are mounted on Roller Bearing Slides.
  - ❖ Lock in / Lock out style drawers.
  - ❖ Adjustable dividers installed in each drawer on 6" centers.
- Barn type compartment doors.

**Horizontal:**

- 47 Inches wide Two (2) shelves each with adjustable dividers on 4" centers.

**Rear Vertical:**

- 27 Inches wide Four (4) locking/swivel type material hooks.

**Curbside Top Mounted Box:**

- 108" long X 10" high X 18" wide
- Two top opening treadplate access lids.
  - ❖ Lift-up handle installed on front edge of box lid.
  - ❖ Equipped with One (1) pad lockable type latch and chain stops
  - ❖ Automotive Bulb Type weather-stripping installed around top opening
  - ❖ 1/4" Aluminum Treadplate overlay on tops

**Frame Installation:**

- Cut-out for customer supplied Tower – SST-40-EIH
- 2" x 2" Treadplate Angle at front bulkhead.

**Treadplate Tailshelf:**

- 24 inches long X Full width of body x 6 inches high
- 7-Lamp light bar installed at rear.
- Cut-out in light bar for arrow stick

**Rear Lighting L.E.D in Tailshelf:**

- Rubber mounted recessed rear lighting kit with harness
- Two (2) stop/tail/turn lights - L.E.D.
- Two (2) clear back up lights - LED
- Two (2) front clearance lights reflector style - L.E.D
- Two (2) side clearance lights reflector style - L.E.D
- Two (2) rear clearance lights reflector style - L.E.D
- Three (3) light center cluster reflector Style - L.E.D
- 7-Lamp light wiring harness.

**Fuel Filler Cut out in Wheel panel, Streetside:**

- Ford fuel filler is square and behind wheel.

**Bumper:**

- 10" long X 94" wide
- Full step bumper with full treadplate top.

**Grab Handles:**

- Two (2) pool type grab handles top of tailshelf.
- Two (2) mini pool type grab handles top of tailshelf.

**Paint:**

- Prime paint gray interior.
- Rubberized protective undercoating.

**INSTALLATION DETAILS**

- Furnish and install mounting hardware, PTO, and pump
- Install VERSALIFT SST-40-EIH
- Furnish and install hydraulic diagnostic test ports
- Furnish and install body and accessories
- Furnish and install park brake interlock
- Furnish and install slope indicators
- Furnish and install backup alarm wired through back up lights
- Furnish and install a PTO hourmeter on dash of vehicle
- Furnish and install four (4) Whelen LED strobe lights mounted on each corner of the service body, two blue (L22HBP) and two amber (L22HAP) on alternating corners, front lights to be mounted have to be seen from the front of the unit. Switch to be mounted in electrical panel switch inside cab.
- Furnish and install two (2) Whelen ION Duo strobe lights. Mounted on in the front grill, blue/amber combo on alternating sides, front lights to be mounted must be seen from the front of the unit. Switch to be mounted in electrical panel switch inside cab.
- Furnish and install One (1) LED amber strobe light mounted on in the knuckle of the boom, must be seen from the rear of the unit. Switch to be mounted in electrical panel switch inside cab
- Furnish and install a Whelen TAM85 directional 46" or longer, "Arrow Stick" shall be mounted to the rear bumper of the truck and be controlled independent of the strobe lights. Switch to be mounted in electrical panel inside cab.
- Furnish and install a receiver tube hitch and two (2) safety "D" rings
- Furnish and install ICC rear bumper
- Furnish and install a 6 prong trailer receptacle
- Furnish and install mud flaps
- Furnish and install travel height decal in the cab
- Furnish and install a rear over-frame torsion bar
- Paint body and accessories to match cab and chassis
- Paint bed, bulkhead, top and rear side of utility body, rear bumper, and inside of slide drawers with black Rhino Liner material
- Furnish a fire extinguisher, two (2) rubber wheel chocks and a 3-piece triangle reflector kit
- Furnish a front end alignment
- Furnish chassis inspection
- Test ride completed unit for 1 hour
- Test and Certify per ANSI A92.2

**PRICE SUMMARY**

Attachment 4

|                                                                                                                                                            |                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Aerial, Body, Accessories and Installation:</b>                                                                                                         | <b>\$104,095.00</b>     |
| <b>Chassis (2024 Ford F-550):</b>                                                                                                                          | <b>\$To Be Supplied</b> |
| <b>SUBTOTAL:</b>                                                                                                                                           | <b>\$104,095.00</b>     |
| <b>NET PRICE FOB TOWN OF FLOWER MOUND, TEXAS:</b><br><i>(Freight cost is an estimate only. Actual freight cost will be determined when unit is built.)</i> | <b>\$104,095.00</b>     |

**NOTES**

1. Your Terms This Order: Net 30 Days pending credit approval.
2. Days to Delivery: Approximately 540-630 Days after receipt of order or 60 days after receipt of chassis, whichever is later. Delivery times are subject to change without prior notice.
3. This Quotation Valid For: 30 Days
4. This quotation does not include any applicable sales tax, title, license or state inspection.
5. If Versalift Southwest is not supplying the chassis; it is the customer's responsibility to deliver the chassis to our facility in Waco, Texas.
6. Customer supplied chassis specification must accompany purchase order along with the contact information of the supplying chassis dealer. If the chassis specification does not meet minimum requirements for the application additional charges may be incurred to meet those requirements. This is necessary to order the correct mounting hardware to accommodate the particular chassis to be used.
7. Steel surcharges and/or additional fees may be incurred at any time due to market volatility. Customer will be notified when cost changes occur, and actual pricing will be noted in detail on final invoice.

Thank you for considering **Versalift Southwest** to meet your utility equipment needs. We look forward to earning your business.

Sincerely,

Mike Jacko  
Regional Sales Manager  
Phone: (254) 420-5330  
[mikejacko@versalift.com](mailto:mikejacko@versalift.com)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_ Quantity: \_\_\_\_\_

**Please sign and date this quote if you would like to purchase this unit as stated in the quotation listed above. Indicate any options that you wish to include on your unit by the option number in the space provided above. Please fax this with your PO to (254) 776-8025 or email to [VSWSalesAdmin@versalift.com](mailto:VSWSalesAdmin@versalift.com)**



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

---

**DATE:** July 17, 2023  
**FROM:** Kay Wilkinson, Director of Budget Services  
**ITEM:** **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 and amended by Ordinance No. 60-22, No. 06-23, No. 16-23, No. 19-23 and No. 21-23 for adjustments to the General Fund.**

---

**BACKGROUND:** The attached budget amendment represents the sixth proposed adjustment of the FY 2022-2023 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

If approved, General Fund expenditures will increase by \$2,364,705 from \$88,252,128 to \$90,616,833.

In the Town Manager's Office, expenditures will increase by \$34,700. The Department will also add 2.0 Full Time Equivalent (FTE) positions- Senior Management Analyst and Management Analyst. The positions provide the Town with the ability to enhance its support toward achieving its strategic and performance goals. These positions will support the entire organization and assist individual departments with their strategic performance and innovation goals. In addition, the positions will work with individual departments in creating more efficient work flows and identifying areas of opportunity to increase organizational efficiency and effectiveness. The budget includes the FTE cost for the last two months of the fiscal year, two computers, and desks.

The Police and Fire Department's emergency portable radio equipment purchased in 2016 has reached the end of the manufacturer's supported life for hardware replacement. Replacement parts are in limited supply, if even available. Further, the portable radios carried by Fire Department personnel are becoming inoperable frequently due to wear and the conditions the radios are exposed to. To remedy this, Police and Fire personnel worked with the authorized Motorola supplier to evaluate purchase options. As such, the option that provides the best discount and length of equipment service is to replace all of the Police and Fire department portable radios with the Motorola APX Next model. The total budget for the replacement is \$1,880,005, with \$1,119,333 allocated to the Police Department and \$760,672 allocated to the Fire Department.

In the Non-departmental Department, expenditures will increase by \$450,000. On February 7, 2022, Town Council approved a feasibility study with OWT Architects to determine if the current building, located at 1800 Timber Creek Road, could be renovated into a Cultural Arts Center. Due to multiple factors including NFPA Fire Code compliance issues, energy code compliance issues, and structural movement of the building and foundation, it was determined that the cost of renovation per square foot would exceed the cost of new construction. Due to the findings, removal of the structure is

recommended. Demolition will include removal of the building and associated flat work, asbestos abatement, and asbestos abatement monitoring required by state law.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** \$2,364,705

**Proposed Expenditure/(Revenue)**  
\$2,364,705

**Account Number(s):**  
Fund 100 General Fund

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

**ATTACHMENTS:**

1. Budget Amendment- 6th FY 22-23

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

**TOWN OF FLOWER MOUND, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE 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 AND AMENDED BY ORDINANCE NO. 60-22, NO. 06-23, NO. 16-23, NO. 19-23 AND NO. 21-23, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023; and,

**WHEREAS**, said Annual Budget was adopted by Ordinance No. 45-22 on September 19, 2022 and amended by Ordinance 60-22 on December 19, 2022, Ordinance 06-23 on March 6, 2023, Ordinance 16-23 on May 16, 2023, Ordinance 19-23 on June 6, 2023, and Ordinance 21-23 on June 19, 2023; and,

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

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

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

**SECTION 1**

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

**SECTION 2**

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, as heretofore adopted by Ordinance No. 45-22 and amended by Ordinance No. 60-22, No. 06-23, No. 16-23, No. 19-23 and No. 21-23, is hereby amended to provide for adjustments to the General Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

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

**SECTION 6**

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

**SECTION 7**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS 17<sup>th</sup> DAY OF JULY, 2023.**

**APPROVED:**

\_\_\_\_\_  
**Derek France, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Theresa Scott, TOWN SECRETARY**

**EXHIBIT "A"****Town of Flower Mound  
Amended Budget  
Fiscal Year 2022-2023****REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:**

If approved, General Fund expenditures will increase by \$2,364,705 from \$88,252,128 to \$90,616,833.

In the Town Manager's Office, expenditures will increase by \$34,700. The Department will also add 2.0 Full Time Equivalent (FTE) positions- Senior Management Analyst and Management Analyst. The positions provide the Town with the ability to enhance its support toward achieving its strategic and performance goals. These positions will support the entire organization and assist individual departments with their strategic performance and innovation goals. In addition, the positions will work with individual departments in creating more efficient works flows and identifying areas of opportunity to increase organizational efficiency and effectiveness. The budget includes the FTE cost for the last two months of the fiscal year, two computers, and desks.

The Police and Fire Department's emergency portable radio equipment purchased in 2016 has reached the end of the manufacturer's supported life for hardware replacement. Replacement parts are in limited supply, if even available. Further, the portable radios carried by Fire Department personnel are becoming inoperable frequently due to wear and the conditions the radios are exposed to. To remedy this, Police and Fire personnel worked with the authorized Motorola supplier to evaluate purchase options. As such, the option that provides the best discount and length of equipment service is to replace all of the Police and Fire department portable radios with the Motorola APX Next model. The total budget for the replacement is \$1,880,005, with \$1,119,333 allocated to the Police Department and \$760,672 allocated to the Fire Department.

In the Non-departmental Department, expenditures will increase by \$450,000. On February 7, 2022, Town Council approved a feasibility study with OWT Architects to determine if the current building, located at 1800 Timber Creek Road, could be renovated into a Cultural Arts Center. Due to multiple factors including NFPA Fire Code compliance issues, energy code compliance issues, and structural movement of the building and foundation, it was determined that the cost of renovation per square foot would exceed the cost of new construction. Due to the findings, removal of the structure is recommended. Demolition will include removal of the building and associated flat work, asbestos abatement, and asbestos abatement monitoring required by state law.

| <u>General Fund</u>           | <u>Original<br/>Budget</u> | <u>Current<br/>Budget</u> | <u>Amended<br/>Budget</u> | <u>Increase /<br/>(Decrease)</u> |
|-------------------------------|----------------------------|---------------------------|---------------------------|----------------------------------|
| <b>Expenditures:</b>          |                            |                           |                           |                                  |
| Town Manager's Office         | \$ 3,633,625               | \$ 3,638,627              | \$ 3,673,327              | \$ 34,700                        |
| Town Secretary's Office       | 547,589                    | 603,310                   | 603,310                   | -                                |
| Development Services          | 2,365,145                  | 2,381,270                 | 2,381,270                 | -                                |
| Parks and Recreation Services | 10,772,827                 | 10,875,283                | 10,875,283                | -                                |
| Library Services              | 2,123,151                  | 2,150,113                 | 2,150,113                 | -                                |
| Police Services               | 17,976,186                 | 18,240,478                | 19,359,811                | 1,119,333                        |
| Financial Services            | 4,234,015                  | 4,282,157                 | 4,282,157                 | -                                |
| Administrative Services       | 7,807,437                  | 8,481,932                 | 8,481,932                 | -                                |
| Fire and Emergency Services   | 19,499,281                 | 21,223,132                | 21,983,804                | 760,672                          |
| Communications                | 834,813                    | 843,595                   | 843,595                   | -                                |
| Non-Departmental Services     | 4,098,834                  | 5,948,834                 | 6,398,834                 | 450,000                          |
| Public Works                  | 7,782,525                  | 7,967,776                 | 7,967,776                 | -                                |
| Environmental Services        | 1,604,312                  | 1,615,621                 | 1,615,621                 | -                                |
| <b>Total</b>                  | <b>\$ 83,279,740</b>       | <b>\$ 88,252,128</b>      | <b>\$ 90,616,833</b>      | <b>\$ 2,364,705</b>              |



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

---

**DATE:** July 17, 2023  
**FROM:** Theresa Scott, Town Secretary  
**ITEM:** **Discuss and consider Charter review process.**

---

**BACKGROUND:** The [Town Charter](#) is required to be reviewed every 5 years. The last review was in 2019. Council has the option of conducting the review itself, or to appoint a Charter Review Commission (CRC) composed of at least five qualified voters (Section 11.19) for this purpose.

Staff is seeking direction from Council regarding the preferred approach for this review process.

Should the CRC option be preferred:

There would be an August 7 agenda item to appoint the members and outline a charge. Historically, each member of Council would select an individual to serve on the CRC, and the Mayor's choice would serve as chair. The CRC would review the Charter and make recommendations to the Town Council for changes or recommend that no changes be considered.

Proposed Timeline/Important Dates:

July 17 Direction regarding process  
Aug 7 CRC members are appointed & charge(s) established\*  
Nov 6 CRC interim report to Council\*  
Dec 4 CRC final report to Council\*  
Dec 18 Council reviews CRC recommendations for any edits or additions\*  
Jan 16 Council calls election (Feb 16 is the last day to call an election)  
May 4 Election Day

*\*if this option selected*

**BOARD REVIEW/CITIZEN FEEDBACK:** NA

**ALTERNATIVES:** NA

**FISCAL IMPACT:** The Town is scheduled to have a May 4, 2024 election. As such, there would be minimal cost to add ballot items to that election.

**LEGAL REVIEW:** NA

**ATTACHMENTS:**

None

**DRAFT MOTION:** Discuss and provide staff with direction.



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

---

**DATE:** July 17, 2023

**FROM:** Poornima Kashyap, Principal Planner

**ITEM:** **Public Hearing to consider a request for a Replat (RP23-0001 - CNIK Addition Lots 1R & 2, Block A) to create two residential lots with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located northeast of the intersection of Scenic Drive and Wichita Trail. (PZ recommended approval by a vote of 6 to 0 at its June 26, 2023, meeting.)**

---

### **BACKGROUND:**

- Size – 9.302 total acres
- Zoning – Agricultural uses
- Number of lots – 2; Lot 1R is 3.218 acres and Lot 2 is 6.084 acres
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Exceptions:

1. An exception is requested to allow a driveway to residential Lot 2 from Scenic Drive, which is classified as a Collector Street on the Town's Thoroughfare Plan.

- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

**BOARD REVIEW/CITIZEN FEEDBACK:** The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its June 26, 2023, meeting.

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** N/A

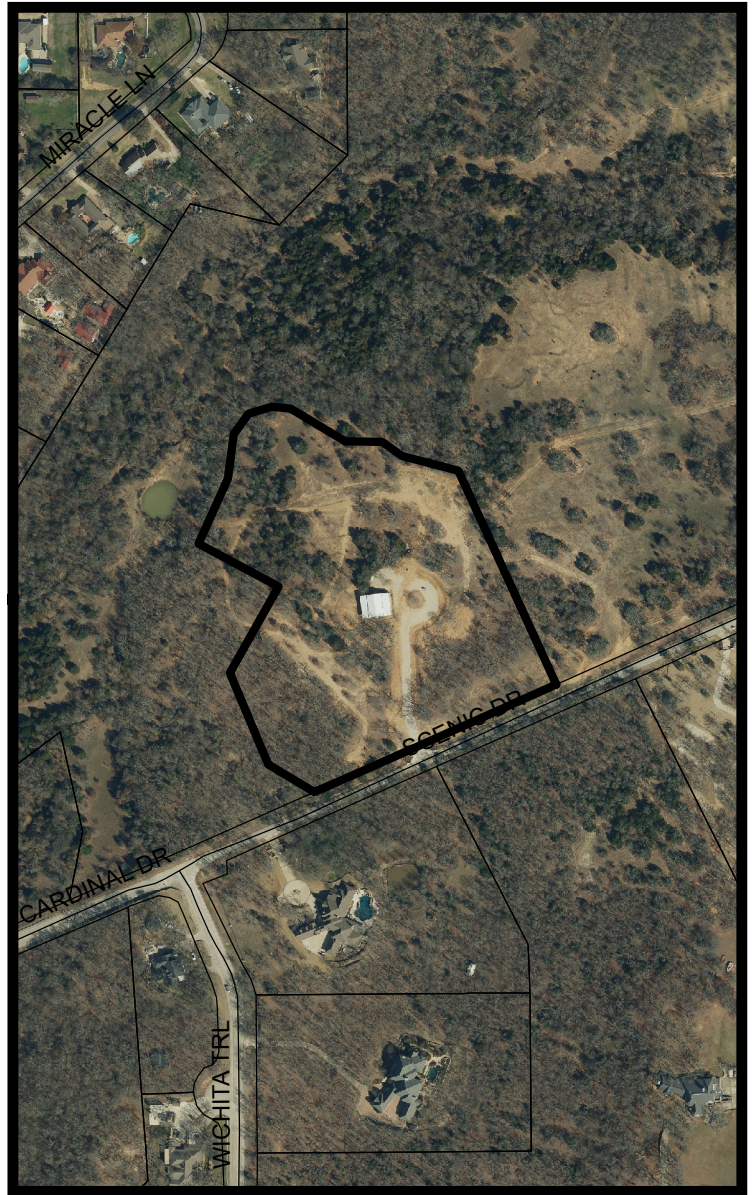
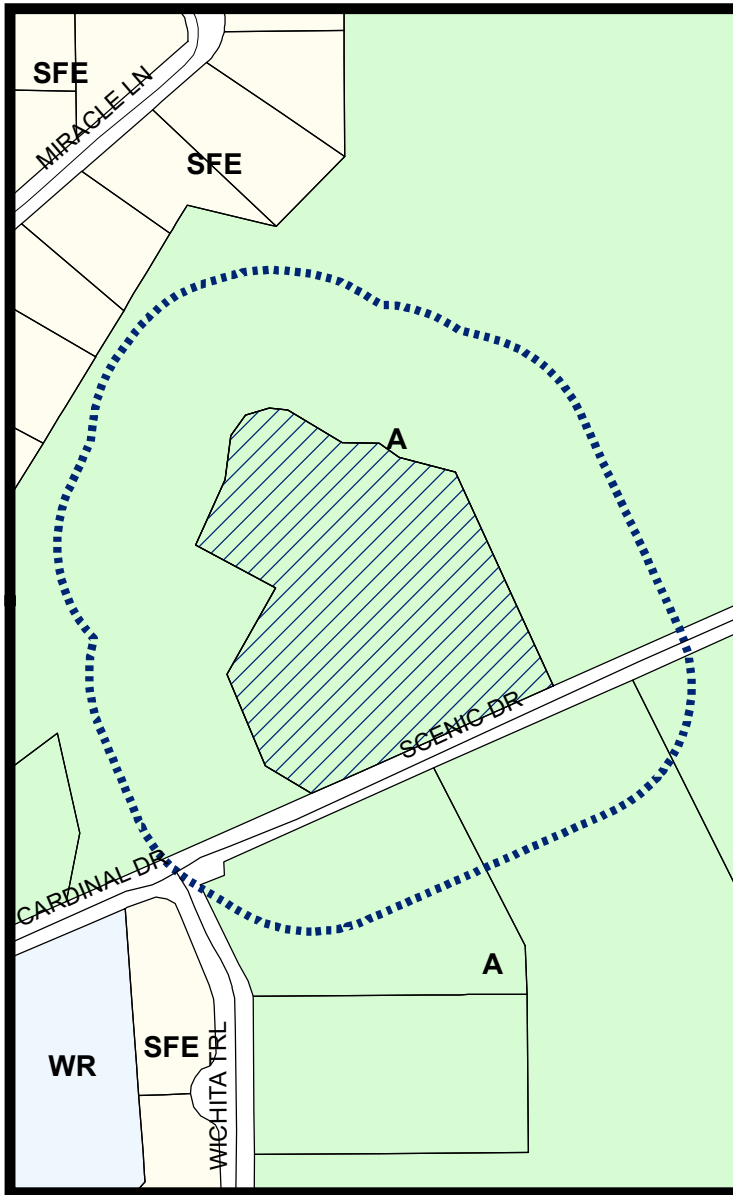
### **ATTACHMENTS:**

1. Vicinity and Aerial Maps

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

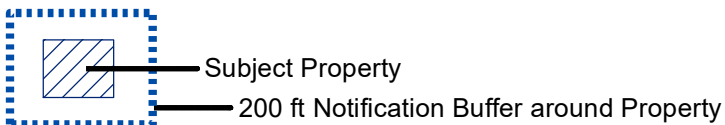
# Vicinity Map

Reference Project: RP23-0001



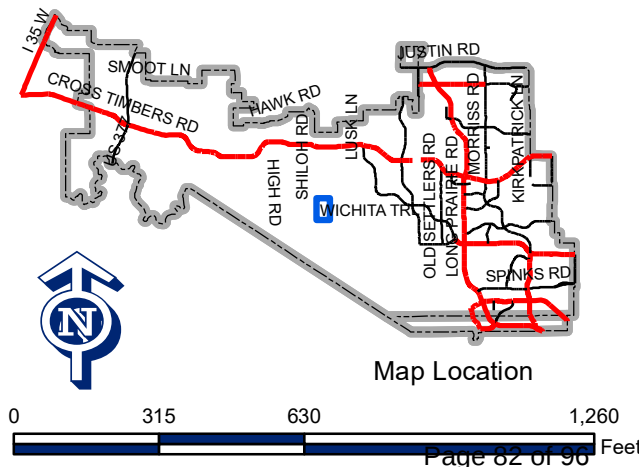
## LEGEND

Agriculture     Single Family Estate     Water Recreation



Visit [www.fmdevmap.com](http://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 COUNCIL AGENDA K.3. REGULAR ITEM(S)

---

**DATE:** July 17, 2023  
**FROM:** Claire Barnes, Planner  
**ITEM:** **Public Hearing to consider an ordinance granting Specific Use Permit No. 485 (SUP23-0002– Veterinary Emergency Group (VEG)) to permit a veterinary hospital (inside pens) use. The property is generally located north of Churchill Drive and east of Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its July 10, 2023, meeting.)**

---

### **BACKGROUND:**

- Lot Size – approx. 0.96 acres
- Proposed Use – Veterinary Hospital (inside pens)
- Building Size – 6,500 sq. ft.
- Current Zoning – Retail District-1 (R-1)
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Exceptions – None
- Incentives – None
- [Planning and Zoning Commission Staff Report](#)

**BOARD REVIEW/CITIZEN FEEDBACK:** The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its July 10, 2023, meeting.

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** N/A

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

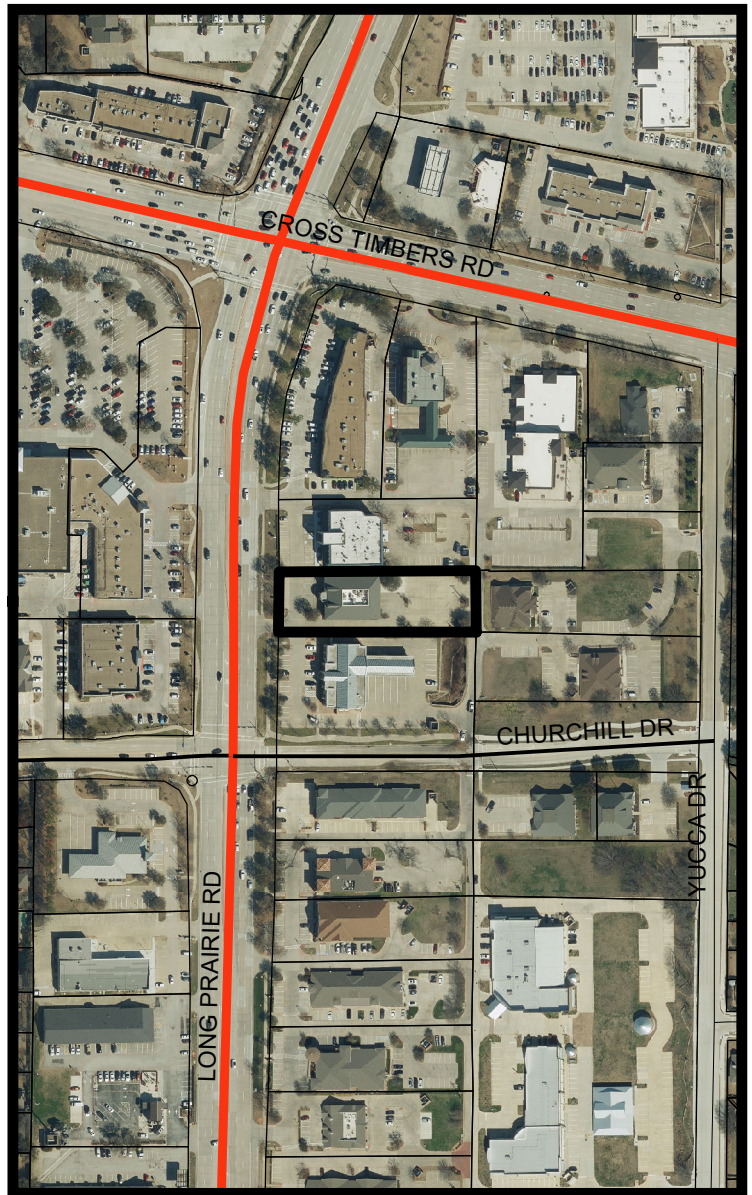
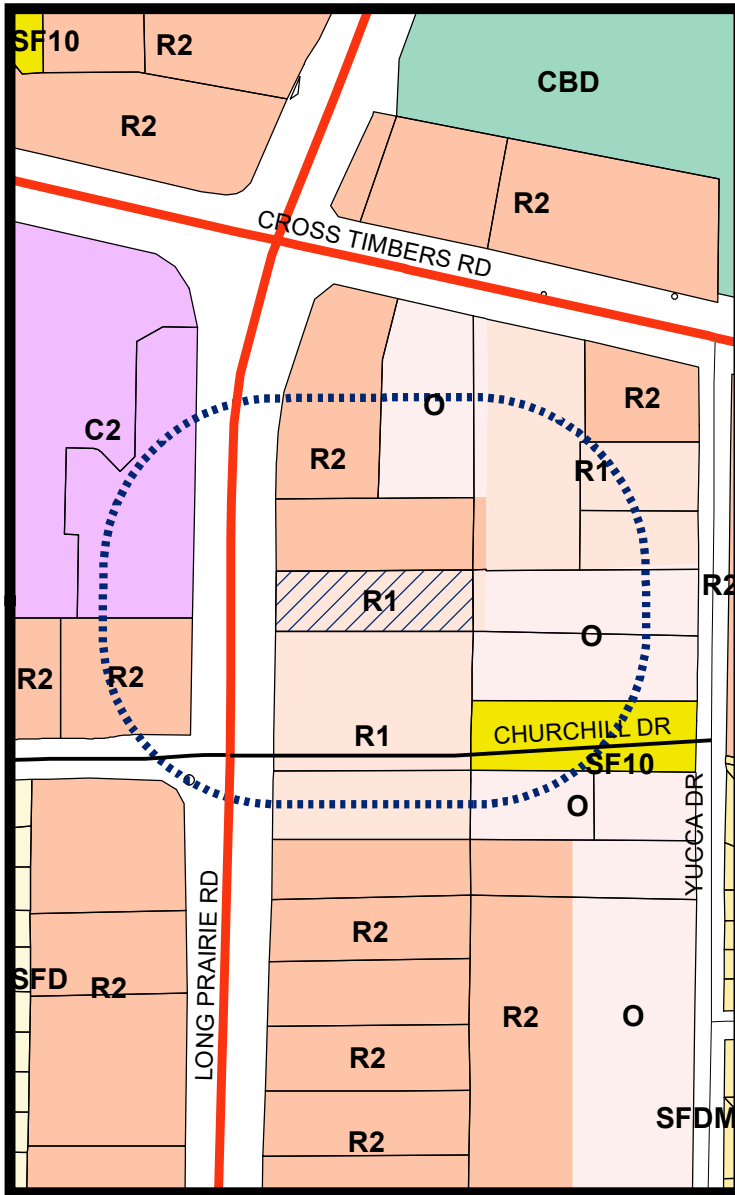
### **ATTACHMENTS:**

1. Vicinity and Aerial Maps
2. DRAFT Ordinance
3. DRAFT Exhibits

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

# Vicinity Map

Reference Project: SUP23-0002



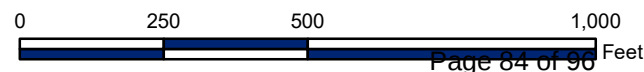
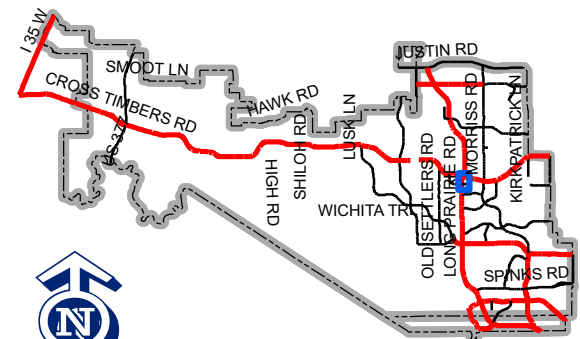
## LEGEND

- Central Business District
- Commercial 2
- Office
- Retail 1
- Retail 2
- Single Family 10
- Single Family Density Medium
- Single Family Detached

- Subject Property
- 200 ft Notification Buffer around Property

Visit [www.fmdevmap.com](http://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.



Map Location

**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 CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 485 (SUP-485) FOR A VETERINARY HOSPITAL (INSIDE PENS) USE ON CERTAIN PROPERTY DESCRIBED AS 0.96 ACRES OF LAND AND BEING ALL OF LOT 14, BLOCK 1 OF THE ALLISON 2 ADDITION, COMMONLY KNOWN AS 3614 LONG PRAIRIE ROAD, AND ZONED R-1 RETAIL DISTRICT-1; 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.**

**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 owner of the property described as 0.96 acres of land and being all of Lot 14, Block 1 of the Allison 2 Addition, Denton County, Texas, commonly known as 3614 Long Prairie Road, has filed an application for a Specific Use Permit to allow a veterinary hospital (inside pens) use; and,

**WHEREAS**, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on July 10, 2023, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on July 17, 2023, with respect to the Specific Use Permit 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 a Specific Use Permit on the property described herein; and,

**WHEREAS**, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it 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:

0.96 acres of land, being all of Lot 14, Block 1 of the Allison 2 Addition, Denton County, Texas, commonly known as 3614 Long Prairie Road, and zoned R-1 Retail District-1.

The property shall remain in the R-1 Retail District-1 zoning district and Specific Use Permit No. 485 (SUP-485) is hereby approved to allow a veterinary hospital (inside pens) use as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

1. The applicant shall submit an amended site plan for approval in conformance with the Conceptual Site Plan, attached hereto as Exhibit "A," showing the addition of the pet yard and fencing, including fence details, subject to the conditions outlined herein. The fence must be black aluminum, wrought iron, tubular steel, or masonry. Wood fencing is prohibited.
2. A maximum of 100 square feet of fenced pet yard as shown on the Conceptual Site Plan, attached hereto as Exhibit "A" and as indicated on the amendment required by Condition 1 herein, shall be permitted subject to the following conditions:
  - a. Any use of the pet yard shall require a minimum of one (1) employee to be present to monitor the use of this area.
  - b. There shall be a minimum of at least one (1) employee per two (2) animals in the pet yard.
3. The building must be treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property boundary line as required by Sec. 98-998 of the Code of Ordinances, Town of Flower Mound, Texas.

## **SECTION 2**

The Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations of the proposed veterinary hospital (inside pens) use, attached hereto as Exhibits "A," "B," and "C" and incorporated herein for all purposes allowed by law, are hereby approved as the Conceptual Site Plan, Conceptual Landscape Plan, and Conceptual Elevations for Specific Use Permit No. 485 (SUP-485).

## **SECTION 3**

The official map of the Town of Flower Mound is amended and the Director of Planning Services is directed to revise the official zoning map to reflect the approved Specific Use Permit No. 485 (SUP-485), as set forth above.

## **SECTION 4**

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound, including the regulations contained in R-1 Retail District-1.

## **SECTION 5**

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

## **SECTION 6**

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 7**

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

such violation or violations exist shall constitute a separate offense and shall be punishable as such.

**SECTION 8**

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 9**

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 10**

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 ON THE 17TH DAY OF JULY, 2023.**

**APPROVED:**

\_\_\_\_\_  
**Derek France, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Theresa Scott, TOWN SECRETARY**

VICINITY MAP



SITE PLAN GENERAL NOTES

1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. OR ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
3. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
4. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
5. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
6. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLANELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
7. FLAG POLES MUST COMPLY WITH THE REGULATIONS IN SECTION 86-4. - PROHIBITED SIGNS.

SYMBOL LEGEND

- ACCESSIBLE PARKING SPACE
- EXISTING TO BE REMOVED
- SITE SETBACKS
- SITE PROPERTY LINE
- NUMBER OF PARKING SPACES
- CONCRETE WALKWAY
- REFER TO LANDSCAPING PLAN
- PET RELIEF AREA

SITE DATA TABLE

|                                                |                           |                   |
|------------------------------------------------|---------------------------|-------------------|
| 3614 LONG PRAIRIE RD<br>FLOWER MOUND, TX 75022 |                           |                   |
| GROSS SITE AREA                                | 42,000 SQ FT (0.96 ACRE)  |                   |
| NET SITE AREA                                  | 23,800 SQ FT (0.55 ACRE)  |                   |
|                                                |                           |                   |
| ZONING                                         |                           |                   |
| CURRENT USE                                    | VACANT - ZONED RETAIL R-1 |                   |
|                                                |                           |                   |
| LOT COVERAGE DATA                              |                           |                   |
| BUILDING COVERAGE                              | 6,500 SQ FT               |                   |
| IMPERVIOUS AREA                                | 30,300 SQ FT              |                   |
| PERVIOUS AREA                                  | 5,200 SQ FT               |                   |
|                                                |                           |                   |
| PARKING SUMMARY                                |                           |                   |
| SURFACE PARKING                                | REQUIRED                  | PROVIDED          |
| VET                                            | 1 PER 250 SQ FT = 26      | 48                |
| RETAIL                                         | N/A                       | 0                 |
| OTHER                                          | N/A                       | 0                 |
| TOTAL PARKING                                  | 26 (2 ACCESSIBLE)         | 48 (2 ACCESSIBLE) |
|                                                |                           |                   |
| BUILDING DATA                                  |                           |                   |
| BUILDING                                       | 1 STORY                   |                   |
| PEAK HEIGHT                                    | 26'-8"                    |                   |
| MEAN HEIGHT                                    | 26'-8"                    |                   |
| TOTAL SQUARE FOOTAGE                           | 6,500 SQ FT               |                   |

PROJECT TEAM

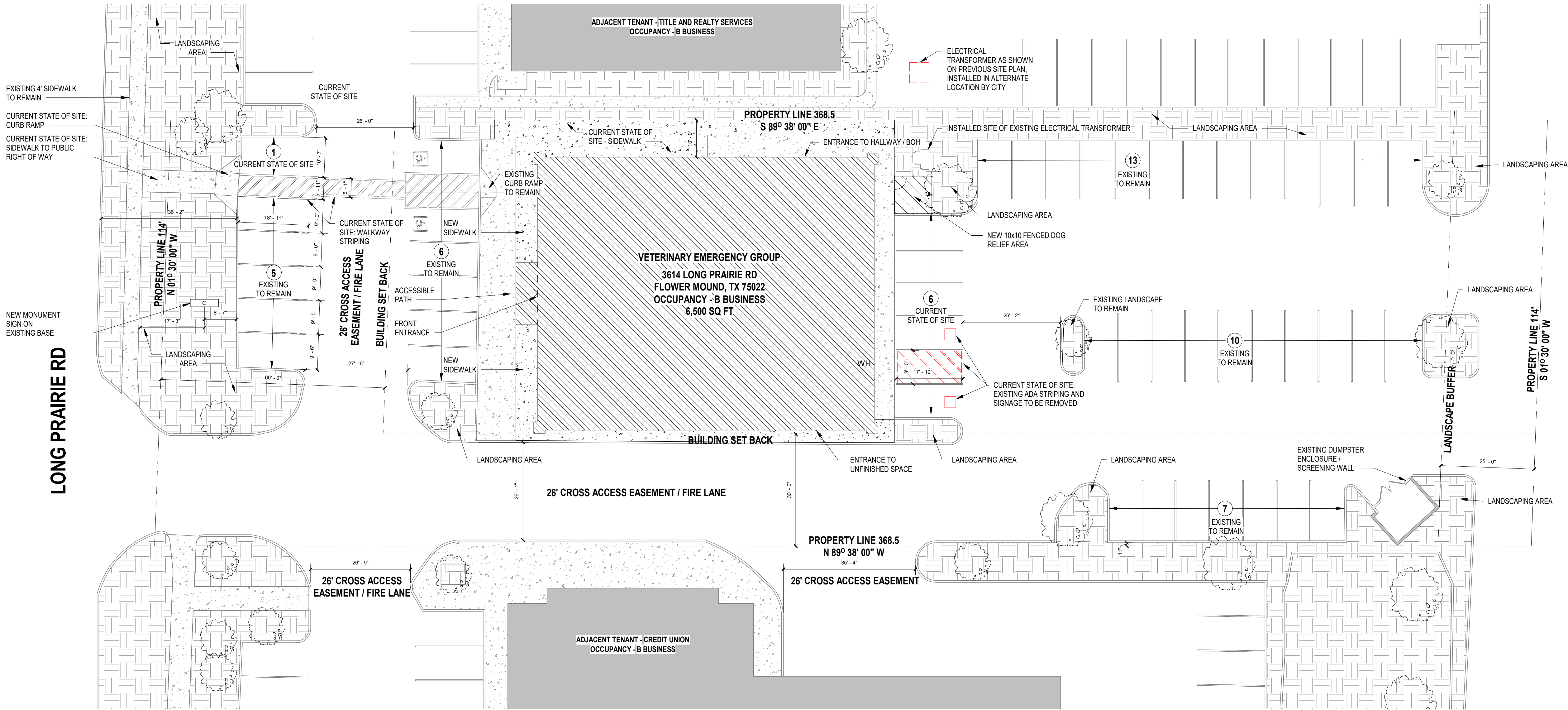
**SITE OWNER**  
**STREET LEVEL INVESTMENTS**  
5950 BERKSHIRE LANE, SUITE 700  
DALLAS, TX 75225  
  
CONTACT: JORDAN PRESCOTT  
PHONE: 214.545.6974  
E-MAIL: JPRESCOTT@STREETLEVELINVESTMENTS.COM  
  
**OWNER**  
**VETERINARY EMERGENCY GROUP**  
44 S BROADWAY, LL3  
WHITE PLAINS, NY 10601  
  
CONTACT: ASHLEY SHOULTS  
PHONE: 303.819.9763  
E-MAIL: ASHLEYSHOULTS@VEG.VET  
  
**ARCHITECT**  
**ABBOT STUDIOS**  
architects + planners + designers, LLC  
471 EAST BROAD STREET, SUITE 1700,  
COLUMBUS, OHIO 43215  
  
CONTACT: CHRISTINE CARLO  
PHONE: 614.461.0101 x286  
EMAIL: ADESUTTER@ABBOTSTUDIOS.COM



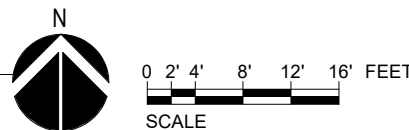
FLOWER MOUND



Exhibit "A"



1 SITE PLAN  
1/16" = 1'-0"



- NOTE:
1. SEE PROPOSED LANDSCAPE PLAN FOR LANDSCAPING DETAILS
  2. DRAINAGE PATTERS ARE NOT TO BE ALTERED, SITE DISTURBANCE IS MINIMAL
  3. OIL/GAS COLLECTION LINES ARE NOT TO BE ALTERED, DISTURBANCE IS MINIMAL
  4. FIRE LANE STRIPING TO BE REPAINTED ON SITE

ISSUANCE

DATE 06/27/2023 ZONING SUBMITTAL

SITE PLAN

VETERINARY EMERGENCY GROUP  
3614 LONG PRAIRIE RD  
FLOWER MOUND, TX 75022  
DENTON COUNTY

SCALE: As Indicated DRAWN: Author

SEAL/STAMP:



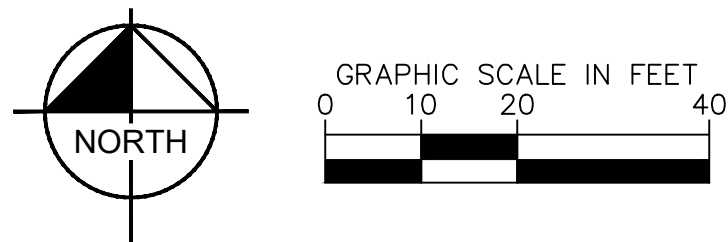
MICHAEL H. LUTSCH, JR.  
LICENSE #28273  
EXPIRATION 7/31/2023

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4049-23-004

SHEET

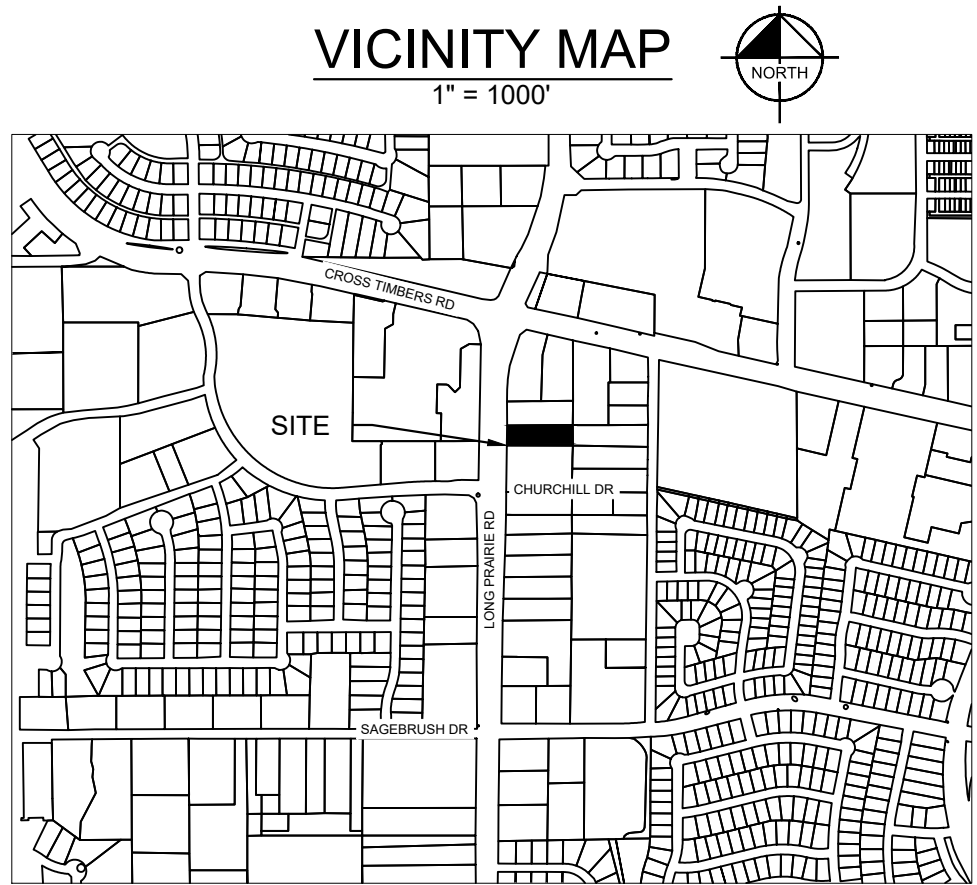
Z-1



## PLANT SCHEDULE

NOTES:

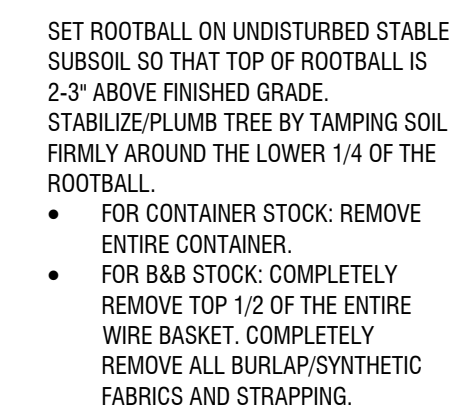
1. CONTRACTOR TO PROTECT EXISTING LANDSCAPE MATERIAL AND IRRIGATION EQUIPMENT IN PLACE FOR THE DURATION OF CONSTRUCTION. CONTRACTOR TO REPAIR OR REPLACE ANY DAMAGED OR BROKEN LANDSCAPE AND IRRIGATION MATERIAL/EQUIPMENT TO PRE-CONSTRUCTION CONDITION PRIOR TO FINAL COMPLETION
2. CONTRACTOR TO SOD TO LIMITS OF DISTURBANCE (TYP.)



| STREET YARD LANDSCAPING                                                                                                                                                         |                                 |           |                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------|--------------------|
| STANDARD                                                                                                                                                                        | TOTAL STREET YARD (SQUARE FEET) | REQUIRED  | PROVIDED           |
| MIN 20% OF STREET YARD                                                                                                                                                          | 11377                           | 2275 S.F. | 2208 S.F. OR 19.4% |
| STREET YARD TREES                                                                                                                                                               |                                 |           |                    |
| STANDARD                                                                                                                                                                        | TOTAL STREET YARD (SQUARE FEET) | REQUIRED  | PROVIDED           |
| PER PREVIOUSLY APPROVED LANDSCAPE PLAN LP27-99                                                                                                                                  | 11377                           | 5         | 6                  |
| <sup>1</sup> TREES REQUIRED TO SATISFY OTHER PROVISIONS OF LANDSCAPING REQUIREMENTS AND LYING WITHIN THE STREET YARD MAY BE USED TO SATISFY THE REQUIREMENTS OF OTHER SECTIONS. |                                 |           |                    |
| STREET BUFFER LANDSCAPING                                                                                                                                                       |                                 |           |                    |
|                                                                                                                                                                                 | REQUIRED BUFFER WIDTH           | PROVIDED  |                    |
| LONG PRAIRIE ROAD                                                                                                                                                               | 25                              | 25        |                    |
| STREET BUFFER TREES                                                                                                                                                             |                                 |           |                    |
| STANDARD                                                                                                                                                                        | STREET FRONTAGE (LINEAR FEET)   | REQUIRED  | PROVIDED           |
| 1 PER 30 L.F.                                                                                                                                                                   | LONG PRAIRIE ROAD: 114'         | 4         | 5                  |
| PARKING AREA LANDSCAPING                                                                                                                                                        |                                 |           |                    |
| STANDARD                                                                                                                                                                        | NO. OF PARKING SPACES           | REQUIRED  | PROVIDED           |
| 90 S.F. PER 12 SPACES                                                                                                                                                           | 48                              | 360 S.F.  | 4681 S.F.          |
| PARKING AREA TREES                                                                                                                                                              |                                 |           |                    |
| STANDARD                                                                                                                                                                        | NO. OF PARKING SPACES           | REQUIRED  | PROVIDED           |
| 1 PER 10 SPACES                                                                                                                                                                 | 48                              | 5         | 7                  |
| ALL PARKING SPACES ARE LOCATED WITHIN 50 FT OF A TREE.                                                                                                                          |                                 |           |                    |

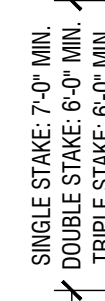
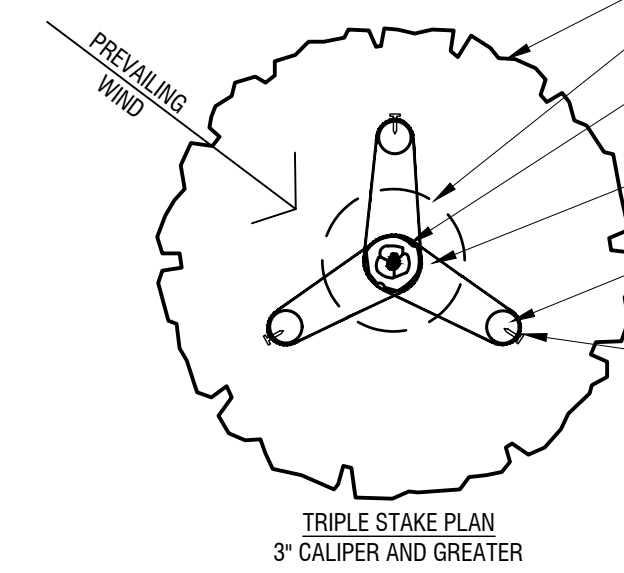
[illegible]





Scale: NTS

A



Scale: NTS

B

[illegible]



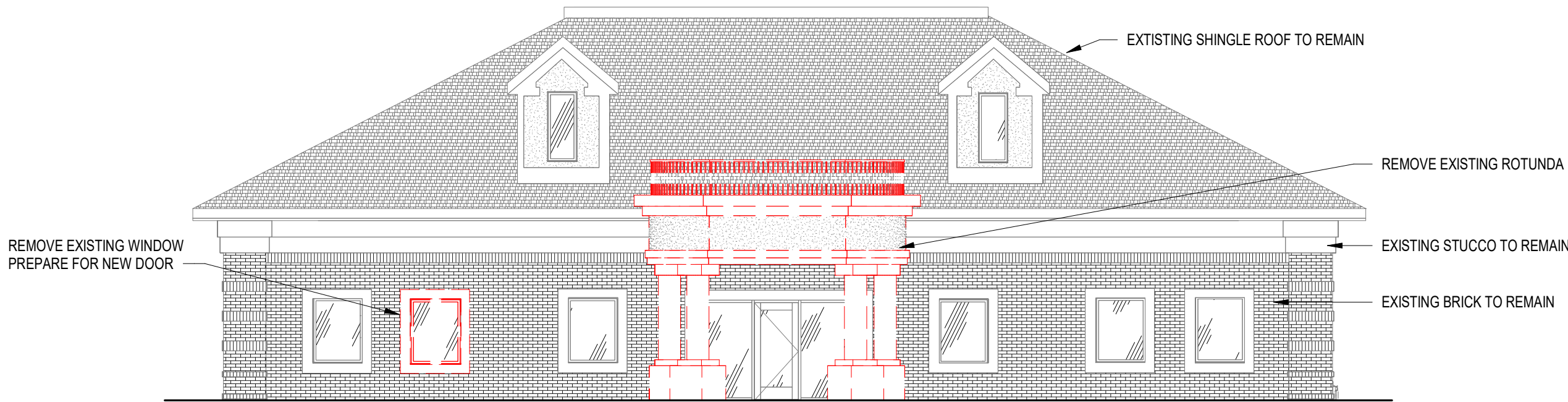
SOUTH EXISTING EXTERIOR



EAST EXISTING EXTERIOR



NORTH EXISTING EXTERIOR



1 DEMOLITION EXTERIOR ELEVATION  
1/8" = 1'-0"

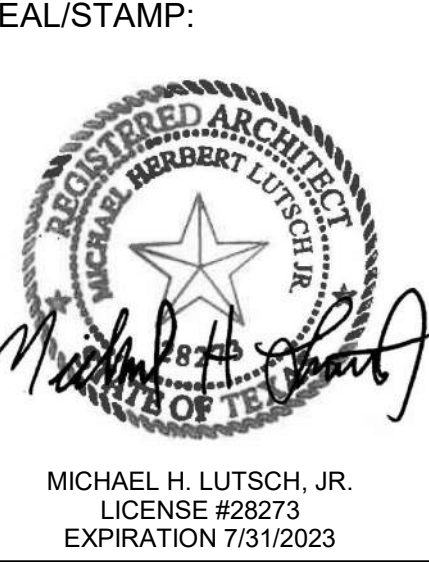


WEST EXISTING EXTERIOR



| DATE       | ISSUANCE         |
|------------|------------------|
| 06/27/2023 | ZONING SUBMITTAL |
|            |                  |
|            |                  |
|            |                  |
|            |                  |

| DEMOLITION EXTERIOR ELEVATION                                                                 | SCALE: 1/8" = 1'-0" |
|-----------------------------------------------------------------------------------------------|---------------------|
| VETERINARY EMERGENCY GROUP<br>3614 LONG PRAIRIE RD<br>FLOWER MOUND, TX 75022<br>DENTON COUNTY | DRAWN: Author       |



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|             |
|-------------|
| 4049-23-004 |
| SHEET       |
| Z-2         |

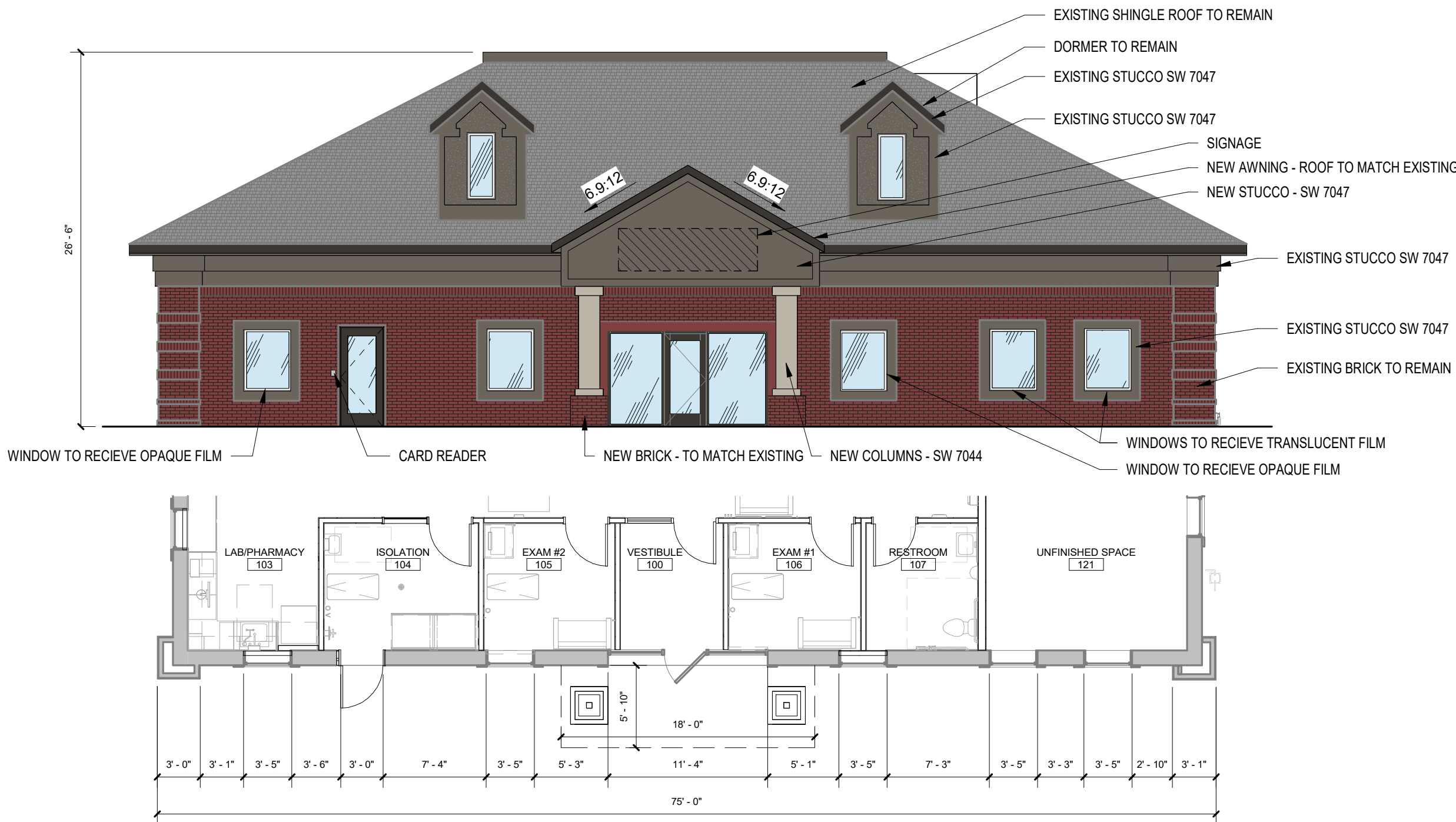
Exhibit "C"

ELEVATION GENERAL NOTES

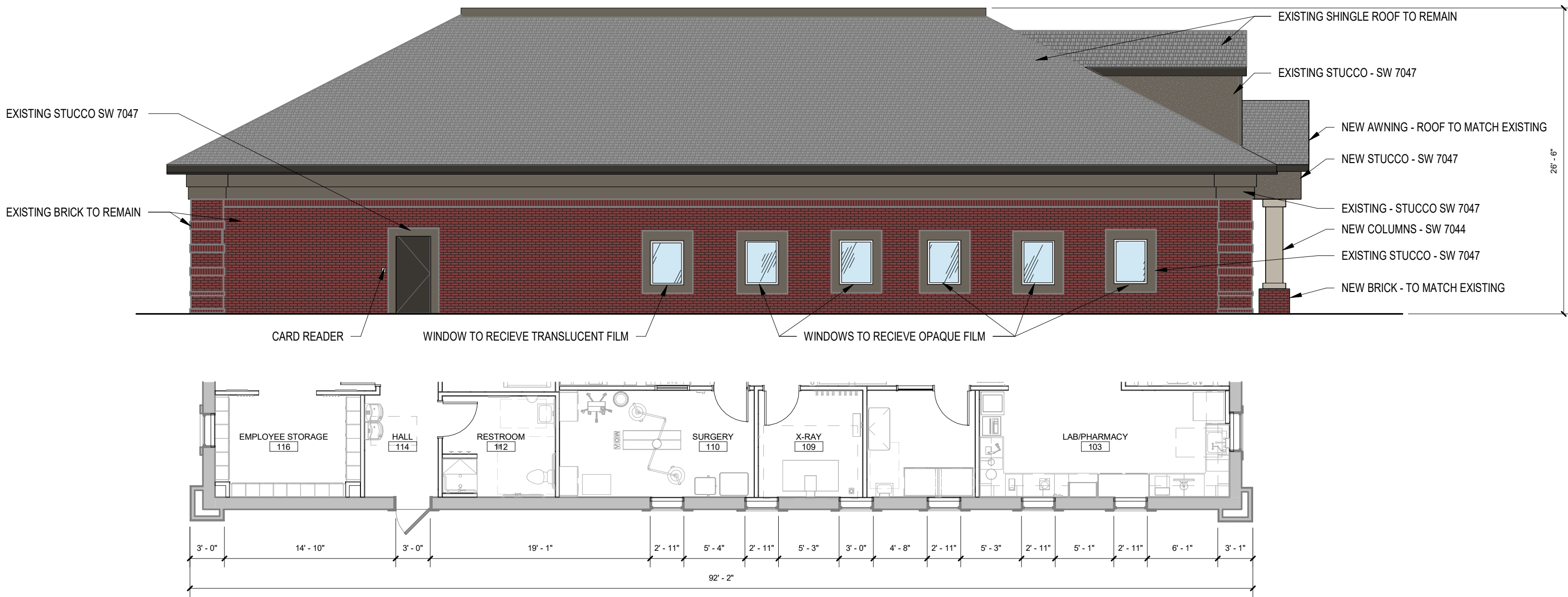
1. ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED / TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDINGS.

MATERIAL CALCULATION TABLE

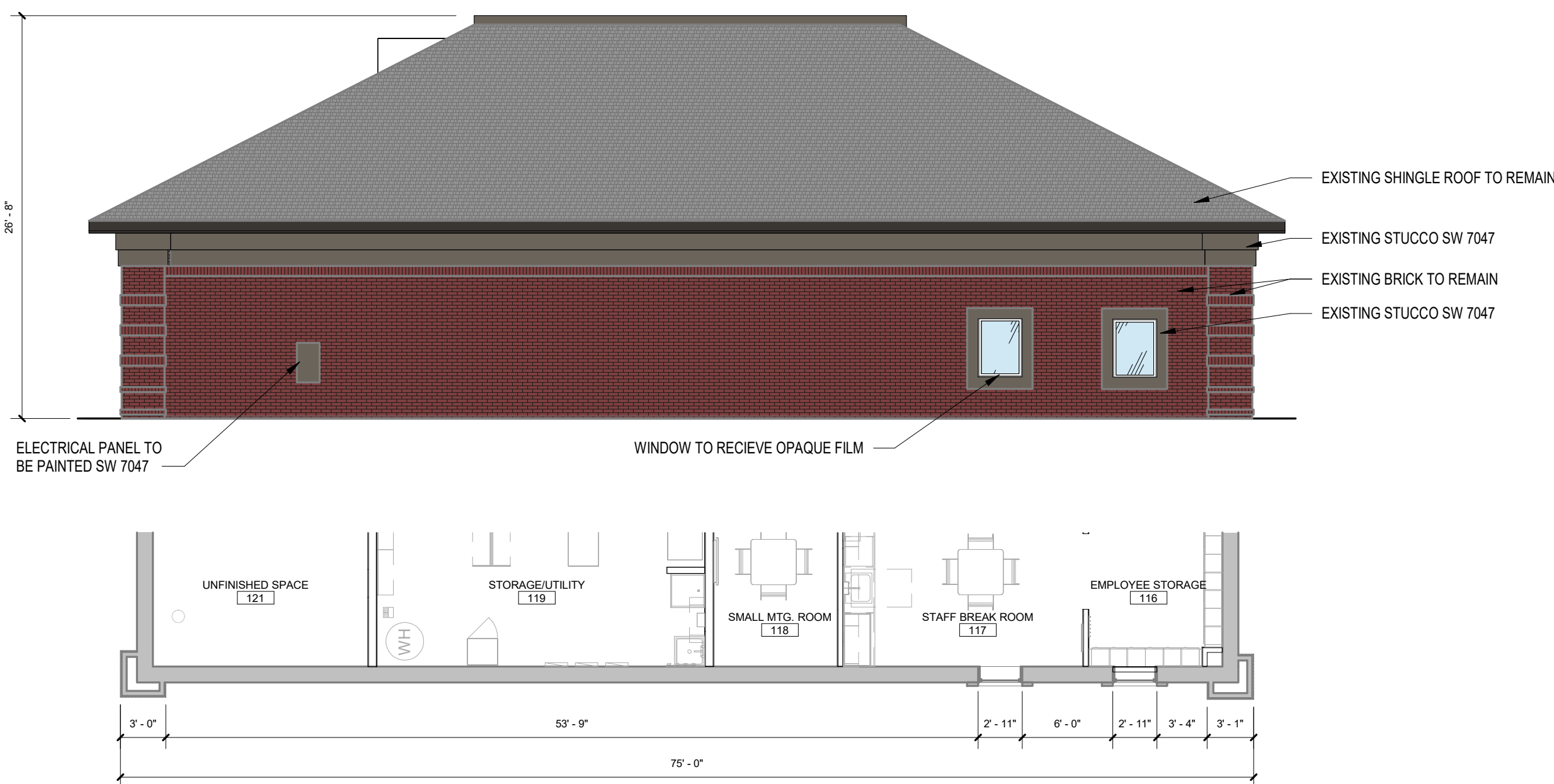
|    |                                              | NORTH            | SOUTH            | EAST             | WEST              |
|----|----------------------------------------------|------------------|------------------|------------------|-------------------|
| 1. | TOTAL FACADE S.F.                            | 1,158 S.F.       | 1,290 S.F.       | 965 S.F.         | 965 S.F.          |
| 2. | FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS) | 1,072 S.F.       | 1,200 S.F.       | 943 S.F.         | 794 S.F.          |
| 3. | DOORS AND WINDOWS                            | 86 S.F.          | 90 S.F.          | 22 S.F.          | 171 S.F.          |
| 4. | PRIMARY MASONRY TOTALS (MIN. 80%)            |                  |                  |                  |                   |
|    | BRICK S.F. AS APPLICABLE                     | 740 S.F. and 69% | 960 S.F. and 80% | 709 S.F. and 75% | 508 S.F. and 64%  |
|    | STONE S.F. AS APPLICABLE                     | N/A              | N/A              | N/A              | N/A               |
|    | STUCCO S.F. AS APPLICABLE                    | 332 S.F. and 31% | 240 S.F. and 20% | 234 S.F. and 25% | 286 S.F. and 36%  |
|    | TILT WALL S.F. AS APPLICABLE                 | N/A              | N/A              | N/A              | N/A               |
| 5. | SECONDARY MASONRY TOTALS (MAX. 20%)          |                  |                  |                  |                   |
|    | EIFS S.F. AS APPLICABLE                      | N/A              | N/A              | N/A              | N/A               |
|    | HARDPLANK S.F. AS APPLICABLE                 | N/A              | N/A              | N/A              | N/A               |
|    | DETAIL ANY ADDITIONAL AS APPLICABLE          | N/A              | N/A              | N/A              | COLUMN ENCLOSURES |



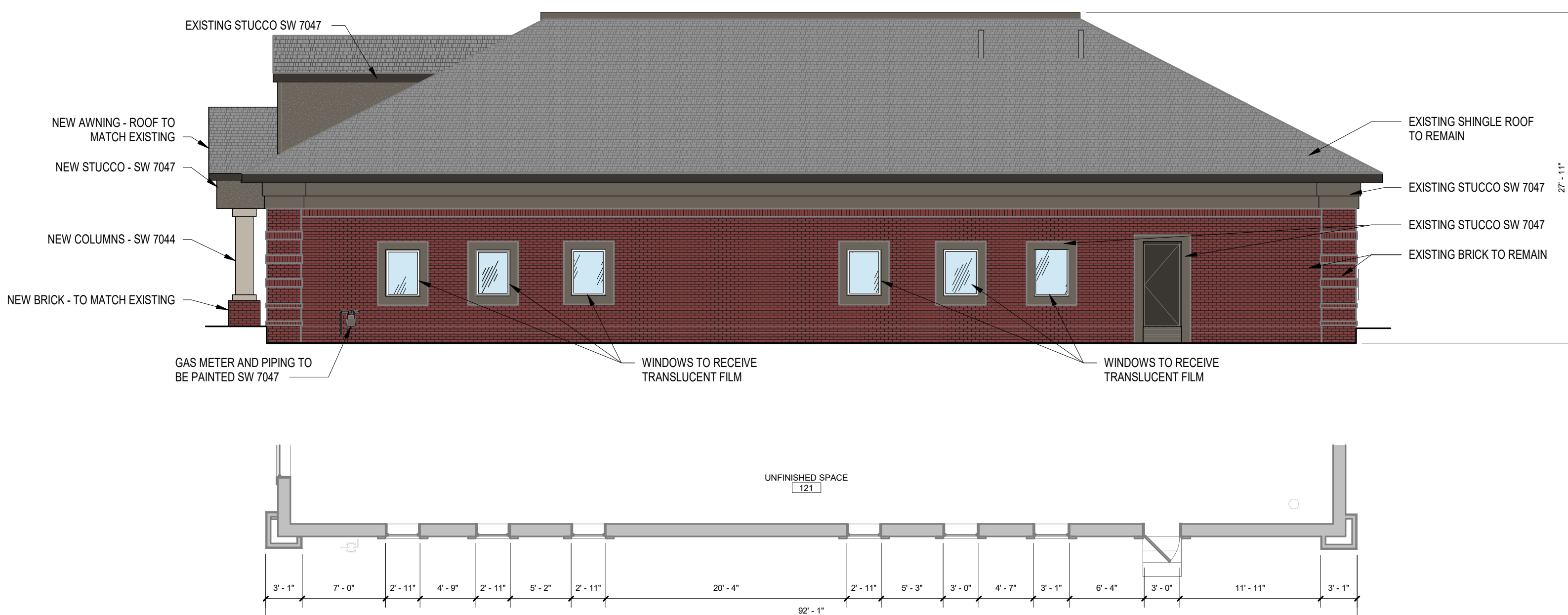
1 WEST ELEVATION  
1/8" = 1'-0"



2 NORTH ELEVATION  
1/8" = 1'-0"



3 EAST ELEVATION  
1/8" = 1'-0"



4 SOUTH ELEVATION  
1/8" = 1'-0"

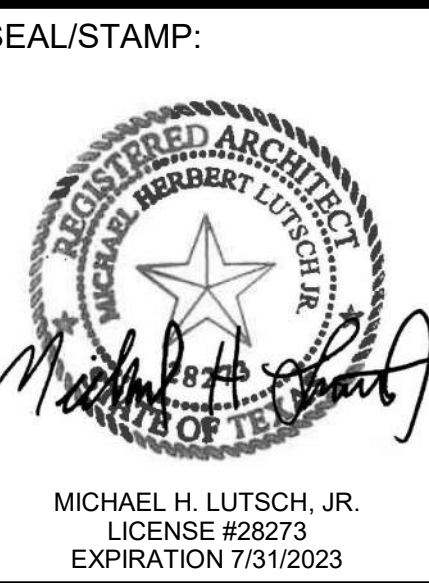


|            |                  |
|------------|------------------|
| DATE       | ISSUANCE         |
| 06/27/2023 | ZONING SUBMITTAL |

**COLORED EXTERIOR ELEVATIONS**

VETERINARY EMERGENCY GROUP  
3614 LONG PRAIRIE RD  
FLOWER MOUND, TX 75022  
DENTON COUNTY

SCALE: As Indicated  
DRAWN: Author



4049-23-004

SHEET

**Z-4**

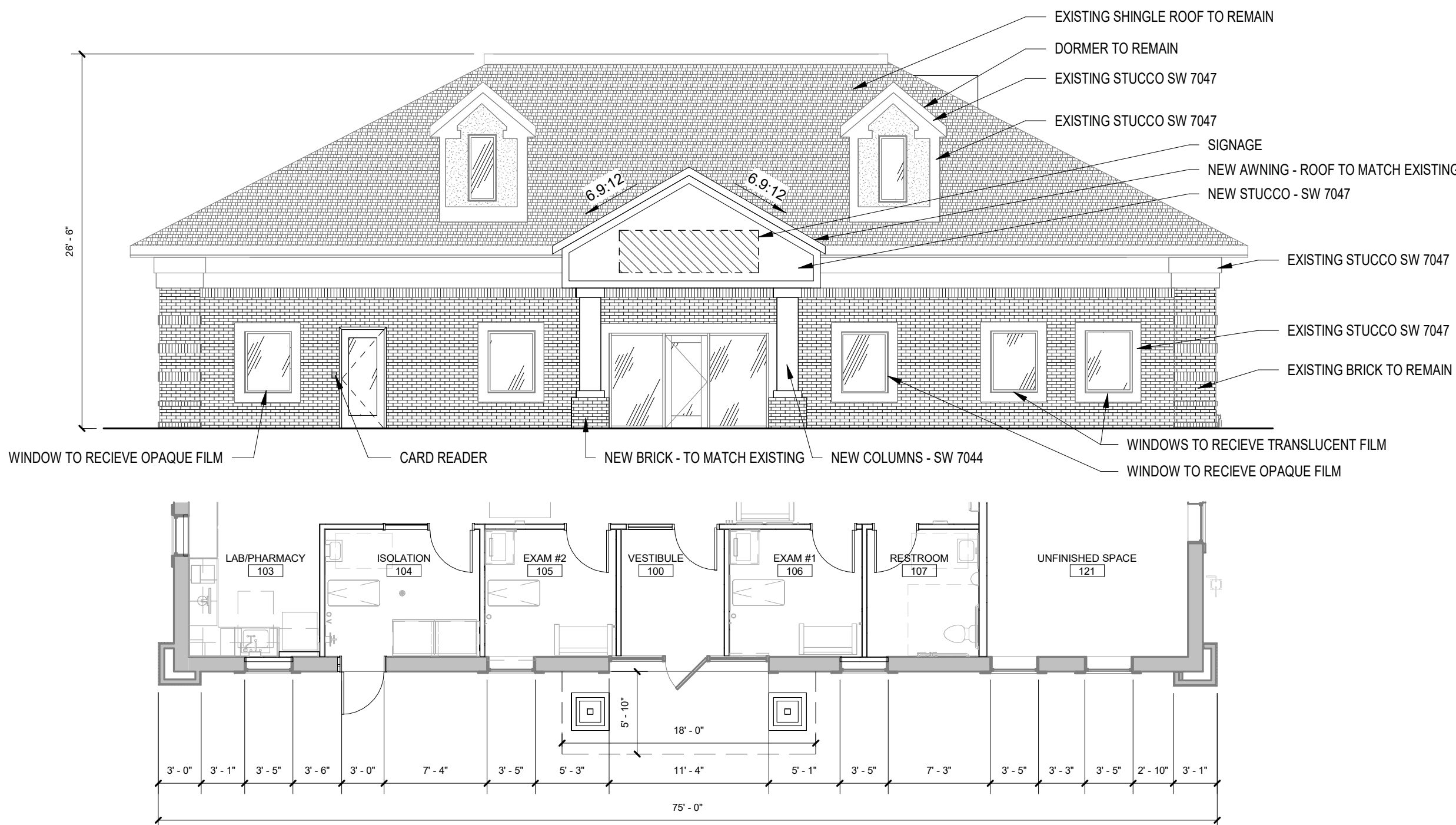
Exhibit "C"

ELEVATION GENERAL NOTES

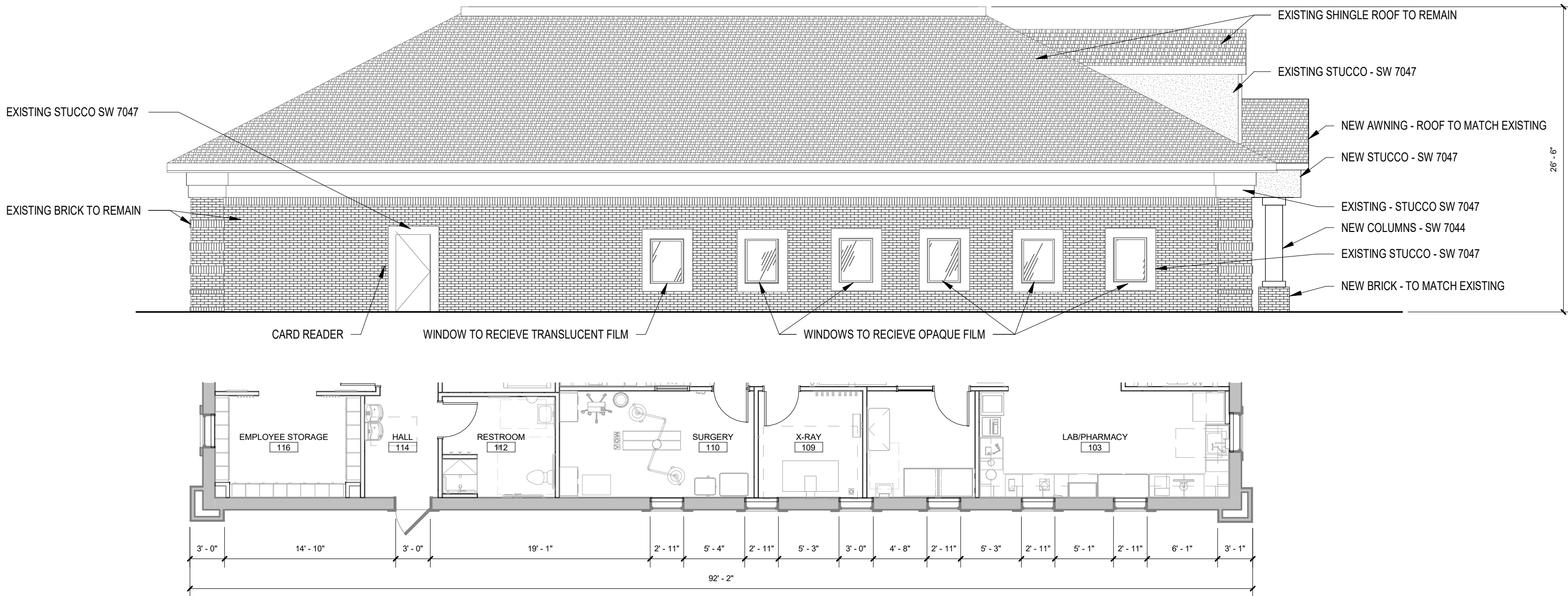
1. ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED / TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDINGS.

MATERIAL CALCULATION TABLE

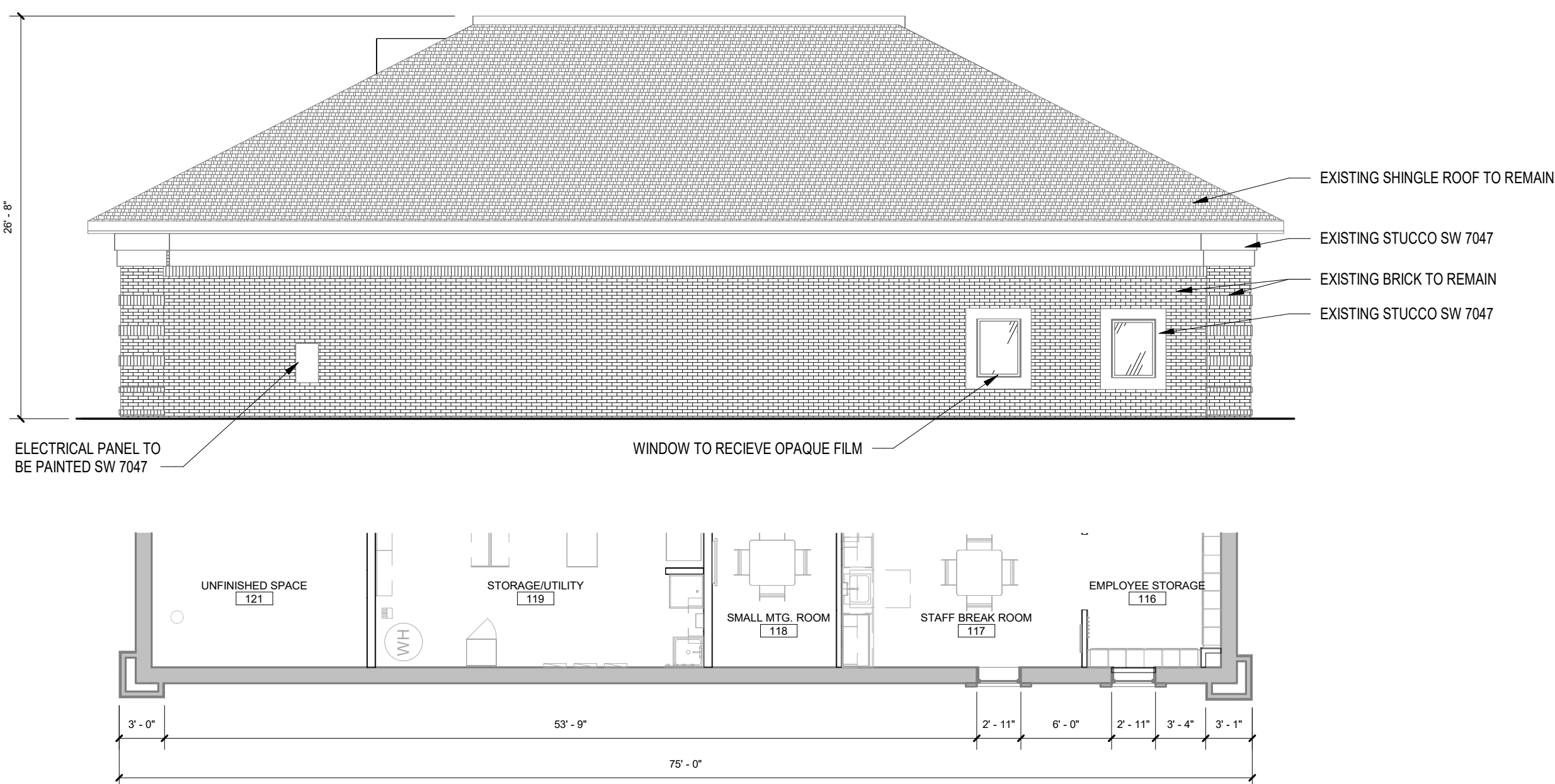
|    |                                              | NORTH            | SOUTH            | EAST             | WEST              |
|----|----------------------------------------------|------------------|------------------|------------------|-------------------|
| 1. | TOTAL FACADE S.F.                            | 1,158 S.F.       | 1,290 S.F.       | 965 S.F.         | 965 S.F.          |
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| 3. | DOORS AND WINDOWS                            | 86 S.F.          | 90 S.F.          | 22 S.F.          | 171 S.F.          |
| 4. | PRIMARY MASONRY TOTALS (MIN. 80%)            |                  |                  |                  |                   |
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|    | STONE S.F. AS APPLICABLE                     | N/A              | N/A              | N/A              | N/A               |
|    | STUCCO S.F. AS APPLICABLE                    | 332 S.F. and 31% | 240 S.F. and 20% | 234 S.F. and 25% | 286 S.F. and 36%  |
|    | TLT WALL S.F. AS APPLICABLE                  | N/A              | N/A              | N/A              | N/A               |
| 5. | SECONDARY MASONRY TOTALS (MAX. 20%)          |                  |                  |                  |                   |
|    | EIFS S.F. AS APPLICABLE                      | N/A              | N/A              | N/A              | N/A               |
|    | HARDPLANK S.F. AS APPLICABLE                 | N/A              | N/A              | N/A              | N/A               |
|    | DETAIL ANY ADDITIONAL AS APPLICABLE          | N/A              | N/A              | N/A              | COLUMN ENCLOSURES |



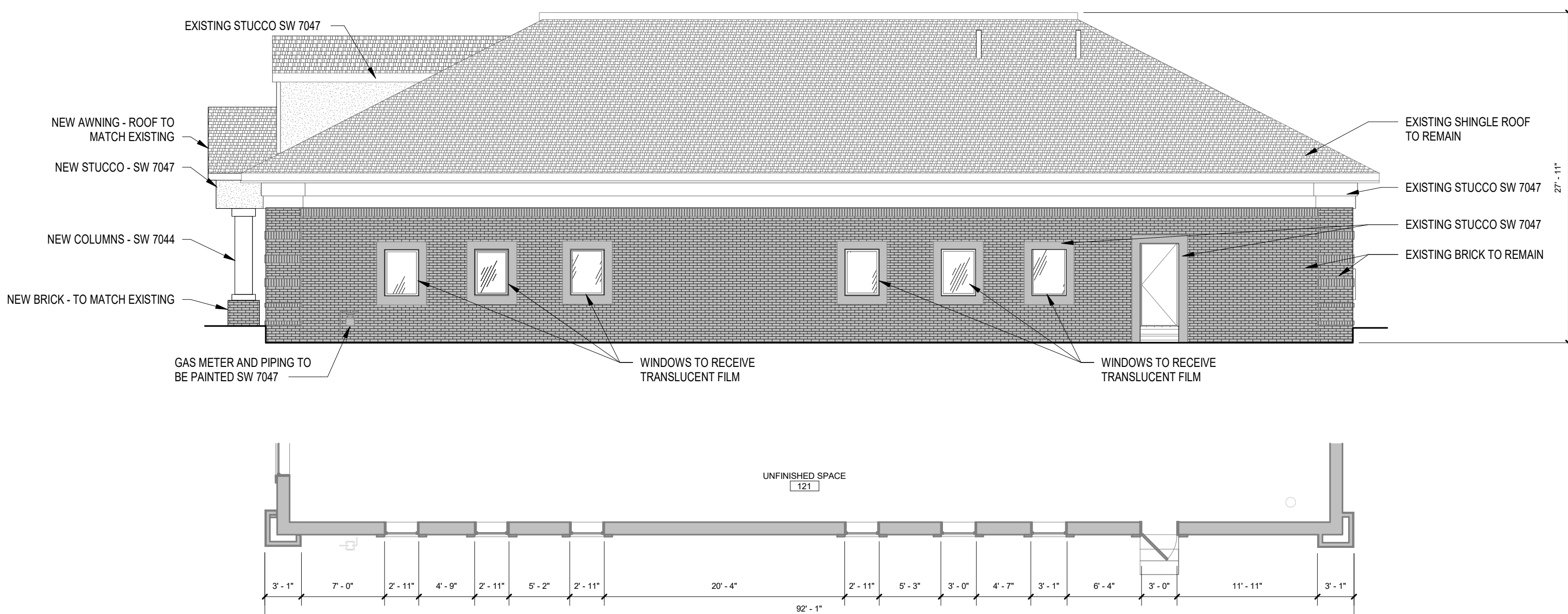
1 WEST ELEVATION  
1/8" = 1'-0"



2 NORTH ELEVATION  
1/8" = 1'-0"



3 EAST ELEVATION  
1/8" = 1'-0"

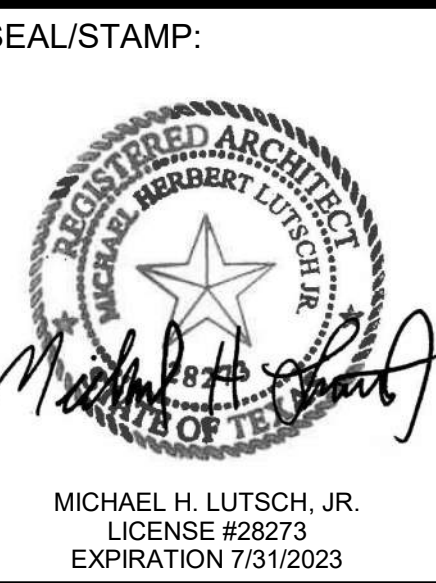


4 SOUTH ELEVATION  
1/8" = 1'-0"



|            |                  |
|------------|------------------|
| DATE       | ISSUANCE         |
| 06/27/2023 | ZONING SUBMITTAL |

EXTERIOR ELEVATIONS  
VETERINARY EMERGENCY GROUP  
3614 LONG PRAIRIE RD  
FLOWER MOUND, TX 75022  
DENTON COUNTY

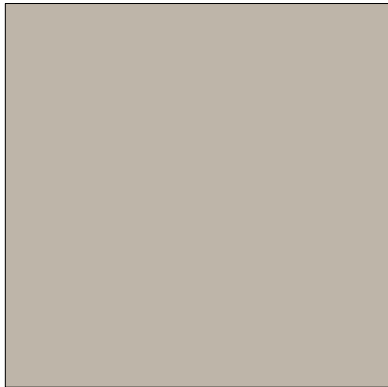


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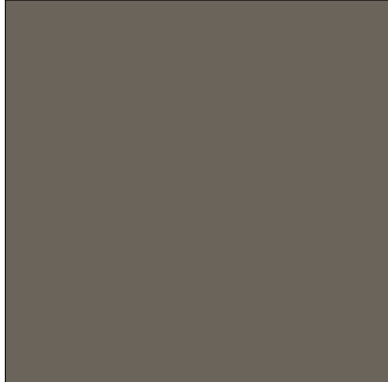
|             |
|-------------|
| 4049-23-004 |
| SHEET       |
| Z-5         |

Exhibit "C"

NEW PAINT OVER EXISTING TRIM AND STUCCO



SW 7044  
SHERWIN WILLIAMS  
AMAZING GRAY

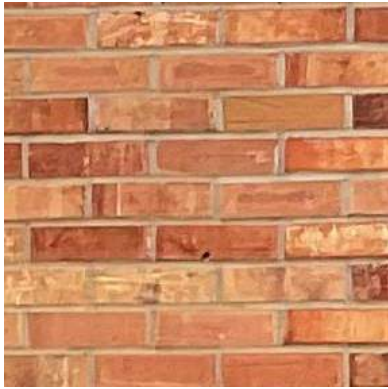


SW 7047  
SHERWIN WILLIAMS  
PORPOISE

EXISTING MATERIALS TO REMAIN



EXISTING GRAY SHINGLE ROOF



EXISTING RED BRICK



| DATE       | ISSUANCE         |
|------------|------------------|
| 06/27/2023 | ZONING SUBMITTAL |
|            |                  |
|            |                  |
|            |                  |
|            |                  |

| RENDERINGS AND MATERIALS                                                                      | SCALE: 12" = 1'-0" | DRAWN: Author |
|-----------------------------------------------------------------------------------------------|--------------------|---------------|
| VETERINARY EMERGENCY GROUP<br>3614 LONG PRAIRIE RD<br>FLOWER MOUND, TX 75022<br>DENTON COUNTY |                    |               |

|                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SEAL/STAMP:                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                               |
| MICHAEL H. LUTSCH, JR.<br>LICENSE #28273<br>EXPIRATION 7/31/2023                                                                                                                                                                                                                                              |
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| 4049-23-004                                                                                                                                                                                                                                                                                                   |
| SHEET                                                                                                                                                                                                                                                                                                         |
| Z-6                                                                                                                                                                                                                                                                                                           |