



**COUNTRY CLUB PARK PUBLIC IMPROVEMENT
DISTRICT BOARD MEETING**
GRAND PRAIRIE MUNICIPAL AIRPORT, 3116 S GREAT SOUTHWEST
PARKWAY
MONDAY, MARCH 04, 2024 AT 6:30 PM

AGENDA

CALL TO ORDER

CITIZENS' FORUM

Citizens may speak during Citizens' Forum for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

AGENDA ITEMS

1. District 2 Update
2. Consider Terminating Contract with BrightView Landscapes, LLC for Landscape Maintenance Services on Fish Creek Road and Belt Line Road.
3. Consider proposals for Landscape Maintenance Services on Fish Creek Road and Belt Line Road from:
 - Site Landscape in the amount of:
 - \$28,099.89 for provided scope of work
 - \$38,039.69 for recommended scope of work
 - LandCare in the amount of: \$15,628.02
4. Consider proposal from Exterior Appeal for Fountain Maintenance including shock treatment at Bluegrass and Holly Hill Drive in an amount not to exceed \$3,000 (\$125 per visit, as needed)
5. Consider proposals for staining of wood fencing along Madeline Drive (Hunters Glen).
 - Dynamic National: \$2,300
 - BrightStar: \$2,205.72
6. Discussion of Budget to Actual Financial Report for February 23, 2024

CITIZENS' FORUM

Citizens may speak during Citizens' Forum for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

ADJOURNMENT

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, this meeting agenda was prepared and posted February 29, 2024.

A handwritten signature in black ink, appearing to read "Lee Harris", is written over a solid black horizontal line.

*Lee Harris, CPA
Special District Administrator, Finance Department*



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 03/04/2024
REQUESTER: Lee Harriss
PRESENTER: Council Member Headen
TITLE: District 2 Update



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 03/04/2024

REQUESTER: Lindsay Dunn – PID Manager, FSR

PRESENTER: Richard Caskey, President

TITLE: Consider Terminating Contract with BrightView Landscapes, LLC for Landscape Maintenance Services on Fish Creek Road and Belt Line Road.

ANALYSIS:



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 03/04/2024

REQUESTER: Lindsay Dunn – PID Manager, FSR

PRESENTER: Richard Caskey, President

TITLE: Consider proposals for Landscape Maintenance Services on Fish Creek Road and Belt Line Road from:

- Site Landscape in the amount of:
 - \$28,099.89 for provided scope of work
 - \$38,039.69 for recommended scope of work
- LandCare in the amount of: \$15,628.02

ANALYSIS:

	Hunters Glen	Candler Park	Country Club Park	TOTAL
Site - Provided Scope of Work	\$ 6,231.69	\$ 9,358.92	\$ 12,509.28	\$ 28,099.89
Site - Recommended Scope of Work	\$ 7,203.61	\$ 13,584.84	\$ 17,248.25	\$ 38,036.70
LandCare	\$ 5,209.34	\$ 5,209.34	\$ 5,209.34	\$ 15,628.01

	Frequency	Site - Provided Scope of Work	LandCare	Frequency	Site - Recommended
Hunters Glen					
TURF AREAS					
Mow/Edge/Line Trim, Clean Up	24	\$ 293.04	\$ 2,432.00	36	\$ 439.56
Turf Fertilization	3	\$ 8.97	X	3	\$ 8.97
Turf-Pre/Post Emergent	2	\$ 1.64	X	2	\$ 1.64
Litter Removal, Blow Property	24	Included	\$ -	24	Included
TURF AREAS - TOTAL		\$ 303.65	\$ 2,432.00		\$ 450.17
SHRUB/GROUNDCOVER					
Bed weed Control (LandCare)	24	\$ -	\$ -	0	X
Bed Pre/Post Emergent (Site)	2	\$ 68.24		2	\$ 99.60
Shrub Fertilization	2	\$ 9.84		2	\$ 9.84
Prune Shrubs	12	\$ 314.28	\$ 114.24	8	\$ 209.52
Trim Groundcover	12	X	\$ -	0	X
Pull Weeds in Beds	24	\$ 81.12	\$ -	24	\$ 121.68
SHRUB/GROUNDCOVER - TOTAL		\$ 473.48	\$ 114.24		\$ 440.64
MAINTENANCE OF DRAINAGE AREA					
Spray Rock Area & Crack in Flume	3	Included	\$ 504.86	3	Included
Spray/Treat Cattails	2	\$ 328.18	\$ -	2	\$ 328.18
Clean Concrete Flume	2	Included	\$ 111.11	2	Included
Mow Both Sides of Slope	16	Included	\$ -	18	Included
Mow Behind Homes	16	\$ 4,489.92	\$ 113.55	18	\$ 5,051.16
Weed Control	3	Included	\$ 665.52	3	Included
MAINTENANCE OF DRAINAGE AREA - TOTAL		\$ 4,818.10	\$ 1,395.04		\$ 5,379.34
OTHER MAINTENANCE SERVICES					
Irrigation Inspections	12	\$ 36.36	\$ 718.72	12	\$ 36.36
OTHER MAINTENANCE SERVICES - TOTAL		\$ 36.36	\$ 718.72		\$ 36.36
ANNUAL COLOR					
Spring Color	0	X	X	1	\$ 300.03
Summer Color	1	\$ 300.03	\$ 274.67	1	\$ 300.03
Winter Color	1	\$ 300.03	\$ 274.67	1	\$ 300.03
Seasonal Color Fertilizations	2	Included	\$ -	3	Included
Bed Prep (each color change)	2	Included	\$ -	3	Included
ANNUAL COLOR - TOTAL		\$ 600.06	\$ 549.34		\$ 900.09
HUNTERS GLEN - TOTAL		\$ 6,231.65	\$ 5,209.34		\$ 7,206.60

	Frequency	Site - Provided Scope of Work	LandCare	Frequency	Site - Recommended
Candler Park					
TURF AREAS					
Mow/Edge/Line Trim, Clean Up	24	\$ 8,536.56	\$ 2,432.00	36	\$ 12,804.84
Turf Fertilization	3 X		X	0 X	
Turf-Pre/Post Emergent	2 X		X	0 X	
Litter Removal, Blow Property	24	Included	\$ -	36	Included
TURF AREAS - TOTAL		\$ 8,536.56	\$ 2,432.00		\$ 12,804.84
SHRUB/GROUNDCOVER					
Bed weed Control (LandCare)	24 X		\$ -	0	X
Bed Pre/Post Emergent (Site)	2	\$ 134.64		2	\$ 197.04
Shrub Fertilization	2	\$ 16.92		2	\$ 16.92
Prune Shrubs	12	\$ 511.92	\$ 114.24	8	\$ 341.28
Trim Groundcover	12 X		\$ -	0 X	
Pull Weeds in Beds	24	\$ 131.76	\$ -	36	\$ 197.64
SHRUB/GROUNDCOVER - TOTAL		\$ 795.24	\$ 114.24		\$ 752.88
MAINTENANCE OF DRAINAGE AREA					
Spray Rock Area & Crack in Flume	3 X		\$ 504.86	0 X	
Spray/Treat Cattails	2 X		\$ -	0 X	
Clean Concrete Flume	2 X		\$ 111.11	0 X	
Mow Both Sides of Slope	16 X		\$ -	0 X	
Mow Behind Homes	16 X		\$ 113.55	0 X	
Weed Control	3 X		\$ 665.52	0 X	
MAINTENANCE OF DRAINAGE AREA - TOTAL		\$ -	\$ 1,395.04		\$ -
OTHER MAINTENANCE SERVICES					
Irrigation Inspections	12	\$ 27.12	\$ 718.72	12	\$ 27.12
OTHER MAINTENANCE SERVICES - TOTAL		\$ 27.12	\$ 718.72		\$ 27.12
ANNUAL COLOR					
Spring Color	0	X	X	0 X	
Summer Color	1 X		\$ 274.67	0 X	
Winter Color	1 X		\$ 274.67	0 X	
Seasonal Color Fertilizations	2 X		\$ -	0 X	
Bed Prep (each color change)	2 X		\$ -	0 X	
ANNUAL COLOR - TOTAL		\$ -	\$ 549.34		\$ -
CANDLER PARK - TOTAL		\$ 9,358.92	\$ 5,209.34		\$ 13,584.84

	Frequency	Site - Provided Scope of Work	LandCare	Frequency	Site - Recommended
Country Club Park					
TURF AREAS					
Mow/Edge/Line Trim, Clean Up	24	X	\$ 2,432.00	0	X
Turf Fertilization	3	X	X	0	X
Turf-Pre/Post Emergent	2	X	X	0	X
Litter Removal, Blow Property	24	\$ 435.84	\$ -	36	\$ 700.92
TURF AREAS - TOTAL		\$ 435.84	\$ 2,432.00		\$ 700.92
SHRUB/GROUNDCOVER					
Bed weed Control (LandCare)	24	X	\$ -	0	X
Bed Pre/Post Emergent (Site)	2	\$ 63.84		2	\$ 32.40
Shrub Fertilization	2	\$ 56.34		2	\$ 56.34
Prune Shrubs	12	\$ 1,678.08	\$ 114.24	8	\$ 1,118.72
Trim Groundcover	12	X	\$ -	0	X
Pull Weeds in Beds	24	\$ 446.16	\$ -	36	\$ 669.24
SHRUB/GROUNDCOVER - TOTAL		\$ 2,244.42	\$ 114.24		\$ 1,876.70
MAINTENANCE OF DRAINAGE AREA					
Spray Rock Area & Crack in Flume	3	X	\$ 504.86	0	X
Spray/Treat Cattails	2	X	\$ -	0	X
Clean Concrete Flume	2	X	\$ 111.11	0	X
Mow Both Sides of Slope	16	X	\$ -	0	X
Mow Behind Homes	16	X	\$ 113.55	0	X
Weed Control	3	X	\$ 665.52	0	X
MAINTENANCE OF DRAINAGE AREA - TOTAL		\$ -	\$ 1,395.04		\$ -
OTHER MAINTENANCE SERVICES					
Irrigation Inspections	12	\$ 145.80	\$ 718.72	12	\$ 145.80
OTHER MAINTENANCE SERVICES - TOTAL		\$ 145.80	\$ 718.72		\$ 145.80
ANNUAL COLOR					
Spring Color	0	X	X	1	\$ 4,841.61
Summer Color	1	\$ 4,841.61	\$ 274.67	1	\$ 4,841.61
Winter Color	1	\$ 4,841.61	\$ 274.67	1	\$ 4,841.61
Seasonal Color Fertilizations	2	Included	\$ -	3	Included
Bed Prep (each color change)	2	Included	\$ -	3	Included
ANNUAL COLOR - TOTAL		\$ 9,683.22	\$ 549.34		\$ 14,524.83
COUNTRY CLUB PARK - TOTAL		\$ 12,509.28	\$ 5,209.34		\$ 17,248.25
Hunters Glen		\$ 6,231.65	\$ 5,209.34		\$ 7,206.60
Candler Park		\$ 9,358.92	\$ 5,209.34		\$ 13,584.84
Country Club Park		\$ 12,509.28	\$ 5,209.34		\$ 17,248.25
Country Club Park PID		\$ 28,099.85	\$ 15,628.02		\$ 38,039.69



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 03/04/2024

REQUESTER: Lindsay Dunn – PID Manager, FSR

PRESENTER: Richard Caskey, President

TITLE: Consider proposal from Exterior Appeal for Fountain Maintenance including shock treatment at Bluegrass and Holly Hill Drive in an amount not to exceed \$3,000 (\$125 per visit, as needed)

ANALYSIS:

1. Holly Hill Drive
2. Blue Grass

Exterior Appeal

PO Box 136635
Ft. Worth, TX 76136-0635

Estimate Item 4.

Date	Estimate #
2/18/2024	7279

Name / Address
c/o FirstService Residential 9800 Hillwood Pkwy, Suite 210 Fort Worth, TX 76177

Due Date	Project
2/18/2024	CCPPID0224-Fountain

Description	Qty	Total
Country Club Park PID - Courtney Lynas @ community fountain Supply and install shock or 3" tablet to clear algae	1	125.00

	Total	\$125.00
--	--------------	----------



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 03/04/2024

REQUESTER: Lindsay Dunn – PID Manager, FSR

PRESENTER: Richard Caskey, President

TITLE: Consider proposals for staining of wood fencing along Madeline Drive (Hunters Glen).

- Dynamic National: \$2,300
- BrightStar: \$2,205.72

ANALYSIS:

1. Madeline Drive

Proposal

11/20/2023

Property Overview

Property Details	Property Contact
Country Club Park PID: Fence Stain	Lindsay Dunn
1043 Kaylie St. Grand Praries Tx 75052	lindsay.dunn@fsresidential.com
Dynamic Representative	Dynamic Repair Specialist
Lindsay.Shepherd@dynamicnational.com	Scott

Description

Scope of Work – \$ 2,300

- Re-stain 65 linear feet of privacy fencing (both sides)

Payment Terms

Client will be invoiced upon completion of each scope of repair work. Terms: Net 30.

BY YOUR SIGNATURE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE SCOPE OF WORK FOR THESE REPAIRS / CHANGE ORDERS, AND THAT YOU ARE A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER.

Auth Signer: _____

Date: _____

Terms and Conditions

The parties agree to the following terms and conditions:

Section 1. The Agreement

1.1 Dynamic Roofing Holdings, LLC d/b/a Dynamic National Inc. ("Contractor") and Authorized Owner Representative ("Owner") set forth in this contract ("Agreement") agree to be bound by the terms of the Agreement between Dynamic National Inc. and Owner ("Parties"), through its authorized representatives, as well as by any drawings and/or written specifications signed by Owner ("Contract Documents").

1.2 Dynamic National Inc. acknowledges and accepts Owner's order; however, Dynamic National Inc.'s acknowledgement and acceptance is expressly conditioned upon Owner's acceptance of the terms and conditions herein. No terms or conditions other than those stated herein, and no written or oral agreement that purports to vary these terms and conditions is binding upon Dynamic National Inc. unless set forth in writing, signed by Dynamic National Inc.'s authorized representative and by owner. All negotiations, proposals and representations are merged herein, and this writing constitutes the complete and exclusive statement of the terms and conditions of this Agreement between Owner and Dynamic National Inc. Owner hereby represents and warrants that Owner, is authorized to make decisions regarding this agreement, as needed, and Dynamic National Inc. may rely upon such representation.

1.3 These Terms and Conditions and the terms and conditions on the previous pages constitute the entire agreement between Dynamic National Inc. and Owner and replace and supersede any prior or contemporaneous negotiations, oral representations, writings, agreements, or understandings among or attributable to the parties.

1.4 In the event of unavailable materials, code requirements and/or hidden structural findings that may affect the completion of the project, Dynamic National Inc. shall propose a substitution equal to the quality and design. Dynamic National Inc. shall advise owner of proposed revisions for approval within 24 hours of its findings. Dynamic National Inc. shall assume responsibility for any material substitutions; Owner shall be responsible for payment of any substitutions pertaining to code changes or structural affects. The approval of such substitution, including design impacts shall be presented to owner before proceeding. Owner shall have 72 hours to accept, propose or decline; approval by Owner shall be in writing.

1.5 Dynamic National Inc.'s work ("Work") will be performed in accordance with the Contract Documents. Dynamic National Inc. will furnish all of the labor and materials, samples, tools, equipment, protection, unloading, hoisting and scaffolding, which are necessary to complete Dynamic National Inc.'s work. All items in the scope of Dynamic National Inc.'s work, including items needed to complete the work, shall be the responsibility of Dynamic National Inc.

Section 2. Payment

2.1 The Parties will agree to a periodic payment schedule based on completion of progressive stages of the work and Owner agrees to make payments as indicated on page 1 of this agreement. Invoices for payments will be sent to Owner according to the stated payment schedule and payment must be remitted to Contractor within seven (7) calendar days of invoice date. If no periodic payment schedule is attached as an exhibit to this Agreement, the Contractor will invoice all remaining amounts due upon substantial completion of the Work, which shall be paid by Owner within seven (7) calendar days from invoice date. If a deposit is required, the amount shall be indicated on page 1 and paid by Owner prior to Contractor's order of materials. Claims not reserved in writing by Owner at the time final payment is made shall be waived except for claims relating to liens or similar encumbrances, warranties, defective work, and latent defects.

2.2 Owner may adjust or reject a payment invoice only under the following circumstances: (a) Contractor's repeated failure to perform the work as required by these Contract Documents; (b) loss or damage to Owner's property caused by Contractor that is not otherwise covered by Owner's or Contractor's insurance; (c) Contractor's failure to pay its subcontractors following receipt of payment from Owner for that portion of the work or for supplies, provided that Owner is making payments to Contractor in accordance with this Agreement; or (d) rejected or defective work not corrected by Contractor in a timely fashion. No later than seven (7) calendar days after receipt of an invoice, Owner shall give written notice to Contractor disputing the payment and specifying the reasons for the adjustment or rejection. Upon Contractor's cure of any of the above reasons, Owner shall promptly pay amounts previously withheld.

2.3 If for any reason not the fault of Contractor, Contractor does not receive a progress payment from Owner within seven (7) calendar days after the time such payment is due, Contractor may, without prejudice to and in addition to any other legal remedies, stop Work until payment of the full amount has been received. If Contractor incurs costs or is delayed resulting from shutdown, delay, and start-up, Contractor may seek an equitable adjustment in the contract price and/or contract time.

2.4 Substantial completion of the Work shall be reached at the time Contractor (a) requests Owner to perform a walk-through inspection of the completed work; (b) Contractor schedules a final inspection by the applicable governing authority; and (c) Contractor has documented the Work with photos and/or recordings ("Substantial Completion"). Owner shall identify at the time of its inspection any punch list items to be corrected or completed to achieve Final Completion, as defined below.

2.5 Final completion shall be achieved upon the governing authority's indication that the work has passed all applicable inspections and Contractor's completion of any punch list items identified by Owner or required by the governing authority to pass inspection ("Final Completion"). At Final Completion, Contractor shall submit to Owner, if applicable: (a) a final set of any record drawings and operating and maintenance manuals; (b) product warranty documents; (c) material valuations for applicable tax-exempt projects; and (d) any appropriate lien waivers or certifications of completion reasonably requested by Owner, including releases from itself, any subcontractor, laborer, material provider, etc.

2.6 Payments due but unpaid shall bear interest from the date payment is due at the rate of the lesser of 1.5% per month or the maximum interest allowed under applicable law.

Section 3. Duties

3.1 Time is of the essence. Dynamic National Inc. shall provide Owner, within ten calendar days after receipt of an executed Agreement, scheduling estimates for commencement and completions of all aspects of Dynamic National Inc.'s work.

3.2 Dynamic National Inc. is not responsible for any delay caused in whole or in part by circumstances beyond Dynamic National Inc.'s reasonable control, including but not limited to, weather, acts of God, force majeure, fires or accidents; strikes or other differences with workers; war (whether declared or undeclared), riots or embargoes; delays by carriers; delays in shipment or receipt of materials from suppliers; or any legislative, administrative or executive law, order or requisition of the federal or any state or local government or any subdivision, department, agency, officer or official thereof. Dynamic National Inc. is not liable in any event for any damages (whether direct, general, special, incidental, consequential or other) caused by Dynamic National Inc.'s failure or delay in performance or delivery, if Dynamic National Inc. is unable, due to any cause beyond Dynamic National Inc.'s control, to supply Buyer's total demand for products. Dynamic National Inc. may allocate its available supply among Dynamic National Inc.'s customers.

3.3 Dynamic National Inc. shall schedule and select sub-contractor, material suppliers and fabricator of all materials, including any proposed to be supplied or fabricated by contract, along with the description corresponding scope of work. Dynamic National Inc. shall require its sub-contractors and equipment and material suppliers to hold General Liability Insurance and comply with all requirements set forth in this Agreement, the schedule of work and all other Contract Documents. Dynamic National Inc. shall comply with all applicable State, Federal and local laws, including worker's compensation laws and unemployment insurance coverage, tax, social security and Medicare withholding.

3.4 Dynamic National Inc. shall perform work in a prompt and diligent manner in accordance with the schedule of work. Dynamic National Inc. agrees to keep itself informed of the progress of the project and the project schedule. Should Dynamic National Inc. or Owner sustain any loss through (a) any wrongful or negligent act or omission of any other contractor or Owner or Dynamic National (b) failure of any other contractor or Owner to perform its contractual undertakings, Dynamic National Inc. or Owner, as the case may be, shall have the right to claim or cause of action against the responsible Party to recover any and all loss sustained. "Act or Omission" shall be defined to include, but not be limited to, any unreasonable interruption or delay caused by any such contractor or Owner or Dynamic National Inc.

3.5 Dynamic National Inc. shall ensure that proper supervision is present at the project site during the progress of the work. Such supervisor shall represent Dynamic National Inc. and all communications given to the supervisor will be as binding as if given to Dynamic National Inc. The supervisor shall coordinate and execute all scheduling requirements and safety meetings where Dynamic National Inc.'s work is involved.

3.6 Dynamic National Inc. shall lay out its work and be responsible for its accuracy and the placement of all inserts, embedment's, grounds and block out, etc., as required to complete the work. Dynamic National Inc. shall be responsible for repair of such items that are improperly placed unless the original work was not accurately performed by Owner. Dynamic National Inc. shall, at its best, protect against interference with any existing utilities.

3.7 Dynamic National Inc. shall be responsible for supplying its own crew drinking water, ice, and cups.

3.8 Dynamic National Inc. shall give adequate notices and receive necessary approvals, permits, and the like, pertaining to Dynamic National Inc.'s work to proper authorities for all necessary licenses, permits, governmental fees and inspections to carry out Dynamic National Inc.'s work; all taxes, including sales and/or use taxes, applicable to the performance of Dynamic National Inc.'s work as required by law and the Contract Documents and furnish a copy of said permits, licenses and inspection reports to Owner.

3.9 Dynamic National Inc. shall strictly comply and require the same strict compliance by its employees, sub-contractors and suppliers with all Federal, State and local laws, rule ordinances, codes and/or regulations governing the creation, generation, acquisition, possession, storage and disposal of hazardous materials of any nature, or any other substance or material that may be considered hazardous.

3.10 Dynamic National Inc. shall maintain its own safety program, which must meet all applicable Federal, State and/or local safety related laws and regulations. Dynamic National Inc. shall fully comply with the hazard communication standard for the construction industry and any Federal, State or local right-to-know legislation and shall transmit information to all parties concerning chemical hazards, as it pertains to Dynamic National Inc.'s work.

3.11 Dynamic National Inc., at its best attempt reasonable to the scope of work performed, shall keep the premises clean of debris resulting from the performance of Dynamic National Inc.'s work.

Section 4. Changes to the Work

4.1 If Dynamic National Inc. performs work beyond the scope set forth in the Contract Documents, pursuant to an agreement in writing by the Owner, for which Dynamic National Inc. claims extra compensation, extra compensation shall be paid by Owner. Upon the Parties' agreement to a change order, the Parties shall promptly negotiate in good faith an appropriate adjustment to the Contract Price. Acceptance of the Change Order and any adjustment in the Contract Price shall not be unreasonably withheld. If a cost or credit determination cannot be agreed upon, the cost of the change in the Work shall be determined by the reasonable actual expense incurred or savings realized in the performance of the Work resulting from the change.

Section 5. Insurance

5.1 Dynamic National Inc. shall supply insurance certificates in compliance with the following insurance requirements; listing owner as additional insured. General Liability – (1) Minimum Limit \$1 million per occurrence, \$2 million aggregate, (2) General Aggregate limits apply per project, (3) Automobile Liability, (4) Workers' Compensation

5.2 Dynamic National Inc. and/or assigned subcontractors shall be responsible for providing insurance for all its property, tools, and equipment used on the site or away from the site.

5.3 Dynamic National Inc. is responsible for materials stored off-site and must carry all-risk property coverage for such materials.

Section 6. Indemnification

6.1. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees from all claims arise from the performance of the Work, provided that such claims are attributable to bodily injury and tangible property damage, other than to the Work itself and other insured property, including reasonable attorneys' fees, costs, and expenses, but only to the extent actually caused by the negligent or acts or omissions of Contractor, subcontractors, suppliers, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Contractor shall be entitled to reimbursement of any costs, including defense costs, paid above Contractor's percentage of liability for the underlying claim to the extent provided in the section immediately below.

6.2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor, its officers, directors, or members, subcontractors, suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work or other actions by Owner, its design professionals, or others retained by Owner, but only to the extent actually caused by the negligent or intentionally wrongful acts or omissions of Owner, the design professionals, or others retained by Owner. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided in the section immediately above.

6.3 The equipment and materials used in replacing a roof are heavy, and Owner agrees, absent negligence, that Dynamic National Inc. shall not be responsible for driveway and curb damage that results from settling, compression, or inadequate support of the property's driveway and curbs. Owner agrees that, absent negligence, Dynamic National Inc. will not be responsible for structural movement, settling, damages to sheet rock or cracks in drywall, sidewalks, or driveway due to the roofing or loading process.

Section 7. Material and Installation

7.1 Delivery will be made at the project site or other place of delivery adjacent to the closest public right of way. Title and risk of loss passes to Owner upon delivery of the goods. Should Owner not be present to accept delivery, Owner authorizes Dynamic National Inc. to unload the goods and leave them at the delivery destination.

7.2 Owner may inspect goods and materials to be used in the Work upon delivery to the worksite. A failure to object to the use of the goods and materials within forty-eight (48) hours of delivery, or prior to the incorporation of the materials into the Work, whichever occurs first, shall constitute an acceptance of the goods and materials.

7.3 Where Owner requires tests or inspection not regularly provided by Dynamic National Inc., Dynamic National Inc. may charge Owner for the actual cost of such test or inspections.

Section 8. Warranty

8.1 Dynamic National Inc. warrants to Owner that services furnished under the Contract Documents will be of good quality otherwise required or permitted by the Contract Documents, that Dynamic National Inc.'s work will be free from defects not inherent in the quality required or permitted, and that Dynamic National Inc.'s work will conform with the requirements of the Contract Documents. Dynamic National Inc. agrees to promptly correct, without cost to the Owner, any and all defects due to faulty workmanship that may appear within the guarantee or warranty period established in the Contract Documents, and if no such document is stated in the Contract Documents, then such guarantees will be for a period of one year from date(s) of passed inspection. Such warranty obligation of Dynamic National Inc. includes all cost to correct work of Dynamic National Inc. or others not otherwise covered by said warranty in order to perform warranty work. Dynamic National Inc. makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether of merchantability, fitness for a particular purpose or otherwise concerning any of the services used or purchased by Dynamic National Inc.

8.2 Dynamic National Inc. is not a manufacturer. Any warranty provided by the manufacturer of any material utilized by Dynamic National Inc. is solely the manufacturer's warranty. Dynamic National Inc. makes no representation, guarantee, or warranty, express or implied, in fact or by law, whether of merchantability, fitness for a particular purpose or otherwise concerning any of the goods used or purchased by Dynamic National Inc. Dynamic National Inc. will help Owner register its roof with the manufacturer.

Section 9. Default and Termination

9.1 If either Dynamic National Inc. or Owner breaches any of its contractual obligations, the other party may serve a written notice of default to the address on the top of the first page of this agreement. The notice of default shall give the defaulting party not less than ten working days to cure the default. If the defaulting party fails to cure the default within the cure period, or if the default cannot be cured within the cure period, the other party may terminate the Agreement by delivering written notice of termination to defaulting party to the address on the top of the first page of this agreement. If the claimed breach is disputed by the breaching party, Dynamic National Inc. shall continue its work under the Agreement and the parties will commence the dispute resolution process under Section 10.1.

9.2 Owner's wrongful nonacceptance of goods, or cancellation or repudiation of this agreement for services entitles Dynamic National Inc. to recover, in addition to any incidental damages caused by Buyer's wrongful nonacceptance, cancellation or repudiation, either (i) at the time of nonacceptance, cancellation or repudiation, or goods which cannot reasonably be resold by Dynamic National Inc. to a third party, or service which have already been performed by Dynamic National Inc., the price of such goods or services; or (ii) damages equal to the profit (including reasonable overhead) which Dynamic National Inc. would have realized had Owner fully performed or, at Dynamic National Inc.'s option, ten percent (10%) of the Approved Statement of Loss or Contract price (whichever is higher) as liquidated damages (which constitute a reasonable estimate of Dynamic National Inc.'s loss and not a penalty), plus, in the case of special orders, Dynamic National Inc.'s expenses, if any, incurred prior to receipt by Dynamic National Inc. of notice of cancellation by Owner, in connection with providing special services, developing special tooling, purchase special supplies and the like.

9.3 If Dynamic National Inc. terminates the Agreement due to Owner default, Dynamic National Inc. will be entitled to recover its costs.

9.4 Notwithstanding the foregoing, any and all claims arising from Dynamic National Inc.'s work will be subject to the rights, remedies, and procedures set forth by Texas law.

Section 10. Miscellaneous

10.1 This Agreement will be governed by the local laws of the State of Texas, subject to any and all relevant law. Any legal action will be venued in the City and County of the local county which the project is located. Prior to filing a lawsuit, a party must attempt in good faith to engage in mediation with the other party.

10.2 The parties agree that a failure by either party to enforce performance by the other party of any terms, conditions, or provisions, of this Agreement will not be deemed a waiver of such terms, conditions or provisions. No waiver shall be effective unless it is in writing, signed by the waiving party. The remainder of this Agreement will not be voided by the invalidity of one or more of the terms of this Agreement.

10.3 The substantially prevailing party in any legal action between the parties relating to this Agreement may be awarded from the other party its legal costs, including reasonable attorney's fees, consultant's fees and other related expenses in connection with such action. The substantially prevailing party shall be determined by the Judge or mediator after the completion of the trial or mediation based on the final judgment, including interest allowed by law.

10.4 All notices that may or are required to be given by either party to the other shall be in writing and shall be deemed received, (a) the day of hand delivery; (b) the day of receipt of a facsimile, (c) three business days after sending by United States Mail, postage prepaid or (d) the date of transmission by e-mail to the address set forth in this Agreement.

10.5 After the roofing work is completed, Owner is responsible to make sure all ventilation pipes are protruding through the roof and are properly connected. Dynamic National Inc. is not responsible for any disconnected ventilation pipes.

10.7 Due to the condition of the property and the need to replace the roof, during the roof-replacement process, other damages to the property may occur. These issues are not readily ascertainable prior to the beginning of Dynamic National Inc.'s services. Dynamic National Inc. will do its best to detach and reset and any items located on rooftop. Building codes and good practices require that air conditioning, water, and electric lines or pipes be located a safe distance below the roof decking. Dynamic National Inc. is not responsible for nail penetrations (or any resulting damages) to air conditioning, water, or electric lines or pipes that are located closer than three inches from the bottom surface of the roof decking. Should any air conditioning, water, electric or water pipes be located on the roof, it is owner responsibility to disconnect or turn off during building and reconnect thereafter. This shall include but not limited to any cable, satellite and internet services where equipment is located on rooftop. END OF DOCUMENT



CONSTRUCTION ESTIMATE

Prepared for:

Item 5.



OWNER INFORMATION

PID13 - Country Club Park PID - City of Grand Prairie

Contact	Lindsay Dunn
Address	1 Madeline Street
City, State ZIP	Grand Prairie, TX 75052
Phone	(817) 953-2731
Email	Lindsay.Dunn@FSResidential.com
PO#	PID13-75052

CONTRACTOR INFORMATION

Bright Star Construction and Designs

Owner	Regino Martinez
Address	3510 Stonewall Road
City, State ZIP	Wylie, Texas 75098
Phone	(214) 579-2456
Email	Regino@RBrightStar.com
Project Name	PID13 Restrain Wood Fence
Completion Date	~1 Working Days

Bright Star Constuction and Designs proposes the following work near 1 Madeline St at Country Club Park PID13 according to agreement with First Service Residential and PID13 Grand Prairie.

LOCATION: Wood fence along 4000 Madeline Street on both sides. Each side is about 70 linear feet, for about 140 linear feet total.

SCOPE OF WORK (Prep): Power wash outside of wood fence from top to bottom in order to remove

existing dirt, grim, loose paint, etc. Mask nearby areas that shouldn't be painted where required.

SCOPE OF WORK (Secure): Any loose items will be screwed or nailed down where needed.

SCOPE OF WORK (Wood Repairs): No wood repairs or replacement expected.

SCOPE OF WORK (Paint): Stain/paint over fence in matching color with semi-transparent stain. Stain/paint

only on the outside of the fence. When finished removing any masking materials, haul, and dispose.

FINAL: Cleanup of all trash, hauled and disposed, and cleanup of general work areas. Expected to take ~1 working days to install once materials on hand. Change orders submitted and approval required to continue.

NOTE: .

SCOPE OF WORK AND ESTIMATE FOR TIME AND MATERIALS

	Quantity	Unit Cost		Total
Restain Wood Fence at Country Club Park PID		\$	-	\$ -
-		\$	-	\$ -
East side of street, 65 linear feet	65	\$	16.71	\$ 1,086.15
-		\$	-	\$ -
West side of street, 67 linear feet	67	\$	16.71	\$ 1,119.57
-		\$	-	\$ -
Semi-transparent stain, outside, matching color		\$	-	\$ -
Nail or screw down any loose areas		\$	-	\$ -
No wood repairs at this time		\$	-	\$ -
Prep with power wash surfaces		\$	-	\$ -
-		\$	-	\$ -
-		\$	-	\$ -
-		\$	-	\$ -
TOTAL DAYS of WORK, Approximate	1	\$	-	\$ -
Project Manager Oversight Labor	1	\$	-	\$ -
Total for Above Work			\$	2,205.72

Total price includes labor, equipment and materials to be installed in a good workmanlike manner.

Regino Martinez

Friday, November 17, 2023

Submitted by (Regino Martinez, General Contractor)

Date

OWNER ACCEPTANCE

Owner does accept the above scope of work and proposed estimate; to be completed in above listed timeframe for the amount listed above on Total Job Cost. Any alteration or deviation from above specifications involving extra labor and/or materials costs become an extra charge over the agreed amount. No statement, arrangement, or understanding, expressed or implied not contained herein will be recognized. All materials are guaranteed to be as specified and to carry manufacturer's warranty. Proposal may be withdrawn if not accepted within 30 days.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: March 4, 2024

REQUESTER: Lee Harriss

PRESENTER: Richard Caskey, President

TITLE: Discussion of Budget to Actual Financial Report for February 23, 2024

Budget/Actual Report for Fiscal 2024
322392
Country Club Park Public Improvement District
as of 2/23/24 Preliminary

	<u>10/1/2023 - 9/30/2024</u>				<u>Current Month</u>
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>	<u>% Used</u>	
		322392			
Beginning Resource Balance	137,000	238,455.87			
Revenues					
Spec Assess Delinquent	42610	-	251.34	251.34	0%
Special Assessment Income	42620	155,144	133,613.70	(21,530.30)	86%
Interest On Pid Assessment	42630	-	31.27	31.27	0%
Insurance Recovery Property	42770	-	-	-	0%
Lease Revenue	45500	-	-	-	0%
Devlpr Particip/Projects	46110	-	-	-	0%
Miscellaneous	46395	-	-	-	0%
Interest Earnings	49410	-	-	-	0%
Int Earnings - Tax Collections	49470	-	-	-	0%
Trnsfr-In Strt Cap Proj (4001)	49625	-	-	-	0%
Trsf-In Risk Mgmt Funds (Prop	49686	-	-	-	0%
Trsf In/Parks Venue (3170)	49780	-	-	-	0%
Total Revenues	155,144	133,896.31	(21,247.69)	86%	-
Expenditures					
Office Supplies	60020	1,000	-	1,000.00	0%
Decorations	60132	20,000	10,920.00	9,080.00	55%
Public Relations	60160	1,000	-	1,000.00	0%
Beautification	60490	30,000	91.24	29,908.76	0%
Wall Maintenance	60776	20,000	590.58	19,409.42	3%
Professional Engineering Servi	61041	-	-	-	0%
Security	61165	-	-	-	0%
Mowing Contractor	61225	25,000	-	25,000.00	0%
Legal Services	61360	-	-	-	0%
Collection Services	61380	1,624	1,621.10	2.90	100%
Miscellaneous Services	61485	100	464.80	(364.80)	465%
Fees/Administration	61510	18,000	6,000.00	12,000.00	33%
Postage And Delivery Charges	61520	5,000	-	5,000.00	0%
Light Power Service	62030	1,500	433.44	1,066.56	29%
Water/Wastewater Service	62035	6,000	2,179.02	3,820.98	36%
Bldgs And Grounds Maintenance	63010	-	-	-	0%
Mailbox Maintenance	63042	5,000	-	5,000.00	0%
Irrigation System Maintenance	63065	15,000	-	15,000.00	0%
Decorative Lighting Maintenanc	63146	2,000	28,109.84	(26,109.84)	1405%
Property Insurance Premium	64080	450	685.00	(235.00)	152%
Liability Insurance Premium	64090	450	627.67	(177.67)	139%
Fencing	68061	-	-	-	0%
Architect'L/Engineering Servcs	68240	-	-	-	0%
Landscaping	68250	40,000	-	40,000.00	0%
Irrigation Systems	68635	-	-	-	0%
Lighting	68637	-	-	-	0%
Lease Payment (Cameras)	68901	54,000	-	54,000.00	0%
Lease Interest Expense	91000	-	-	-	0%
Loss On Debt Write-Off	95030	-	-	-	0%
Total Expenditures	246,124	51,722.69	194,401.31	21%	3,226.74
Ending Resource Balance	46,020	320,629.49			

Country Club Park Public Improvement District

These are Country Club Park PID assessments collected from PID residents to pay for PID maintenance.

Budget/Actual Report for Fiscal 2024
322392
Country Club Park Public Improvement District
as of 2/23/24 Preliminary

	10/1/2023 - 9/30/2024					Difference	Current Month
	Budget	Actual					
		Country Club Park CCPID 322392	Candler Park CCPCP	Hunters Glen CCPHG	Total		
Beginning Resource Balance	137,000				238,455.87		
Revenues							
Spec Assess Delinquent	42610	-			251.34	251.34	-
Special Assessment Income	42620	155,144			133,613.70	(21,530.30)	-
Interest On Pid Assessment	42630	-			31.27	31.27	-
Insurance Recovery Property	42770	-			-	-	-
Lease Revenue	45500	-			-	-	-
Devlpr Particip/Projects	46110	-			-	-	-
Miscellaneous	46395	-			-	-	-
Interest Earnings	49410	-			-	-	-
Int Earnings - Tax Collections	49470	-			-	-	-
Tnsfr-In Strt Cap Proj (4001)	49625	-			-	-	-
Trsfr-In Risk Mgmt Funds (Prop)	49686	-			-	-	-
Trsf In/Parks Venue (3170)	49780	-			-	-	-
Total Revenues	155,144				133,896.31	(21,247.69)	-
Expenditures							
Office Supplies	60020	1,000	-	-	-	1,000.00	-
Decorations	60132	20,000	5,220.00	3,220.00	2,480.00	10,920.00	9,080.00
Public Relations	60160	1,000	-	-	-	1,000.00	-
Beautification	60490	30,000	91.24	-	-	91.24	29,908.76
Wall Maintenance	60776	20,000	-	590.58	-	590.58	19,409.42
Professional Engineering Servi	61041	-	-	-	-	-	-
Security	61165	-	-	-	-	-	-
Mowing Contractor	61225	25,000	-	-	-	-	25,000.00
Legal Services	61360	-	-	-	-	-	-
Collection Services	61380	1,624	1,621.10	-	-	1,621.10	2.90
Miscellaneous Services	61485	100	410.20	-	54.60	464.80	(364.80)
Fees/Administration	61510	18,000	4,776.00	612.00	612.00	6,000.00	12,000.00
Postage And Delivery Charges	61520	5,000	-	-	-	-	5,000.00
Light Power Service	62030	1,500	295.25	86.88	51.31	433.44	1,066.56
Water/Wastewater Service	62035	6,000	1,633.54	-	318.74	2,179.02	3,820.98
Bldgs And Grounds Maintenance	63010	-	-	-	-	-	-
Mailbox Maintenance	63042	5,000	-	-	-	-	5,000.00
Irrigation System Maintenance	63065	15,000	-	-	-	-	15,000.00
Decorative Lighting Maintenan	63146	2,000	27,913.84	-	196.00	28,109.84	(26,109.84)
Property Insurance Premium	64080	450	385.00	165.00	135.00	685.00	(235.00)
Liability Insurance Premium	64090	450	492.11	73.49	62.07	627.67	(177.67)
Fencing	68061	-	-	-	-	-	-
Architect'L/Engineering Servcs	68240	-	-	-	-	-	-
Landscaping	68250	40,000	-	-	-	-	40,000.00
Irrigation Systems	68635	-	-	-	-	-	-
Lighting	68637	-	-	-	-	-	-
Lease Payment (Cameras)	68901	54,000	-	-	-	-	54,000.00
Lease Interest Expense	91000	-	-	-	-	-	-
Loss On Debt Write-Off	95030	-	-	-	-	-	-
Total Expenditures	246,124	42,838.28	4,747.95	3,909.72	51,722.69	194,401.31	3,226.74
Ending Resource Balance	46,020				320,629.49		

Country Club Park Public Improvement District

These are Country Club Park PID assessments collected from PID residents to pay for PID maintenance.