

## AGENDA

### FLOWER MOUND TOWN COUNCIL REGULAR MEETING

FEBRUARY 15, 2016

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

6:00 P.M.

\*\*\*\*\*

An agenda information packet is available online at [www.flower-mound.com/AgendaCenter](http://www.flower-mound.com/AgendaCenter)

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*Please silence or turn off all electronic devices in the Council Chambers.*

**A. CALL MEETING TO ORDER**

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG**

*"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."*

**D. PRESENTATIONS**

1. Presentation and update by Keep Flower Mound Beautiful

**E. PUBLIC PARTICIPATION**

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

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

**F. ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

**G. TOWN MANAGER'S REPORT**

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.
3. Update and discussion on Density Gap.
4. Update and discussion on using the Town's video copter (drone) to monitor development impacts on tree canopy.

**H. FUTURE AGENDA ITEMS**

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

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### I. COORDINATION OF CALENDARS

1. The next Town Council meeting is scheduled for February 18<sup>th</sup>, joint work session with the Environmental Conservation Commission (ECC).

### J. CONSENT AGENDA - Consent Items

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

1. **Minutes 2/1** - Consider approval of the minutes from a regular meeting of the Town Council held on February 1, 2016.
2. **Calling General/Special Election** - Consider approval of a resolution of the Town of Flower Mound, Texas calling for a General Election to be held on May 7, 2016, for the offices of Mayor, Town Council Place 2, and Town Council Place 4; and a Special Election for the office of Town Council Place 1, on this same date
3. **Budget amendment** - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015, and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance No. 70-15 and Ordinance No. 04-16 for an adjustment to the Utility Fund.
4. **Electric supply agreement** - Consider approval of a resolution of the Town Council of the Town of Flower Mound, Texas, authorizing the Texas Coalition for Affordable Power (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018.
5. **Truck purchase** - Consider approval of the purchase of a new Super Duty, Regular Cab, 4x4, Cab/Chassis w/Brush-Chip Tree Care Body for the Parks Department from Sam Pack's Five-Star Ford through the Texas Local Government Purchasing Cooperative program, in the total amount of \$62,182.00.
6. **Car purchase** - Consider approval of the purchase of two (2) new 2016 Ford Interceptor Sedans for the Police Department from Sam Pack's Five-Star Ford through the Texas Local Government Purchasing Cooperative program, in the total amount of \$98,456.34.
7. **SIM membership fee** - Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound by amending Article I, "In General" of Chapter 54 "Parks and Recreation" of the Code of by amending Sections 54-2(d)(1-3) and adding Section 54-2(d)(4), entitled "Seniors in Motion", and by amending Appendix A "Fee Schedule" Section 54-2(d) "Seniors in Motion Membership Fee" to change the calendar year annual fee to a twelve month pass and add a day pass for the Seniors in Motion program.
8. **Alcohol approval** - Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Casino Night.

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9. **CIP amendment** - Consider approval of Amendment No. 3 to the Fiscal Year 2015-2016 Capital Improvement Program.
10. **Oncor street lights** - Consider approval of 14 Decorative Street Lights and an agreement with Oncor to provide the fixtures and provide for maintenance service of same in the amount of \$25,528.57 and authorize the Mayor to execute same on behalf of the Town.
11. **Turn Lanes (FM 1171)** - Consider approval of the Final and Change Order No. 1 for the construction of the Flower Mound Road Turn Lanes at Native Oak Drive and Auburn Turn Lane at FM 1171 project, amending the contract with 3D Paving and Contracting, LLC., for a decrease in the contract amount of \$29,032.40; acceptance of the project; and authorization of final payment to the contractor, 3D Paving and Contracting, LLC., in the amount of \$20,287.57; and authorization for the Mayor to execute same on behalf of the Town.
12. **Easement abandonments** - Consider approval of an Ordinance for the release and abandonment of three easements located on a 50 acre tract located within the City of Grapevine and Town of Flower Mound limits that is owned by Grapevine; and authorization for the Mayor to execute same on behalf of the Town.
13. **PSA turn lane project (FM1171 @ FM2499)** - Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 1171 at FM 2499 East Bound Right Turn Lane project in the amount of \$52,000.00; and authorization for the Mayor to execute same on behalf of the Town.

### K. REGULAR ITEMS

14. **Protest resolution** - Consider approval of a Resolution protesting the proposed sale by the United States Department of the Interior, Bureau of Land Management of minerals encompassing the Lake Lewisville area for oil and gas development and directing the Town Attorney to submit the protest on behalf of the Town.
15. **Minors curfew** **Public Hearing**  
The first of two Public Hearings to review Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew."
16. **Calling special election – Charter** **Public Hearing**  
Public Hearing to consider approval of an ordinance of the Town of Flower Mound, Texas calling for a special election to be held on May 7, 2016, for the purpose of submitting Charter amendments to the voters.
17. **Mi Dia - tree removal** **Public Hearing**  
Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Mi Dia. The property is generally located west of Long Prairie Road and south of West Windsor Drive.

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*(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 2, 2016, meeting).*

18. **Hawks Hill (DP14-0009)** - Consider a request for a Development Plan (DP14-0009 – Hawks Hill) to develop a non-residential subdivision. The property is generally located south of Waketon Road and west of Long Prairie Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its February 8, 2016, meeting.)*
19. **Food establishment variances** - Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound by amending Chapter 18, "Businesses", Article III "Food and Food Establishments", by amending Section 18-92 to adopt the updated Texas Food Establishment Rules from the Texas Department of State Health Services, and adopting a new Section 18-127 to establish a variance process to allow dogs on patios of permitted food establishments, and by amending Appendix A "Fee Schedule", relative to adding a permit fee for the variance application.
20. **Emerson Lane fencing** - Consider Town participation options for proposed Emerson Lane Screening Fence/Guardrail Installation.

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

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

**M. CLOSED MEETING**

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

- a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.

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d. Consultation with Attorney as follows:

1. Hillside at Flower Mound Development by Rembert Enterprises, Inc.

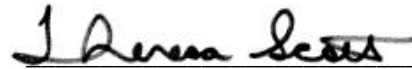
Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.

**N. RECONVENE TO REGULAR MEETING**

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

**O. ADJOURN MEETING**

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: February 12, 2016, at 12:15p.m., at least 72 hours prior to the scheduled time of said meeting.



**Theresa Scott, Town Secretary**

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at (972) 874-6076.



## TOWN COUNCIL AGENDA ITEM NO. 1

### CONSENT ITEM

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**DATE:** February 15, 2016

**FROM:** Theresa Scott, Town Secretary

**ITEM:** Consider approval of the minutes from a regular meeting of the Town Council held on February 1, 2016.

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**BACKGROUND INFORMATION:** The Town Council held a regular meeting on February 1, 2016.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**Proposed Expenditure:**

**Account Number(s):**

**Finance Review by:** N/A

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. Draft minutes

**RECOMMENDATION:** Move to approve the minutes from a regular meeting of the Town Council held on February 1, 2016.

**FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 1, 2016 BOOK 44 PAGE 1**

**THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 1ST DAY OF FEBRUARY 2016, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.**

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

|                |                       |
|----------------|-----------------------|
| Tom Hayden     | Mayor                 |
| Steve Dixon    | Mayor Pro Tem         |
| Itamar Gelbman | Deputy Mayor Pro Tem  |
| Mark Wise      | Councilmember Place 1 |
| Bryan Webb     | Councilmember Place 2 |
| Kevin Bryant   | Councilmember Place 3 |

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

|                 |                                            |
|-----------------|--------------------------------------------|
| Theresa Scott   | Town Secretary                             |
| Bryn Meredith   | Town Attorney                              |
| Jimmy Stathatos | Town Manager                               |
| Debra Wallace   | Assistant Town Manager/CFO                 |
| Gary Sims       | Executive Director of Community Services   |
| Doug Powell     | Executive Director of Development Services |
| Ken Parr        | Executive Director of Public Works         |
| Tommy Dalton    | Director of Strategic Services             |
| Chuck Jennings  | Director of Parks and Recreation           |

**A. CALL REGULAR MEETING TO ORDER**

Mayor Hayden called the regular meeting to order at 6:00 p.m.

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

Chaplain McNamer gave the invocation and Mayor Hayden led the pledges.

**D. PUBLIC PARTICIPATION**

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

|    | Speaker names and address       | Subject <i>(as written on the speaker form)</i>      |
|----|---------------------------------|------------------------------------------------------|
| 1. | Al Picardi, 1525 Lindby         | Star trees, Easter sunrise service, Library property |
| 2. | Carol Kohankie, 4312 Lauren Way | Property for a nature preserve                       |

**E. ANNOUNCEMENTS**

Councilmember Webb announced that the Flower Mound High School Robotics Team took first place in regionals and they are advancing to state. He also announced the Flower Mound High School Swim and Dive team swept the district and are advancing to regionals.

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Councilmember Bryant welcomed the Flower Mound Citizens Academy participants that were in attendance.

Councilmember Dixon provided a statement of fact related to Ms. Kohankie's comment about a nature preserve. He also reported on a positive experience at the Carvel Brazilian Steakhouse, located in Lakeside DFW.

**F. TOWN MANAGER'S REPORT****Update and discussion on:**

1. Update and status report related to capital improvement projects.

Mr. Stathatos gave an update/report on the following CIP projects:

- Sagebrush road construction
- Dog park
- Heritage Park Phase II

2. Update and discussion on Economic Development projects.

Mr. Stathatos gave a report on the following ED projects:

- Mercedes Benz update and the economic development impact
- Paradise Bistro opening next week in Lakeside DFW
- Chick Fil A at Founder's Square will soon be temporarily closed for a remodel
- Gloria's anticipated to open in March

3. Update on use of a temporary location for the Farmers Market.

There was discussion relative to requirements associated with allowing a Farmer's Market at the temporary location of the parking lot of the former senior center.

Mr. Meredith offered legal options, specifically as it relates to zoning, to go forward with text amendment changes, noting it would need to go to P & Z first.

Mr. Stathatos, Mr. Meredith, or Ms. Wallace responded to questions or comments from Council as follows:

- Clarification regarding the special events permit process
- Who would manage it
- How would it be structured (lease, fees, etc.)
- How would a vendor be selected
- How many vendors and what types of vendors would be allowed (produce, crafts, etc)
- What was the wisdom in the past where the Town was limited to six events for a special event permit
- If the Town is exempt from the special event permit

Councilmember Webb clarified that the direction is to go forward with a text change that would amend the zoning to provide for a Farmers Market to be a permitted land use held at the discretion of the Town on any Town owned property

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without any limitation as to frequency, and then staff would come back with the mechanics as to how to make it happen.

4. Update on potential Hands free only ordinance for cell phone in vehicles.

Mr. Stathatos pointed out that this is an item for discussion on a future strategic planning session. He also pointed out that often times it's hard to enforce and there is a lot of due diligence that needs to take place. He indicated that staff is seeking a confirmation of the direction of Council prior to routing the topic to the Transportation Commission.

There was Council discussion or comments as follows:

- Importance in having it in place
- What other cities have enacted ordinances and what is their feedback
- Interest in knowing all of the unintended consequences to understand exactly what the Town is getting into
- Interest in having the discussion, however, concerns regarding government intervening and the enforcement component
- Interest in knowing why the state opted not to go forward at the last two sessions

Mr. Stathatos summarized that the direction from Council is to take it to the Transportation Commission, have them review it, and simultaneously Chief Kancel and his staff will reach out to communities who have passed it to get some feedback, and then it will come back to Council.

5. Other

Mr. Stathatos gave an update on the refuge Request for Proposal (RFP).

Mr. Stathatos responded to questions from Council as follows:

- Interest in educating the participants of the FMCA to help them understand the income versus the expense in certain things, and potentially through illustrations or charts, and especially in the specialty fund.
- The use of drones or aerial photography at different stages in developments during the development process to better calculate the tree canopy going forward.

**G. FUTURE AGENDA ITEMS**

1. As discussed during the Town Manager report.

**H. COORDINATION OF CALENDARS**

1. Mayor Hayden announced that the next Town Council meeting is a scheduled for February 15, 2016, and with a joint work session with ECC that same week on Thursday.

**FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 1, 2016 BOOK 44 PAGE 4****I. CONSENT ITEMS**

1. Consider approval of the minutes from a regular meeting of the Town Council held on January 21, 2016.

**RECOMMENDATION:** Move to approve the minutes from a regular meeting of the Town Council held on January 21, 2016.

2. Consider approval of canceling the March 7, 2016, regular meeting of the Town Council.

**RECOMMENDATION:** Move to approve canceling the March 7, 2016, regular meeting of the Town Council.

3. Consider approval of canceling the July 4, 2016, regular meeting of the Town Council.

**RECOMMENDATION:** Move to approve canceling the July 4, 2016, regular meeting of the Town Council.

4. Consider canceling the August 1st, regular meeting of the Town Council and rescheduling to August 4, 2016, and canceling the August 18th, work session of the Town Council and rescheduling to August 11, 2016.

**RECOMMENDATION:** Move to approve canceling the August 1st, regular meeting of the Town Council and rescheduling to August 4, 2016, and canceling the August 18th, work session of the Town Council and rescheduling to August 11, 2016.

5. Consider approval of canceling the September 5, 2016, regular meeting of the Town Council and calling a regular meeting on September 6, 2016.

**RECOMMENDATION:** Move to approve canceling the September 5, 2016, regular meeting of the Town Council and calling a regular meeting on September 6, 2016.

6. Transition Existing Town Buildings to SmartStruxture Building Management System.

**RECOMMENDATION:** Move to approve migrating existing Town buildings to SmartStruxture Building Management System.

7. Consider approval of a Professional Services Agreement with ByWater Solutions to support Integrated Library System software.

**RECOMMENDATION:** Move to approve a Professional Services Agreement with ByWater Solutions to support Integrated Library System software and authorize the Mayor to execute the same on behalf of the Town.

8. Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015 and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance 70-15 for adjustments to the General Fund.

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**RECOMMENDATION:** Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015 and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance 70-15 for adjustments to the General Fund.

**ORDINANCE NO. 04-16**

**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, 2015, AND ENDING ON SEPTEMBER 30, 2016, AS ADOPTED BY ORDINANCE NO. 52-15 AND AMENDED BY ORDINANCE NO. 70-15, 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; PROVIDING FOR PUBLICATION; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

9. Consider approval of the purchase of Phase II of the Public Safety portable and mobile radios, the update and upgrade of the radio system in the Police Department Communications Center, and the upgrade and remodel of the Communications Center.

**RECOMMENDATION:** Move to approve the purchase of Phase II of the Public Safety portable and mobile radios, the update and upgrade of the radio system in the Police Department Communications Center, and the upgrade and remodel of the Communications Center.

10. Consider approval of the purchase of mobile command vehicle by the Flower Mound Police and Fire Department.

**RECOMMENDATION:** Move to approve the purchase of mobile command vehicle by the Flower Mound Police and Fire Department.

11. Consider approval of Amendment No. 2 to the Fiscal Year 2015-2016 Capital Improvement Program.

**RECOMMENDATION:** Move to approve Amendment No. 2 to the Fiscal Year 2015-2016 Capital Improvement Program.

12. Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, for the construction materials testing associated with the Oak Drive Water Main Replacement project, in the amount of \$40,125.00; and authorization for the Mayor to execute same on behalf of the Town.

**RECOMMENDATION:** Move to approve a Professional Services Agreement with Alliance Geotechnical Group, for the construction materials testing associated with the Oak Drive Water Main Replacement project, in the amount of \$40,125.00; and authorization for the Mayor to execute same on behalf of the Town.

Mayor Pro Tem Dixon moved to approve by consent Items 1 – 12. Councilmember Bryant seconded the motion. Each item, as approved by consent, is restated above along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

**VOTE ON MOTION:***Motion passed***AYES: WISE, WEBB, BRYANT, DIXON, GELBMAN****NAYS: NONE****J. REGULAR ITEMS**

13. Consider approval of naming the park property located on the 22-acre tract adjacent to Dunham Road as Dunham Ranch Athletic Complex.

**Staff Presentation**

Mr. Jennings gave a presentation identifying or noting:

- Background information
- PALS Board recommendation and how they decided on the proposed name of Dunham Ranch Athletic Complex
- Aerial view of park land

Mr. Jennings responded to questions or comments from Council as follows:

- How many fields are anticipated
- Will the fields be lighted

Gloria Jones, Chair of the Parks, Arts, and Library Services Board offered her comments related to the work of the committee and how they selected the name.

Mayor Pro Tem Dixon moved to approve naming the park property located on the 22-acre tract adjacent to Dunham Road as the Dunham Ranch Recreational Area. Deputy Mayor Pro Tem Gelbman seconded the motion.

There was Council Discussion as follows:

- Interest in putting a community garden in at this location
- The main aspect is recognizing the history of the property and how that is done with Dunham and ranch in the name
- Support for the Dunham Ranch name; however, hesitant on calling it an athletic complex in the name because it would limit the use for that purpose. For that reason an alternative name of Dunham Ranch Recreational Area/Complex was proposed.
- Did the committee think about recreational instead of athletic

**VOTE ON MOTION:***Motion passed***AYES: GELBMAN, DIXON, BRYANT, WEBB, WISE****NAYS: NONE**

14. Public Hearing to consider a request for rezoning (ZPD15-0006 – The Conservatory Estates) from Agricultural District (A) to Planned Development District No. 140 (PD-140) for a cluster development, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Freeman Road and north of Cross Timbers Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its January 25, 2016, meeting.)*

**Staff Presentation**

Mr. Powell gave a presentation identifying or noting:

- Site location
- Detailed location
- Comments from P & Z related to open space
- Road alignment relative to FM 1171
- Open space plan
- Map that demonstrates slope
- Topographic map
- Development agreement inclusions
- Clarification regarding the cluster development process

Mr. Powell responded to questions from Council as follows:

- Why should the Town consider a reduction in parkland dedication fees

**Applicant Presentation**

Katie Lucas, G & A Consultants, representing their client RACO Development

Ms. Lucas gave a presentation identifying or noting:

- Background information about RACO
- Project timeline
- Land Use plan
- Zoning and the proposed change to cluster development
- Town trail map
- Aerial of property
- Existing conditions
- Environmental protection plan
- Preliminary concept plan
- Proposed concept plan
- Zoning concept plan
- Representative amenities
- Perspective rendering
- Representative amenities – entry features
- Representative amenities – locations, conservatory building
- Landscape plan
- Tree survey
- Existing site conditions
- Open space management plan
- Environmental protection plan (version 1 and 2)
- ECC meeting - July 7, 2015
- Freeman Road exhibits
- Examples – residential
- Concept plan

Raymond Chandler, one of the principal owners of RACO Development, Colleyville, TX

*Administrative note: Mr. Chandler offered his comments during the public hearing segment for this item.*

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Mr. Chandler provided comments as follows:

- Background information
- What is anticipated for the project
- How they have saved 78% of the trees on the site and how they will be planting upwards of 400 trees as part of the landscaping, noting that it calculates to eight acres of trees
- Value of the homes, noting they will start at about \$1.2 million
- Ability to replat should a homeowner want to acquire an adjacent lot
- Light fixtures throughout subdivision will be directed downward instead of toward the sky
- The conservatory will be a meeting place for the homeowners

Mr. Chandler responded to questions from Council as follows:

- Would like to see something more than 1.6 per acre on the density
- Clarification about the ponds in relation to the development plan
- Clarification that the open space will be managed by the HOA

Mayor Hayden opened the Public Hearing at 7:11 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

| <b>Support:</b><br><b>Comments/Questions</b>   | <b>Opposition:</b><br><b>Comments/Questions</b> | <b>Question(s)/Comments Only</b> |
|------------------------------------------------|-------------------------------------------------|----------------------------------|
| Carol Kohankie, 4312 Lauren Way                | None                                            | None                             |
| Raymond Chandler, 7001 Lismore Ct, Colleyville |                                                 |                                  |

Mayor Hayden closed the Public Hearing at 7:19 p.m.

There was Council discussion and comments as follows:

- Background information when the concept of cluster development was initially introduced
- The concept of how many lots per acre
- How the fee waivers are the incentives for the developer
- Elements of the project that are attractive and appreciated
- How the concept of conservation development is a win-win for both the developer and the Town of Flower Mound
- How the concept will flow nicely with Tour 18

Mayor Pro Tem Dixon moved to approve a request for rezoning (ZPD15-0006 – The Conservatory Estates) from Agricultural District (A) to Planned Development District No. 140 (PD-140) for a cluster development, and adopt an ordinance providing for said amendment. Councilmember Bryant seconded the motion.

## ORDINANCE NO. 05-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 103.225 ACRES OF LAND SITUATED IN THE NATHANIEL E. THOMPSON SURVEY FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 140 (PD-140) FOR SINGLE FAMILY RESIDENTIAL USES WITH CLUSTER DEVELOPMENT STANDARDS IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

## VOTE ON MOTION:

*Motion passed*

AYES: WISE, WEBB, BRYANT, DIXON, GELBMAN

NAYS: NONE

15. Consider a request for a Development Plan (DP15-0001 – The Conservatory Estates) to develop a residential subdivision, and acceptance of cash in lieu of land in the amount of \$70,425.60 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$88,832.00, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located west of Freeman Road and north of Cross Timbers Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its January 25, 2016, meeting.)*

Mayor Pro Tem Dixon moved to approve a Development Plan (DP15-0001 – The Conservatory Estates) to develop a residential subdivision, and acceptance of cash in lieu of land in the amount of \$70,425.60 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$88,832.00, subject to the terms and conditions in the attached Development Agreement, and authorize Mayor to execute same on behalf of the Town. Councilmember Bryant seconded the motion.

There was Council discussion as follows:

- Open space will be managed by the HOA
- Pleased to see projects come forward in the conservation area that correspond with the Master Plan

**VOTE ON MOTION:***Motion passed***AYES: GELBMAN, DIXON, BRYANT, WEBB, WISE****NAYS: NONE**

16. Public Hearing to consider a request for a Specific Use Permit No. 442 (SUP15-0025 - Crossfire) to permit an indoor shooting range, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Long Prairie Road and east of Gerault Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its January 25, 2016, meeting)*

**Staff Presentation**

Mr. Powell gave a presentation identifying or noting:

- General and detailed location
- Southgate – regulating plan
- Photos of the site
- Conceptual plan for the property
- The reason why the item is before Council (Specific Use Permit requirement)
- Comments that were made at P & Z
- They will need to come back for a site plan in the future
- Land plan for the building
- Conceptual elevations

**Applicant Presentation**

No applicant presentation.

Mayor Hayden opened the Public Hearing at 7:41 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

| <b>Support:</b><br><b>Comments/Questions</b> | <b>Opposition:</b><br><b>Comments/Questions</b> | <b>Question(s)/Comments Only</b> |
|----------------------------------------------|-------------------------------------------------|----------------------------------|
| Carol Kohankie, 4312 Lauren Way              | None                                            | None                             |
| Jim Engel, 5110 Bayberry St.                 |                                                 |                                  |
| Mike Upchurch, 2708 Winding Path Way         |                                                 |                                  |
| Don Gilmore, 5300 Kensington Ct              |                                                 |                                  |
| Warner Watkins, 2800 London Ln               |                                                 |                                  |
| Jason Webb, 2445 Creekhaven Dr               |                                                 |                                  |
| Kaitlyn Vaught, 2208 Lake Lugano             |                                                 |                                  |

Mayor Hayden closed the Public Hearing at 7:49 p.m.

Councilmember Webb moved to approve a Specific Use Permit No. 442 (SUP15-0025 – Crossfire) to permit an indoor shooting range, and adopt an ordinance providing for said amendment. Councilmember Bryant seconded the motion.

### **ORDINANCE NO. 06-16**

**AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 442 (SUP-442) FOR AN INDOOR SHOOTING RANGE ON CERTAIN PROPERTY DESCRIBED AS 3.983 ACRES OF LAND IN THE J. TURNER SURVEY AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 134 (PD-134) WITH BOTH NON-RESIDENTIAL AND RESIDENTIAL USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

#### **VOTE ON MOTION:**

*Motion passed*

**AYES: WISE, WEBB, BRYANT, DIXON, GELBMAN**

**NAYS: NONE**

17. Consider approval of an ordinance for the Home Improvement Incentive program.

#### **Staff Presentation**

Ms. Wallace gave a presentation identifying or noting:

- The purpose of the program
- Background information
- What the program entails
- How the program is modeled after the City of Richardson
- Video from the City of Richardson and their home improvement program
- Details associated with the program
- Example based on the structure of the Flower Mound program and the associated incentive

Ms. Wallace or Mr. Meredith responded to questions or comments from Council as follows:

- What happens when the \$50,000 is used up
- Two year versus one year and fund appropriations
- Is there a requirement for how long they have owned the property

There was Council discussion as follows:

- Opportunity to revitalize some of our older neighborhoods
- Interest in having a cap amount
- Interest in targeting non HOA areas
- Implement with a going in home value of \$375,000 – 400,000
- Not interesting in using the program to install swimming pools

**FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 1, 2016 BOOK 44 PAGE 12**

- Reassess after a year or two to see who has been using it, with the hope it will be young families wanting to do a fixer upper
- Okay with using a homestead exemption in that the property has to have been declared a homestead exemption, as it allows the funds to be spread out more
- Interest in having Flower Mound residents be the preferred beneficiary of the incentive
- \$100,000 house versus \$500,000 house and potentially a tier system as to what can be arranged
- Personal experience relative to the Richardson example
- Consideration down the road would be to limit it to one person
- The goal is to put the carrot out there to a person that is willing to do it, which will encourage the neighbors to also apply for the incentive

There was Council consensus to support the program with the understanding it can be tweaked over time if need be.

Mayor Pro Tem Dixon moved to approve a Home Improvement Incentive program, and related 380 agreement and ordinance. Deputy Mayor Pro Tem Gelbman seconded the motion.

**ORDINANCE NO. 07-16**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," OF THE CODE OF ORDINANCES BY ADDING SECTION 14-2, "HOME IMPROVEMENT INCENTIVE PROGRAM"; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**VOTE ON MOTION:***Motion passed***AYES: GELBMAN, DIXON, BRYANT, WEBB, WISE****NAYS: NONE****18. Discuss and consider Town Charter amendment proposals.**

Ms. Scott provided information relative to potential Charter amendments as it relates to the Parks, Arts, and Library Services Board.

Mr. Meredith provided information relative to potential Charter amendments due to legislation that took place in 2013 that forbids municipalities from prohibiting employees for running for public office, and how the Charter currently contains two provisions on the topic.

There was Council discussion as follows:

- Doesn't like when Town ordinances or the Charter conflict with state law
- Possibility of having a blanket statement that state law preempts the Charter
- Address the Charter amendments with a deliberative process with a Charter Review Commission, which would include other items for consideration as well

**FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 1, 2016 BOOK 44 PAGE 13**

- The high level of drama recently experienced and not interested in adding to that drama
- Have a Charter Review Commission in place in another year or two
- The impact of putting something on the ballot without a Charter Review Commission could be perceived as increasing the drama
- How the items mentioned are purely clean-up and presses the pause button
- Why is the recommending body of the PALS Board spelled out in the Charter
- How ultimately the voters decide
- Changes presented are so minor and blocks voting on other amendments for two years
- Interest in having it come forward as a public hearing item to allow for input on that item
- Unknown reasons for PALS and Planning and Zoning being referenced in the Charter in the first place

Mr. Meredith responded to questions from Council regarding:

- Timing
- The reference to boards in the Charter (not necessary)
- Possibility of having wording as it relates to a suspension of service for board members while running for office

Three members of Council (Dixon, Wise, Bryant) were in agreement to go forward with the proposed amendments, primarily to bring the Town into compliance.

**K. BOARDS/COMMISSIONS (Executive Conference Room)**

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

**L./M. CLOSED/OPEN MEETING**

The Town Council convened into a closed meeting at 8:41 p.m. on February 1, 2016, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, and reconvened into an open meeting at 8:51 p.m. on February 1, 2016, to take action on the items as follows:

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

No action taken.

**FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 1, 2016 BOOK 44 PAGE 14**

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

No action taken.

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

No action taken.

- d. Consultation with Attorney as follows:

- 1. Hillside at Flower Mound Development by Rembert Enterprises, Inc.

No action taken.

**N. ADJOURN REGULAR MEETING**

Mayor Hayden adjourned the meeting at 8:51 p.m. on Monday, February 1, 2016, and all were in favor.

**TOWN OF FLOWER MOUND, TEXAS**

\_\_\_\_\_  
**THOMAS E. HAYDEN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**THERESA SCOTT, TOWN SECRETARY**



## TOWN COUNCIL AGENDA ITEM NO. 2

### CONSENT ITEM

**DATE:** February 15, 2016

**FROM:** Theresa Scott, Town Secretary

**ITEM:** Consider approval of a resolution of the Town of Flower Mound, Texas calling for a General Election to be held on May 7, 2016, for the offices of Mayor, Town Council Place 2, and Town Council Place 4; and a Special Election for the office of Town Council Place 1, on this same date.

**BACKGROUND INFORMATION:** The Town's General Election was previously held on the second Saturday in May. This date was changed to the first Saturday in May as a result of the 84<sup>th</sup> Texas Legislative Session (2015). Mayor, Council Member Place 2, and Council Member Place 4, shall be elected at the general election in even-numbered years.

The Special Election is for the purpose of filling a vacancy for the unexpired term of Town Council Member Place 1, which holds a May 2017 term expiration date.

The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton and Tarrant County. The proposed resolution calls for the May 7, 2016, election, and establishes the procedures for the election.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** \$5,563.00

| Proposed Expenditure:    | Account Number(s): |
|--------------------------|--------------------|
| \$ 5,163 (Denton County) | 100-610-10300-5110 |
| \$ 400 (Tarrant County)  | 100-610-10300-5110 |

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

**LEGAL REVIEW:** Betsy Elam with Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution as to form and legality.

**ATTACHMENTS:**

1. Draft Resolution

**RECOMMENDATION:** Move to approve a resolution of the Town of Flower Mound, Texas calling for a General Election to be held on May 7, 2016, for the offices of Mayor, Town Council Place 2, and Town Council Place 4; and a Special Election for the office of Town Council Place 1, on this same date.

**TOWN OF FLOWER MOUND, TEXAS****RESOLUTION NO. 03-16**

**A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 7, 2016, FOR THE PURPOSE OF ELECTING A MAYOR AND COUNCIL MEMBERS FOR COUNCIL PLACES 2 AND 4; CALLING A SPECIAL ELECTION TO BE HELD ON MAY 7, 2016, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR TOWN COUNCIL PLACE 1 FOR THE REMAINDER OF THE UNEXPIRED TERM, ESTABLISHING PROCEDURES FOR THOSE ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Flower Mound is a home rule city 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**, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a "uniform election date" and that a general and special election of a Town may be held on such day; and,

**WHEREAS**, state law and the charter of the Town of Flower Mound require that a general election be held; and,

**WHEREAS**, state law and the charter of the Town of Flower Mound require that a special election be held for the purpose of electing a Council member for Place 1 for the remainder of the unexpired term; and,

**WHEREAS**, by this Resolution, it is the intention of the Town Council to officially call the general and special election and establish the election procedures for that election.

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

**SECTION 1**

**GENERAL ELECTION CALLED:** A general election shall be held in the Town of Flower Mound, Texas, on Saturday, May 7, 2016, between the hours of 7:00 a.m. and 7:00 p.m. at which the following officers will be elected by the qualified voters of the Town of Flower Mound:

**MAYOR  
COUNCIL MEMBER, PLACE 2  
COUNCIL MEMBER, PLACE 4**

each such term being for a period of two (2) years.

**RESOLUTION NO. 03-16****SECTION 2**

**APPLICATION FOR A PLACE ON THE BALLOT FOR THE GENERAL ELECTION:** Any eligible and qualified person shall have his name printed upon the official ballot as a candidate for the offices herein set forth by filing his sworn application with the Town Secretary not earlier than January 20, 2016, and not later than 5:00 p.m. February 19, 2016. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Code.

**SECTION 3**

**SPECIAL ELECTION CALLED:** A special election shall be held in the Town of Flower Mound, Texas, on Saturday, May 7, 2016, between the hours of 7:00 a.m. and 7:00 p.m. at which the following officer will be elected by the qualified voters of the Town of Flower Mound to fill an unexpired term which will expire in May of 2017:

**COUNCIL MEMBER, PLACE 1****SECTION 4**

**APPLICATION FOR A PLACE ON THE BALLOT FOR THE SPECIAL ELECTION:** Any eligible and qualified person shall have his name printed upon the official ballot as a candidate for the offices herein set forth by filing his sworn application with the Town Secretary not earlier than February 16, 2016, and not later than 5:00 p.m. March 7, 2016. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Code.

**SECTION 5**

**POLLING PLACE:** Voting shall be conducted on Election Day between the hours of 7:00 a.m. and 7:00 p.m. at the following locations:

|                |                                                                                                     |
|----------------|-----------------------------------------------------------------------------------------------------|
| Denton County  | Flower Mound Municipal Court and Police Building<br>4150 Kirkpatrick Lane<br>Flower Mound, TX 75028 |
|                | and                                                                                                 |
|                | Flower Mound Public Library<br>3030 Broadmoor Lane<br>Flower Mound, TX 75022                        |
| Tarrant County | REC of Grapevine<br>1175 Municipal Way<br>Grapevine, TX 76051                                       |

**RESOLUTION NO. 03-16****SECTION 6**

**AGREEMENT WITH TARRANT AND DENTON COUNTIES:** Prior to the election, the Town anticipates that it will enter into contract agreement for election services with Denton and Tarrant Counties. The Mayor is hereby authorized to execute contract agreements (the "Agreements") with Denton and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Texas Election Code and offer applicable statutes and laws. In the event of a conflict with this Resolution and the Agreements, the Agreements shall control.

**SECTION 7**

**APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES:** Election judges for the general election shall be appointed by Denton County and Tarrant County respectively as authorized by Chapter 271, of the Texas Election Code.

**ELECTION OFFICERS:** Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The presiding judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The election judge, or the alternative election judge, in the absence of the election judge, and the election clerks shall constitute the early voting ballot board to process early voting results from the election. The election judge, and alternate election judge, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

**SECTION 8**

- (a) **EARLY VOTING - DENTON COUNTY:** Lannie Noble is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Agreement.

Early Voting by personal appearance shall be conducted beginning on April 25, 2016, through April 30, 2016, and continuing May 2, 2016, through May 3, 2016, at the Flower Mound Municipal Court Building, 4150 Kirkpatrick Ln., Flower Mound, Texas or at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A101, Denton, Texas on the following days and times:

| <b>Date</b>                          | <b>Time</b>           |
|--------------------------------------|-----------------------|
| April 25 – April 29(Monday – Friday) | 8:00 a.m. – 5:00 p.m. |
| April 30 (Saturday)                  | 8:00 a.m. – 5:00 p.m. |
| May 2 - 3 (Monday – Tuesday)         | 7:00 a.m. – 7:00 p.m. |

Additional early voting will be conducted at locations throughout Denton County as established by the Denton County Joint Election Agreement. If there is any discrepancy between this resolution and the Agreement as to early voting locations or times, the Agreement shall control.

**RESOLUTION NO. 03-16**

- (b) **EARLY VOTING - TARRANT COUNTY:** Frank Phillips is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement.

Early Voting by personal appearance shall be conducted beginning on April 25, 2016, and continuing through May 2, 2016, at the REC of Grapevine, 1175 Municipal Way, Grapevine, Texas or at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas 76111 on the following days and times:

| Date                              | Time                   |
|-----------------------------------|------------------------|
| April 25 – 29 (Monday – Thursday) | 8:00 a.m. – 5:00 p.m.  |
| April 30 (Saturday)               | 7:00 a.m. – 7:00 p.m.  |
| May 1 (Sunday)                    | 11:00 a.m. – 4:00 p.m. |
| May 2 (Monday)                    | 7:00 a.m. – 7:00 p.m.  |
| May 3 (Tuesday)                   | 7:00 a.m. – 7:00 p.m.  |

Additional early voting will be conducted at locations throughout Tarrant County as established by the Tarrant County Joint Election Agreement. If there is any discrepancy between this resolution and the Agreement as to early voting locations or times, the Agreement shall control.

- (c) **VOTING BY MAIL – DENTON AND TARRANT COUNTY:** Applications for early voting by mail may be delivered to:

| Denton County                                                           | Tarrant County                                                                          |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Lannie Noble, Early Voting Clerk<br>P.O. Box 1720<br>Denton Texas 76202 | Frank Phillips<br>Early Voting Clerk, P.O. Box 961011,<br>Fort Worth, Texas, 76161-0011 |

not later than 12 noon or the close of business., whichever is later, on April 22, 2016.

Applications for voting by mail for Denton County can be emailed to [elections@dentoncounty.com](mailto:elections@dentoncounty.com)

Applications for voting by mail for Tarrant County can be emailed to [votebymail@tarrantcount.com](mailto:votebymail@tarrantcount.com)

The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

**SECTION 9**

**METHOD OF VOTING:** Early voting in Denton and Tarrant County shall be conducted using the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1). All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

**RESOLUTION NO. 03-16**

**SECTION 10**

**GOVERNING LAW AND QUALIFIED VOTERS:** The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the Town shall be eligible to vote at the election.

**SECTION 11**

**PUBLICATION AND POSTING OF NOTICE OF ELECTION:** Notice of the election shall be published in accordance with Chapter 4 of the Election Code.

**SECTION 12**

**RUN-OFF ELECTION:** In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on Saturday, June 18, 2016.

**SECTION 13**

**NECESSARY ACTIONS:** The Mayor and the Town Secretary of the Town, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

**SECTION 14**

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 15<sup>th</sup> DAY OF FEBRUARY, 2016.**

**APPROVED:**

\_\_\_\_\_  
Thomas E. Hayden, MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Bryn Meredith, TOWN ATTORNEY

**RESOLUTION NO. 03-16**

**Attachment 1**  
**Page 6**



## TOWN COUNCIL AGENDA ITEM NO. 3

### CONSENT ITEM

**DATE:** February 15, 2016

**FROM:** Kay Wilkinson, Budget & Grants Manager

**ITEM:** Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015, and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance No. 70-15 and Ordinance No. 04-16 for an adjustment to the Utility Fund.

**BACKGROUND INFORMATION:** The attached budget amendment represents the third proposed adjustment of the FY 2015-2016 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.

This budget amendment appropriates \$31,680 from Utility Fund, retained earnings to the Development Services department. The \$31,680 will be used to support a new Graduate Engineer position in the Engineering Services Division. The anticipated start date for the new staff person is May 1, 2016. The position is needed because the development work load is expected to continue to increase.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** \$31,680.00

| Proposed Expenditure: | Account Number(s):                      |
|-----------------------|-----------------------------------------|
| 22,555.00             | 200-620-91100-1010 Development Services |
| 119.00                | 200-620-91100-1150                      |
| 2,121.00              | 200-620-91100-1170                      |
| 2,617.00              | 200-620-91100-1180                      |
| 1,743.00              | 200-620-91100-1200                      |
| 225.00                | 200-620-91100-1320                      |
| 2,300.00              | 200-620-91100-2020                      |
| <u>2,300.00</u>       |                                         |
| \$31,680.00           |                                         |

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

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

#### ATTACHMENTS:

1. Proposed Ordinance

**RECOMMENDATION:** Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015, and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance No. 70-15 and Ordinance No. 04-16 for an adjustment to the Utility Fund.

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

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2015, AND ENDING ON SEPTEMBER 30, 2016, AS ADOPTED BY ORDINANCE NO. 52-15 AND AMENDED BY ORDINANCE NO. 70-15 AND ORDINANCE NO. 04-16, BY PROVIDING FOR ADJUSTMENTS TO THE UTILITY FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; PROVIDING FOR PUBLICATION; 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, 2015, and ending on September 30, 2016; and,

**WHEREAS**, said Annual Budget was adopted by Ordinance No. 52-15 on September 21, 2015; and,

**WHEREAS**, said Annual Budget was amended by Ordinance No. 70-15 on December 21, 2015 and by Ordinance No. 04-16 on February 1, 2016; 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, 2015, and ending on September 30, 2016, as heretofore adopted by Ordinance No. 52-15 and amended by Ordinance No. 70-15 and Ordinance No. 04-16, is hereby amended to provide for adjustments to the Utility 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. In addition, the Town Secretary is hereby directed to ensure that a true and correct copy of the approved budget amendments is posted on the Town's website. The Town Secretary is further directed to publish the caption of this ordinance 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 5**

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

**SECTION 6**

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

**SECTION 7**

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

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

PAGE 3

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF  
FLOWER MOUND, TEXAS, BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_, ON THIS 15th DAY OF  
FEBRUARY, 2016.

APPROVED:

\_\_\_\_\_  
Thomas E. Hayden, MAYOR

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Bryn Meredith, TOWN ATTORNEY

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

PAGE 4

**EXHIBIT "A"**

**Town of Flower Mound  
Amended Budget  
Fiscal Year 2015-2016**

**REASON FOR ADJUSTING THE UTILITY FUND APPROPRIATION:**

In the Utility Fund, expenditures will increase by \$31,680.00, from 38,652,265.10 to \$38,683,945.10. Funds will be used by the Development Services Department to add a Graduate Engineer position.

| <u>Utility 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>      |                            |                           |                           |                                  |
| Development Services      | \$ 370,755.00              | \$ 410,755.00             | \$ 442,435.00             | \$ 31,680.00                     |
| Financial Services        | 1,613,234.00               | 1,613,234.00              | 1,613,234.00              | -                                |
| Non-Departmental Services | 10,212,159.00              | 10,212,159.00             | 10,212,159.00             | -                                |
| Public Works              | 26,276,427.00              | 26,416,117.10             | 26,416,117.10             | -                                |
| <b>Total</b>              | <b>\$ 38,472,575.00</b>    | <b>\$ 38,652,265.10</b>   | <b>\$ 38,683,945.10</b>   | <b>\$ 31,680.00</b>              |



## TOWN COUNCIL AGENDA ITEM NO. 4

### CONSENT ITEM

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**DATE:** February 15, 2016

**FROM:** Rochelle Ragas, Purchasing Manager

**ITEM:** Consider approval of a resolution approving the Texas Coalition for Affordable Power, Incorporated (TCAP) to negotiate an electric supply agreement for five (5) years for deliveries of electricity effective January 1, 2018.

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**BACKGROUND INFORMATION:** TCAP's current electric contract will expire on December 31, 2017. The contract that will be negotiated and secured as a result of the authority granted by the attached resolution is structured like the energy contracts TCAP has put together for members over the past years. The resolution authorizes TCAP to act as an agent to negotiate and execute a contract for member's electricity needs. There is no prepayment of capacity costs or debt allocation associated with this contract.

The resolution streamlines contracting procedures by empowering the Chairman of TCAP to sign a contract with the selected power provider on behalf of all TCAP members for 2018-2022 energy needs. The Town of Flower Mound previously authorized the TCAP Chairman to execute the 2014 energy contract on its behalf. The attached resolution accomplishes that objective for 2018-2022. In addition, the resolution reiterates that each member is obligated only for its proportionate share of the contracted load.

Approximately 25 percent of the Town's electricity needs are served by TCAP. The remainder is served by CoServ, an electric cooperative, and is exempt from electric competition.

**LEGAL REVIEW:** Cara White of Taylor, Olson, Adkins, Sralla, and Elam, has reviewed the resolution as to form and legality.

**ATTACHMENTS:**

1. Resolution
2. Model Staff Report

**RECOMMENDATION:** Move to approve a resolution approving the Texas Coalition for Affordable Power, Incorporated (TCAP) to negotiate an electric supply agreement for five (5) years for deliveries of electricity effective January 1, 2018.

**TOWN OF FLOWER MOUND, TEXAS****RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR FIVE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE TOWN NEGOTIATE A CONTRACT FOR ELECTRICITY; AUTHORIZING MAYOR THOMAS E. HAYDEN OR TOWN MANAGER JIMMY STATHATOS TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2022 AND TO HONOR THE TOWN'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2022 THROUGH TCAP.**

1. **WHEREAS**, the Town of Flower Mound, Texas (Town) is a member of Texas Coalition For Affordable Power, Inc. (TCAP), a non-profit, political subdivision corporation dedicated to securing electric power for its more than 170 members in the competitive retail market; and

2. **WHEREAS**, TCAP has unique rights under Texas law to negotiate directly in the wholesale market and arrange separate contracts for power supply and retail services which provides TCAP leverage to achieve contract provisions that single Town negotiations with a Retail Electric Provider (REP) would be unlikely to produce; and

3. **WHEREAS**, TCAP's geographic diversity across all four ERCOT zones produces an aggregated peak load that is lower than the total of individual peak loads of the individual TCAP members, allowing price benefits in the wholesale market that are not likely to be available to any given TCAP member alone; and

4. **WHEREAS**, TCAP and its predecessor organizations, Cities Aggregation Power Project, Inc. (CAPP) and South Texas Aggregation Project, Inc. (STAP), negotiated favorable contract terms that resulted in rebates from the wholesale supplier and reasonable commodity prices for delivered electricity since 2002 resulting in stable budgets for electricity for members; and

5. **WHEREAS**, commodity prices for electricity experienced significant volatility between 2002 and 2009, with prices ranging from 4 cents to over 13 cents per kWh, causing CAPP and STAP members to welcome a five year contractual commitment that came close to cutting the 2008 prices in half, with that contract being extended until December 31, 2017, with a negotiated price reduction of about 1 cent per kWh; and

6. **WHEREAS**, TCAP has become a forceful voice for consumer protections and market reform to benefit the public and well as cities and other political subdivisions; and

7. **WHEREAS**, TCAP is owned by its members and distributes monetary and other resources according to relative load size of members and is controlled by a 15 member Board of Directors, all of whom must be city employees of members who represent diversity in size and geography; and

RESOLUTION NO. \_\_\_\_\_

8. **WHEREAS**, wholesale power prices within the deregulated Texas market are largely determined by the NYMEX gas futures prices for natural gas which are currently low and relatively stable, but which change daily; and

9. **WHEREAS**, daily price changes require retail customers to execute a contract immediately upon receipt of a favorable offer; and

10. **WHEREAS**, pursuant to Texas Local Government Code Section 252.022(a)(15) expenditures for electricity are exempt from competitive bidding requirements; and

11. **WHEREAS**, on any given day, TCAP is able to capture a favorable wholesale price for any period of time, comparable to or better than any given REP or broker; and

12. **WHEREAS**, TCAP intends to continue to contract with its current wholesale supplier, NextEra, because the relationship with NextEra is such that NextEra is willing, after it knows the size of a given load, to execute a contract at or below prescribed price and terms; and

13. **WHEREAS**, the Town desires to execute a contract for electricity for the period beyond the expiration of its current contract on December 31, 2017, that locks-in favorable wholesale prices under one of three different supply options:

Option 1 - fixed-price, full-requirements at a price not to exceed 4.1 cents per kWh for the North and West zones or 4.25 cents per kWh for the South and Houston zones;

Option 2 - fixed price for on-peak hours and variable spot market prices for off-peak hours;

Option 3 - block energy at a fixed price to cover the base load hours, a fixed price for solar energy to cover mid-day peak hours (approximately 10% of total load) and variable spot market prices for all remaining consumption; and

14. **WHEREAS**, TCAP will allow members six weeks from receipt of this resolution to consider whether to participate in this second opportunity to contract for post-2017 electrical supply, and thereafter allow NextEra until June 30, 2016 to contract for power for five years at a price not to exceed 4.1 cents per kWh in the North and West zones and a price not to exceed 4.25 cents per kWh in the South and Houston zones for Option 1, so long as the aggregated load for any of the three supply options reaches at least 50 megawatts; and

15. **WHEREAS**, wholesale suppliers demand assurance that TCAP will pay for all contracted load; and

16. **WHEREAS**, the Town needs to assure TCAP that it will sign a Commercial Electric Supply Agreement (CESA) reflecting the contract extension and budget for energy purchases for the post-2017 period and honor its commitment to purchase power for its electrical needs for 2018 through 2022 through TCAP,

RESOLUTION NO. \_\_\_\_\_

**THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS:****Section 1:**

That the TCAP Board of Directors and its consultants and advisors are agents authorized to negotiate for the Town's electricity needs as a member of TCAP for the period 2018 through 2022 at a price not to exceed 4.1 cents per kWh for the North and West zones and a price not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1;

**Section 2:**

The Town prefers to participate in supply Option 1 with the following understanding: a) while supply Option 1 is a full-requirements, fixed-price option, Options 2 (fixed price on-peak, variable spot prices for off-peak usage) and 3 (fixed price for base load, fixed price for a portion of peak load, and variable spot market for remainder) have variable price components and savings over Option 1 cannot be guaranteed, and b) if there is insufficient desire among members to achieve a 50 MW threshold for either Option 2 or 3, the member selecting the inadequately subscribed option will be placed in the Option 1 category. If no option is selected, TCAP will assume that a passed Resolution approves of Option 1.

**Section 3:**

Assuming this resolution is passed before February 25, 2016 and the combined load of TCAP members passing this resolution exceeds 50 megawatts for the preferred Option and NextEra is able to provide TCAP an opportunity prior to June 30, 2016 to contract for power to be delivered to members at a price not to exceed 4.1 cents per kWh for the North and West zones and not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1 for the period January 1, 2018 through December 31, 2022, any one of the following individuals is hereby authorized to sign an electric supply agreement for the Town within 24 hours of receipt of a contract that has been approved and recommended by the TCAP Board of Directors: Mayor Thomas E. Hayden or Town Manager Jimmy Stathatos.

**Section 4:**

That the Town will commit to purchase power to meet all of its electricity needs eligible for competition pursuant to the TCAP approved supply agreement and approve funds necessary to pay electricity costs proportionate to the Town's load under the supply agreement (whether wholesale or retail) arranged by TCAP and signed by TCAP's Executive Director or President or other TCAP representatives authorized by the TCAP Board.

**Section 5:**

That a copy of this resolution shall be sent to Jay Doegey, Executive Director, TCAP, 15455 Dallas Parkway, Suite 600, Addison, Texas 75001 and Geoffrey M. Gay, legal counsel to TCAP at 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

RESOLUTION NO. \_\_\_\_\_

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF  
FLOWER MOUND, TEXAS, BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_ ON THIS THIS 15th DAY OF  
FEBRUARY, 2016.**

**APPROVED:**

\_\_\_\_\_  
**Thomas E. Haden, MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
**Bryn Meredith, TOWN ATTORNEY**

## **Model Staff Report to Support Resolution Authorizing TCAP to Procure Electricity for 2018-2022**

This resolution is designed to support the second of several opportunities for TCAP members to contract for electricity for the post-2017 time period. If interested in contracting for a five-year term (2018-2022) during 2016, the authorizing resolution must be passed by the governing body of the interested TCAP member by February 25, 2016. The deadline will allow definition of the load to be served under each of three different electric supply options, which must be at least a minimum of 50 megawatts. Also, the deadline will give the wholesale provider ample opportunity to lock a fixed-price, equal to or less than a specific benchmark for each ERCOT zone, before June 30, 2016. When that supply scenario is locked, each member that passed the authorizing resolution must immediately sign a contract for that power. Please Note: The draft resolution is in Word and blanks must be filled in to identify the member, the preferred supply option and several individuals by name or position who will sign the contract when the appropriate price point is reached.

### **Explanation of Whereas Clauses:**

#### **What is TCAP?**

As reflected in the fourth and seventh Whereas clauses, TCAP is a non-profit, political subdivision corporation, owned and controlled by its 171 political subdivision members, the vast majority of whom are cities. TCAP was formed in 2011 from the merger of Cities Aggregation Power Project (“CAPP”) and South Texas Aggregation Project (“STAP”), both of which were created in 2001, shortly before retail deregulation became effective on January 1, 2002. TCAP is governed by a 15 member board of directors, all of whom must be city employees or elected city officials. Typically, board members have been mayors, city managers, assistant city managers, finance directors or city attorneys.

#### **Market Benefits of TCAP**

An individual city, citizen or commercial customer can only purchase power directly from a Retail Electric Provider (“REP”) which under Texas law exists to give the impression of a competitive market. REPs cannot generate electricity, nor can they own wires. REPs are unnecessary middlemen between the wholesale and retail markets. As reflected in the second and fourth Whereas clauses, TCAP, as a political subdivision corporation, uniquely can go directly to the wholesale market. CAPP and STAP, prior to their merger into TCAP, separated contracts between a wholesale supplier and an independent REP, providing TCAP consultants with greater insight into the margins of various market participants than would be possible for most consumers. A broker or a REP would hand a form contract to an individual consumer. In the case of TCAP, no form contract is acceptable and, because of the size of TCAP’s load, both wholesale suppliers and REPs are willing to negotiate contract terms that are beneficial to TCAP members, enabling the refunds members have consistently received, special terms for adds and deletes, including an ability to add new loads at current market prices even if the market price is lower than the price of the master agreement.

### **TCAP's benefits regarding pricing**

TCAP's membership consumes approximately 1.4 billion kWh annually which amounts to approximately \$100 million in revenue for the wholesale provider at current contract prices. The value of the aggregated load is extremely appealing to wholesale market participants, enabling TCAP to get the market competitive pricing at any particular moment. As reflected in the third Whereas clause, in addition to the size of its load, TCAP derives benefit from geographic diversity. TCAP members reside in all four ERCOT zones and are spread between the entire length and breadth of Texas, from Wichita Falls to Harlingen and Fort Stockton to Palestine. Since consumption is influenced by weather and since weather conditions are seldom the same across all of Texas, it is unlikely that all TCAP members are reaching peak consumption simultaneously. If the peaks of all TCAP members were totaled, the sum would equal 313.1 MW. But a wholesale supplier looks at the peak consumption of TCAP as an aggregated load rather than the sum of the peaks of all members. TCAP's peak demand is 246.9 MW. That reduction in peak is a specific and unique benefit of aggregation. And unlike other aggregation groups that accept counties and school districts as members, TCAP has focused its membership on cities and other political subdivisions that have a relationship with cities to maintain the very favorable load factor of cities with high off peak consumption from street lights which provides favorable pricing terms.

### **History of CAPP, STAP, TCAP pricing**

As reflected in the fifth and eighth Whereas clauses, aggregated cities have historically been interested in flat, fixed-price, full-requirements contracts and price stability. The resolution under consideration maintains that goal for a five-year period at a price much lower than the current contract price. In 2002, CAPP and STAP were able to obtain prices for energy at 4 cents per kWh. Very quickly after retail deregulation was implemented, natural gas prices started to rise, and they continued on an upward trend until late 2008. In late 2008, CAPP cities were paying approximately 13.5 cents per kWh. Fear that natural gas price volatility would continue to result in high electricity rates, CAPP cities were excited to lock-in long term rates beginning in 2009 that were significantly lower than prices experienced in the 2007-2008 time frame. STAP cities experienced their highest rate in 2006 at slightly more than 9 cents per kWh. STAP cities saw prices drop to around 7.8 cents per kWh in 2008 and were happy to find a contract that would stabilize prices in the 7 to 8 cent range for an extended period. When CAPP and STAP members signed new contracts in late 2008, no one could have predicted that the economy was about to enter a multi-year recession and that fracking would bring a glut of natural gas to a market with reduced demand, putting natural gas and electricity prices into a downward trend. Fortunately, gas prices have continued to drop and now TCAP members have an opportunity to again capture rates in the range of, and hopefully below, 4 cents per kWh.

### **Contract Requirements**

As explained in the tenth Whereas clause, there is no legal requirement that a city engage in a competitive bidding process prior to contracting for electricity. The primary expectation of contracting for wholesale energy in a deregulated energy market is that a purchaser sign a contract accepting a particular offered price within 24 hours of receipt of the offer. NYMEX gas futures prices change daily, and since gas prices drive electricity prices, it is unlikely that any

given price quote for wholesale electricity during a given period will remain open for more than a day. As explained in the ninth Whereas clause, TCAP members are expected to immediately execute a contract once TCAP's supplier is able to lock in a price at or below the benchmark prices specified in the resolutions for a five-year period commencing January 1, 2018. That is why Section 2 of the resolution requires the naming of specific individuals with whom TCAP can correspond and provide a contract for signing when appropriate.

### **Resolution's Objective**

As explained in the eleventh thru fourteenth Whereas clauses, after the size of the load for the 2015 contract opportunity is defined by February 25, 2016, TCAP's supplier will look for an opportunity to lock prices for the five-year term at or below specified benchmarks (4.1 – 4.25 cents per kWh). That may happen by the second week of March, but if it appears that prices are trending downward, TCAP will direct its designated supplier, NextEra, to daily monitor the market to hopefully capture a price under lower than benchmarked prices. The window of opportunity for capturing a reasonable price at or below the benchmarks will expire by June 30, 2016. TCAP will develop another supply opportunity in the Fall of 2016 for any members not contracting in this offering.

### **TCAP benefits to the consuming public**

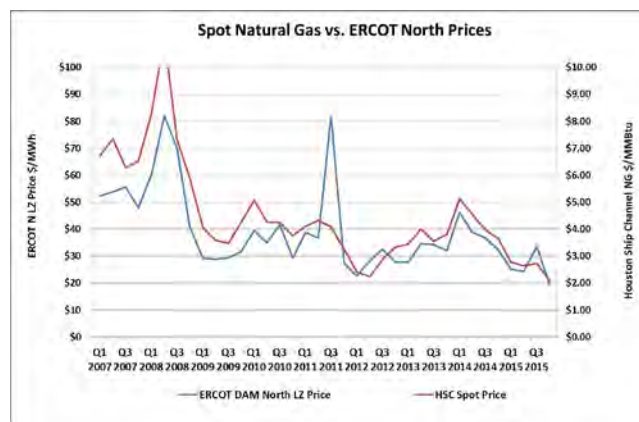
Whereas clause six references TCAP becoming a forceful voice for consumer protections and market reform to benefit the public as well as political subdivisions. When CAPP and STAP merged in 2011, one of the guiding principles established in meetings with members and through subsequent board priority-setting meetings was that TCAP should advocate for reforms in the market that would enhance competition and benefit the general public. TCAP has become the closest thing to a consumer advocate that exists in the deregulated marketplace on both the wholesale and retail sides of the business. TCAP membership not only provides political subdivisions with resources to monitor markets, capture reasonable prices and best available terms, stabilize budgets, address problems with invoices and help with governmental reports, provide best of class portals to understand consumption patterns, membership also affords an opportunity to represent to constituents that they have an advocate on their behalf.

### **CHOICE OF SUPPLY OPTION**

Whereas Clause 13 identifies three different supply options that TCAP has arranged as choices for each member. Option 1 is a fixed price for all consumption regardless of time of day. The price will not exceed 4.1 cents per kWh in the North and West ERCOT zones. It will not exceed 4.25 cents per kWh in the Houston and South zones. The actual price is likely to be less than the benchmark prices. The prices will become effective January 1, 2018. Given that these prices are to be locked in 2016 and will not expire until December 31, 2022, they are reflective of the lowest prices for electricity experienced since the retail market was deregulated January 1, 2002. Generally speaking, there ought to be an expectation that the price of energy will climb marginally for each year of the contract term beyond two years. The possibility of locking-in energy prices at or below 4 cents per kWh for a period that terminates in seven years is truly remarkable based upon the history of deregulation.

In the Spring of 2015, TCAP consultants received indicative fixed-prices around 4.5 cents per kWh. They then developed two supply options to the fixed price full requirements contract that offered attractive savings opportunities. Both Options 2 and 3 have variable components related to the energy spot market. While the average spot price in the past three years has been \$32.14/Mwh (2013), \$38.50/Mwh (2014), \$25.53/Mwh (2015), respectively, it is important to note that spot market prices can change every 15 minutes, therefore it is impossible to provide members a precise price for Options 2 and 3. While they provide an opportunity for savings off of the benchmarked prices for Option 1, savings cannot be guaranteed, and thus Option 2 and 3 involve risk to that does not exist with Option 1. A TCAP member that is completely risk adverse should select Option 1.

Option 2 fixes a price for the peak usage period and then turns to the spot market for all off-peak usage. When TCAP was developing these products in 2014, there was a large enough gap between fixed price options and spot prices that this option looked very attractive. Now, with market prices at historic recent term lows, both spot prices and fixed prices have fallen and their price differential has shrunk to the point that future savings from the spot market may not be as great as the risk of future price increases. The following graph shows how low current spot market prices have gone.



Option 2 was developed with the anticipation that spot prices during the off peak period would be in the range of \$10/MWh to \$40/MWh (\$0.01-\$0.04/kWh) over time for spot purchases. Our latest quotes for fully fixed priced products (Option 1) includes off peak pricing fixed at under \$20/MWh. These low Option 1 fixed prices for off peak usage may make it harder for future off peak spot prices to create additional savings under Option 2 over time even though the customer will be incurring market price risk.

Option 3 begins with the purchase of a block of power to cover the base use of all members who commit to this option. Block power, since it is a firm commitment 24 hours a day, is the cheapest form of energy available in the wholesale market. Daytime peak consumption will be partly covered by a fixed price for solar power with all other consumption supplied by the spot market.

In considering Option 2, TCAP consultants would tell you that with current prices about a half cent less than the price that existed when Option 2 was conceptualized last Spring, it will be difficult for Option 2 to generate savings sufficient to justify its selection. Option 3 with its

majority reliance on the cheapest form of energy has a greater probability than Option 2 of producing savings over Option 1. But again, with such low Option 1 fixed priced products now available to TCAP members, and since there are no guarantees that Options 2 or 3, which utilize spot market pricing, will remain as attractive as they were even a few months ago.

### **EXPLANATION OF “BE IT RESOLVED” SECTIONS**

- Section 1.** Authorizes TCAP to submit the members load, along with the load of other authorizing members, to be aggregated into a pool by TCAP’s wholesale supplier for a contract commencing January 1, 2018 and terminating December 31, 2022 with the understanding that the fixed, full-requirements price under Option 1 must not exceed 4.1 cents per kWh in the North and West zones and must not exceed 4.25 cents in the Houston and South zones.
- Section 2.** Sets conditions precedent that the aggregated load exceed 50 MW, that the resolution be passed before February 25, 2016, and that NextEra has until June 3, 2016 to lock in a fixed price for the aggregated load that does not exceed benchmark prices. It also requires the designation of a specific individual, by name or title, who are authorized to sign a contract within 24 hours of submittal, assuming the conditions have been met.
- Section 3.** Consistent with the last two Whereas clauses, this section commits the member to budget for and approve funds necessary to pay for the member’s proportionate share of the aggregated load that TCAP commits to with NextEra. TCAP will contract with NextEra based upon representations of authorizing members, each of whom will be provided with a Commercial Electric Service Agreement (“CESA”) with GEXA, the current REP, that extends current retail service terms with the lower wholesale price arranged with NextEra for the 2018-2020 time period.
- Section 4.** In order for TCAP to be informed of the passage of the resolution so that the member’s load can be aggregated by NextEra, this section specifies that a copy of the resolution should be sent to TCAP’s Executive Director and General Counsel.



## TOWN COUNCIL AGENDA ITEM NO. 5

### CONSENT ITEM

**DATE:** February 15, 2016

**FROM:** Rochelle Ragas, Purchasing Manager

**ITEM:** Consider approval of the purchase of a new Super Duty, Regular Cab, 4x4, Cab/Chassis w/Brush-Chip Tree Care Body for the Parks Department from Sam Pack's Five-Star Ford through the Texas Local Government Purchasing Cooperative program, in the total amount of \$62,182.00.

**BACKGROUND INFORMATION:** The Parks Department is requesting the purchase of a new Super Duty, Regular Cab, 4x4, Cab/Chassis w/Brush Chip Tree Care body, in the amount of \$62,182.00.

The Town of Flower Mound entered into a cooperative agreement with the Texas Local Government Purchasing Cooperative, effective February 17, 2003, which allows our local government to purchase certain goods or services. The agreement renews automatically each fiscal year, unless cancelled by either party.

The purchase of these vehicles was approved in the 2015-2016 budget. An additional \$20,000 was approved in a decision package to cover the shortage of VERF funds. This unit replaces Unit #3300-10.

**FISCAL IMPACT:** \$62,182.00

| Proposed Expenditure: | Account Number(s): |
|-----------------------|--------------------|
| \$62,182.00           | 656-450-84500-6130 |

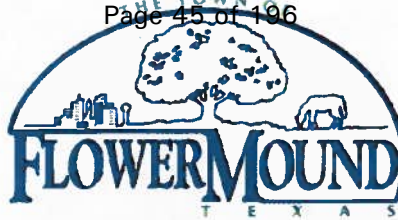
**Finance Review by:** Debra Wallace, Assistant Town Manager/CFO *DW*

#### ATTACHMENTS:

1. Quote from Sam Pack's Five-Star Ford
2. Bid Award Recommendation

**RECOMMENDATION:** Move to approve the purchase of a new Super Duty, Regular Cab, 4x4, Cab/Chassis w/Brush-Chip Tree Care Body for the Parks Department from Sam Pack's Five-Star Ford through the Texas Local Government Purchasing Cooperative program, in the total amount of \$62,182.00.

[illegible]



## Bid Award Recommendation

### Contract # Texas Smartbuy Contract State of Texas 071-072-AT 2014

Date: 01-07-2016

Description: **New Super Duty, Regular Cab, 4x4, Cab/Chassis w/Brush-Chip-Tree  
Care Body**

Replaces: Unit # 3300-10

Desc: 2001 Chevrolet HD 3500 Chipper Truck

Bidder #1: **Sam Pack 5-Star Ford**

bid: **2016 Ford F550 Regular Cab/Chassis with/Knapheide chipper body**  
Per: **Town of Flower Mound specifications**

Quote total: **\$62,182.00**

It is Fleet Services recommendation to award the bid to **Sam Pack 5-Star Ford** as  
the lowest responsible bidder in the amount of **\$62,182.00**.

**\*\*Recommendation subject to available funds.**

*H. Deats Stewart*

Fleet Services Manager

01-07-2016

Date



## TOWN COUNCIL AGENDA ITEM NO. 6

### CONSENT ITEM

**DATE:** February 15, 2016

**FROM:** Rochelle Ragas, Purchasing Manager

**ITEM:** Consider approval of the purchase of two (2) new 2016 Ford Interceptor Sedans for the Police Department from Sam Pack's Five-Star Ford through the Texas Local Government Purchasing Cooperative program, in the total amount of \$98,456.34.

**BACKGROUND INFORMATION:** The Police Department is requesting the purchase of two (2) new 2016 Ford Interceptor Sedans, in the amount of \$98,456.34.

The Town of Flower Mound and the Texas Local Government Purchasing Cooperative entered into a cooperative agreement, effective February 17, 2003, which allows our local government to purchase certain goods or services. The agreement renews automatically each fiscal year, unless cancelled by either party.

The purchase of these vehicles was approved in the 2015-2016 Adopted Budget.

**FISCAL IMPACT:** \$98,456.34

| Proposed Expenditure: | Account Number(s): |
|-----------------------|--------------------|
| \$98,465.34           | 100-640-43500-6130 |

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

*DW*

**ATTACHMENTS:**

1. Quote from Sam Pack's Five-Star Ford
2. Bid Award Recommendation

**RECOMMENDATION:** Move to approve the purchase of two (2) new 2016 Ford Interceptor Sedans for the Police Department from Sam Pack's Five-Star Ford through the Texas Local Government Purchasing Cooperative program, in the total amount of \$98,456.34.

— Vehicle only - no equip. added —

### Cars and Light Trucks

**Contract Name: State of Texas 071-072-AT 2014 - Texas Smartbuy Contract**

**Sam Pack's Rep:** **KEVIN MOORE**

**Date:** 12.30.15

**Phone #**

**Exterior Color /** White  
**Interior**

**Base Price: \$ 20,381.17**

| Code | Description        | Bid Price | Code | Description                         | Bid Price |
|------|--------------------|-----------|------|-------------------------------------|-----------|
|      | Automatic          | Included  | 51G  | GRILL WIRING                        | \$ 50.00  |
|      | Air Conditioning   | Included  | 62D  | ELECTRONICS TRAY                    | \$ 285.00 |
|      | Power Windows      | Included  | 76R  | REVERSE SENSING (HAVE TOO WITH SYNC | \$ 285.00 |
|      | Power Locks        | Included  | 97T  | TRUNK FAN                           | \$ 100.00 |
|      | Speed Control      | Included  | 13P  | HEAD LAMP PREP PKG                  | \$ 120.00 |
|      | STATE INSPECTION   | Included  | 13C  | DARK CAR FEATURE                    | \$ 20.00  |
|      | DELIVERY FREE      | Included  | 18G  | INOP DOOR AND LOCKS REAR            | \$ 35.00  |
| G1   | BLACK IN COLOR     | Included  |      |                                     |           |
| 21F  | LED SPOT LAMP      | \$ 360.00 |      |                                     |           |
| 47K  | REMOOABLE SWITCHES | \$ 150.00 |      |                                     |           |
| 53M  | SYNC SYSTEM        | \$ 285.00 |      |                                     |           |
| 60P  | KEYLESS            | \$ 255.00 |      |                                     |           |

|                                        |                    |
|----------------------------------------|--------------------|
| <b>Total of B. - Published Options</b> | <b>\$ 1,965.00</b> |
|----------------------------------------|--------------------|

[illegible]

|                                               |             |
|-----------------------------------------------|-------------|
| <b>Total of C. - Dealer Published Options</b> | <b>\$ -</b> |
|-----------------------------------------------|-------------|

| Code | Description                                  | Bid Price   | Code | Description | Bid Price |
|------|----------------------------------------------|-------------|------|-------------|-----------|
|      | TINT 55%                                     | \$225.00    |      |             |           |
|      | TIRE CHAIN CABLE FOR TWO TIRES               | \$150.00    |      |             |           |
|      |                                              |             |      |             |           |
|      | UPGRADE TO MEET CUSTOMER<br>SPECS P2D TO P2M | \$2,138.00  |      |             |           |
|      |                                              |             |      |             |           |
|      | OPTION COST PER SPECS                        | \$24,371.00 |      |             |           |
|      |                                              |             |      |             |           |
|      |                                              |             |      |             |           |
|      |                                              |             |      |             |           |
|      |                                              |             |      |             |           |

|                                       |                     |
|---------------------------------------|---------------------|
| <b>Total of D. - Off Menu Options</b> | <b>\$ 26,882.00</b> |
|---------------------------------------|---------------------|

|                            |  |             |
|----------------------------|--|-------------|
| <b>G. Option Discounts</b> |  | <b>\$ -</b> |
|----------------------------|--|-------------|

|                            |      |  |
|----------------------------|------|--|
| <b>G. Option Discounts</b> | \$ - |  |
|----------------------------|------|--|

|                                   |  |              |
|-----------------------------------|--|--------------|
| H. Total of A + B + C + D + E = F |  | \$ 49,228.17 |
|-----------------------------------|--|--------------|

|                                 |               |
|---------------------------------|---------------|
| <b>I. Floor Plan Assistance</b> | <b>\$0.00</b> |
|---------------------------------|---------------|

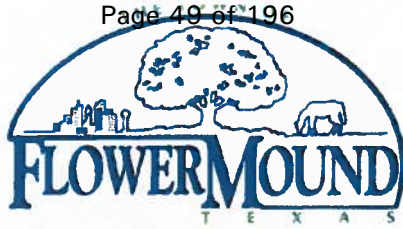
|                                   |               |
|-----------------------------------|---------------|
| <b>J. Lot Insurance Coverages</b> | <b>\$0.00</b> |
|-----------------------------------|---------------|

|    |                  |   |         |              |
|----|------------------|---|---------|--------------|
| K. | Quantity Ordered | 1 | $X F =$ | \$ 49,228.17 |
|----|------------------|---|---------|--------------|

|                              |    |   |
|------------------------------|----|---|
| <b>L. Administrative Fee</b> | \$ | - |
|------------------------------|----|---|

|                                           |  |  |  |  |  |
|-------------------------------------------|--|--|--|--|--|
| <b>M. Non-Equip Charges &amp; Credits</b> |  |  |  |  |  |
|-------------------------------------------|--|--|--|--|--|

|    |                                          |             |
|----|------------------------------------------|-------------|
| N. | TOTAL PURCHASE PRICE INCLUDING ADMIN FEE | \$49,228.17 |
|----|------------------------------------------|-------------|



## Bid Award Recommendation

**Contract # Texas Smartbuy Contract  
State of Texas 071-072-AT 2014  
Bid series: 372B P2D ending P2M**

Date: 01-07-2016

Description: **2016 Ford Interceptor Sedan**

Qty: **Two (2)**

Replaces: Unit # NEW  
Desc: N/A

Bidder #1: **Sam Pack's Five Star Ford**

bid: **2016 Ford Interceptor Sedans**

**'Turnkey'** per Town of Flower Mound Specifications  
Refer to specifications for complete listing of required  
Equipment (to include installation)

Quote total **per unit** complete: \$49,228.17

Quote total for **both units** complete: **\$98,456.34**

It is Fleet Services recommendation to award the bid to **Sam Pack's Five Star Ford**  
as the lowest responsible bidder in the amount of **\$98,456.34**.

**\*\*Recommendation subject to available funds.**

H. Deats Stewart

Fleet Services Manager

01-07-2016

Date



## TOWN COUNCIL AGENDA ITEM NO. 7

### CONSENT ITEM

**DATE:** February 15, 2016

**FROM:** Jaime Jaco-Cooper, Senior Center Manager Reviewed by Gary Sims *bjs*

**ITEM:** Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound by amending Article I, "In General" of Chapter 54 "Parks and Recreation" of the Code of by amending Sections 54-2(d)(1-3) and adding Section 54-2(d)(4), entitled "Seniors in Motion", and by amending Appendix A "Fee Schedule" Section 54-2(d) "Seniors in Motion Membership Fee" to change the calendar year annual fee to a twelve month pass and add a day pass for the Seniors in Motion program.

**BACKGROUND INFORMATION:** This item would amend the Town's Code of Ordinances to allow the sale of day passes at the Flower Mound Senior Center. Day pass fees would be set at \$1 per day for residents of Flower Mound and \$2 per day for non-residents. This will allow seniors the ability to visit the facility, or attend programs and events without purchasing a full year membership. The day pass option will encourage more seniors to attend programs and learn additional information about the Seniors In Motion program. Finally, the day pass fee will be helpful to friends and family of SIM members and other local residents who come to visit the center from out of Town.

This item would also amend the Town's Code of Ordinances by changing the membership term from a calendar year to a 365 day annual membership. This will be similar to how annual memberships are sold at the Community Activity Center. This change will allow seniors to receive the full value of their membership regardless of the time of year they make their purchase. Furthermore, this change will help Senior Center staff provide improved customer service as they will be able to better keep up with membership renewals throughout the year.

**BOARD REVIEW/CITIZEN FEEDBACK:** On January 5, 2016, the Seniors In Motion Advisory Board unanimously voted to recommend changing the current fee schedule. They voted to add a day pass option and to change the calendar-year membership to a yearly membership.

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

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

**ATTACHMENTS:**

1. Draft Ordinance

**RECOMMENDATION:** Move to approve an ordinance amending the Code of Ordinances of the Town of Flower Mound by amending Article I, "In General" of Chapter 54 "Parks and Recreation" of the Code of by amending Sections 54-2(d)(1-3) and adding Section 54-2(d)(4), entitled "Seniors in Motion", and by amending Appendix A "Fee Schedule" Section 54-2(d) "Seniors in Motion Membership Fee" to change the calendar year annual fee to a twelve month pass and add a day pass for the Seniors in Motion program.

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

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ARTICLE I, "IN GENERAL" OF CHAPTER 54, "PARKS AND RECREATION" OF THE CODE OF ORDINANCES BY AMENDING SECTIONS 54-2(d)(1-3) AND ADDING SECTION 54-2(d)(4) "SENIORS IN MOTION", AND AMENDING APPENDIX A "FEE SCHEDULE" SECTION 54-2(d) "SENIORS IN MOTION MEMBERSHIP FEE" TO CHANGE THE CALENDAR YEAR ANNUAL FEE TO A TWELVE MONTH PASS AND TO ADD A DAY PASS FOR THE SENIORS IN MOTION PROGRAM; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Flower Mound, Texas is a home rule city 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 has previously adopted ordinances regulating the Seniors in Motion program; and,

**WHEREAS**, the Town Council now desires to the amend the regulations governing the fees associated with the Seniors in Motion program; and,

**WHEREAS**, the Town Council finds and determines that the adoption of this Ordinance is in the best interests of the public;

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

**SECTION 1**

Sections 54-2(d)(1-3) of the Code of Ordinances, Town of Flower Mound, Texas, are hereby amended, and Section 54-2(d)(4) is hereby added to read as follows:

"(d) Seniors in Motion.

- (1) All participants involved in the town's seniors in motion program shall pay an annual membership fee to attend and/or participate in the events, activities and programming of seniors in motion. The membership fee shall cover one full year from the date of purchase.
- (2) Membership fees must be paid as a condition of participation in seniors in motion activities. Membership fees are non-transferable and non-refundable.
- (3) Membership fees for persons living within the territorial jurisdiction of the town (residents) shall be the greater of \$10.00 per person per year or the amount set forth in appendix A "fee schedule." Membership fees for persons living outside the

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

Page 2

territorial jurisdiction of the town (nonresidents) shall be the greater of \$20.00 per person per year or the amount set forth in appendix A "fee schedule."

- (4) Non-members of seniors in motion may purchase a day pass to participate in events, activities and programming of seniors in motion. The day pass will be valid from the time of purchase until the end of business that day. Non-members must complete a waiver of liability form and turn this form into the Flower Mound Senior Center staff. The day pass fee will be \$1.00 per day for residents and \$2.00 per day for nonresidents."

## **SECTION 2**

Section 54-2(d) of Appendix A "Fee Schedule" the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

| Code Section Number | Description                      |  |
|---------------------|----------------------------------|--|
| Sec. 54-2(d)        | Seniors in Motion Membership Fee |  |

| Membership Fees | Resident Rates | Non-Resident Rates |
|-----------------|----------------|--------------------|
| 12 Month Pass   | \$10.00        | \$20.00            |
| Day Pass        | \$1.00         | \$2.00             |

|                                                                                                                                                        |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Membership fees must be paid as a condition of participation in Seniors in Motion activities. Membership fees are non-transferable and non-refundable. |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

## **SECTION 3**

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

## **SECTION 4**

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

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

Page 3

**SECTION 5**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_, ON THIS THE \_\_\_\_\_ DAY OF FEBRUARY, 2016.**

**APPROVED:**

\_\_\_\_\_  
**Thomas E. Hayden, MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Bryn Meredith, TOWN ATTORNEY**



## TOWN COUNCIL AGENDA ITEM NO. 8

### CONSENT ITEM

**DATE:** February 15, 2016

**FROM:** Jaime Jaco-Cooper, Senior Center Manager

**ITEM:** Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Casino Night.

**BACKGROUND INFORMATION:** Mary Kay Walker with the SIM Auxiliary, Inc. is requesting approval from the Town Council to serve beer and wine at their Casino Night fundraiser on Saturday, April 2, 2016, from 6:00 – 10:00 p.m. at the Flower Mound Senior Center.

The SIM Auxiliary (SIMA) was formed in 2009 as a 501(c)3 to support Flower Mound seniors and the Town's Seniors In Motion Program. SIMA has raised and contributed over \$100,000, which has been used to purchase equipment and furniture for the Town's senior program.

The Casino Night Fundraiser is a lively event with games, live music, refreshments, and prizes put on each year by SIMA to raise funds for the Flower Mound Seniors In Motion program. Gaming tables will be set up throughout the Flower Mound Senior Center for participants to gamble with play money. Participants will be given an allotment of chips with their admission tickets and can purchase more for a donation. At the end of the night, attendees can bid for donated prizes with their winnings. The event will also include a wide assortment of appetizers and refreshments donated by local businesses. Attendees can also bid on a variety of silent auction items during the fundraiser. This will be the fifth Casino Night Fundraiser presented by SIMA. The other four events were held at various private businesses. SIMA has had no issues with alcohol being served at the previous events. Previous Casino Night fundraisers have raised over \$40,000 for the Flower Mound Seniors In Motion Program

During the fundraiser, a TABC licensed server will be onsite to serve wine and beer, as well as monitor participant consumption to ensure that no one is overserved. There will be enough wine and beer for two servings per person registered for the event. SIMA will take on the risk and liability of providing the alcohol at the event. The Town will be named as an additional insured on their liability insurance. No one under 21 will be admitted access to the event.

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

**ALTERNATIVES/OPTIONS:** The Town Council can deny the request and the SIM Auxiliary can work with Town staff to host their event without offering alcoholic beverages.

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** The sale of beer or wine on Town property requires Town Council's approval.

**ATTACHMENTS:**

1. Insurance Certificate

**RECOMMENDATION:** Move to approve the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Casino Night.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/29/2016

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

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

|                                                                                                                                           |            |                                                   |                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------|--------------------------------------|
| <b>PRODUCER</b><br>K&K Insurance Group, Inc.<br>1712 Magnavox Way<br>Fort Wayne IN 46804                                                  |            | <b>CONTACT NAME:</b> Mass Merchandising           |                                      |
|                                                                                                                                           |            | <b>PHONE (A/C, No. Ext):</b> 1-877-648-6404       | <b>FAX (A/C, No):</b> 1-260-459-5502 |
|                                                                                                                                           |            | <b>E-MAIL ADDRESS:</b> info@eventinsurance-kk.com |                                      |
| <b>INSURED</b><br>SIM Auxiliary, Inc.<br>P.O. Box 271756<br>Flower Mound, TX 75027<br>A Member of the Sports, Leisure & Entertainment RPG | 2000675864 | CP# 36                                            |                                      |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                      |            |                                                   | <b>NAIC #</b>                        |
| <b>INSURER A:</b> Nationwide Mutual Insurance Company                                                                                     |            |                                                   | 23787                                |
| <b>INSURER B:</b>                                                                                                                         |            |                                                   |                                      |
| <b>INSURER C:</b>                                                                                                                         |            |                                                   |                                      |
| <b>INSURER D:</b>                                                                                                                         |            |                                                   |                                      |

**COVERAGES****CERTIFICATE NUMBER:** 2000234221**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                        | ADDL INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YY) | POLICY EXP (MM/DD/YY) | LIMITS                                    |             |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|-----------------------|-----------------------|-------------------------------------------|-------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Host Liquor Liability Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER | X         |          | 6BRPG0000005854000 | 04/02/16<br>12:01 AM  | 04/03/16<br>12:01 AM  | EACH OCCURRENCE                           | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000   |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | MED EXP (Any one person)                  | \$5,000     |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | PERSONAL & ADV INJURY                     | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | GENERAL AGGREGATE                         | \$5,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | PRODUCTS-COMP/OP AGG                      | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | PROFESSIONAL LIABILITY                    |             |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | LEGAL LIAB TO PARTICIPANTS                |             |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS<br><input checked="" type="checkbox"/> Not provided while in Hawaii                                                                                               |           |          |                    |                       |                       | COMBINED SINGLE LIMIT (Ea Accident)       |             |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | BODILY INJURY (Per person)                |             |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | BODILY INJURY (Per accident)              |             |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | PROPERTY DAMAGE (Per accident)            |             |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION                                                                                                                                                                                                                                                 |           |          |                    |                       |                       | EACH OCCURRENCE                           |             |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | AGGREGATE                                 |             |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                         |           |          |                    |                       |                       | PER STATUTE                               | OTHER       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | E.L. EACH ACCIDENT                        |             |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | E.L. DISEASE - EA EMPLOYEE                |             |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | E.L. DISEASE - POLICY LIMIT               |             |
|          | <b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>                                                                                                                                                                                                                                                                                                                                                                 |           |          |                    |                       |                       | PRIMARY MEDICAL                           |             |
|          |                                                                                                                                                                                                                                                                                                                                                                                                          |           |          |                    |                       |                       | EXCESS MEDICAL                            |             |

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

Event Name: Flower Mound Seniors Casino Night

Event Date: 04/02/2016 Attendance: 200

Event Location: Event Location: 2701 West Windsor Drive, Flower Mound, TX 75028

Liquor Liability (as provided by CG 00 01 04 13) applies only if the insured is not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

\*\*\*This Certificate Voids and Replaces Certificate #2000231971\*\*\*

**CERTIFICATE HOLDER**

Town of Flower Mound, Texas  
2121 Cross Timbers Road  
Flower Mound, TX 75028  
Owner/Manager/Lessor of Premises

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Scott Furbush*

Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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## TOWN COUNCIL AGENDA ITEM NO. 9

### CONSENT ITEM

**DATE:** February 15, 2016

**FROM:** Kenneth Parr, Director of Public Works

**ITEM:** Consider approval of Amendment No. 3 to the Fiscal Year 2015-2016 Capital Improvement Program.

**BACKGROUND INFORMATION:** The Fiscal Year (FY) 2015-2016 Capital Improvement Program (CIP) Amendment 2 was approved by Town Council on February 1, 2016. Amendment No. 3 is proposed to add the project, West Windsor and Mulberry Connection, to allow for the Pecan Acres roadway connection at West Windsor and Mulberry intersection, as approved by Town Council on December 7, 2015, and add new project, Bakers Branch Stabilization at Twilight Drive, to repair storm damage at this location, and adjust funding and Stormwater project priorities. The amendment will require additional General and Utility Funds this fiscal year. The proposed CIP Amendment No. 3 for FY 2015-2016, would increase the currently adopted General Fund budgeted expenditures from \$11,622,538 to \$11,722,538, and the Utility Fund budgeted expenditures will increase from \$19,309,570 to \$19,339,570.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:**

**Proposed CIP:**

|                      |                          |              |
|----------------------|--------------------------|--------------|
| <b>FY 2015-2016:</b> | General Capital Projects | \$11,722,538 |
|                      | Utility Capital Projects | \$19,339,570 |

|                            |                          |               |
|----------------------------|--------------------------|---------------|
| <b>Five-Year CIP Plan:</b> | General Capital Projects | \$155,962,342 |
|                            | Utility Capital Projects | \$171,155,990 |

**Proposed Funding:** Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2015-2016 CIP Amendment No. 3 Changes.

**Finance Review by:** Debra Wallace, Assistant Town Manager/CFC *DW*

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. CIP Amendment 3 Changes
2. CIP Amendment 3

**RECOMMENDATION:** Move to approve Amendment No. 3 to the Fiscal Year 2015-2016 Capital Improvement Program.

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TOWN OF FLOWER MOUND

SUMMARY OF FIVE YEAR CIP PLAN

FY 2015-2016

Amendment 3

02/15/2016

| STREET PROJECTS                                                    | PRIOR FISCAL<br>YEARS | CONSTRUCTION SCHEDULE |               |               |               |               |               | TOTAL<br>PROJECT<br>COSTS | OTHER<br>SOURCES |           | ISSUED DEBT<br>GO's & CO's |   | AUTHORIZED<br>UNISSUED GO's |  | NEW<br>DEBT  |  | DEBT SCHEDULE |               |               |               |               |               |
|--------------------------------------------------------------------|-----------------------|-----------------------|---------------|---------------|---------------|---------------|---------------|---------------------------|------------------|-----------|----------------------------|---|-----------------------------|--|--------------|--|---------------|---------------|---------------|---------------|---------------|---------------|
|                                                                    |                       | 2015-<br>2016         | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2025 |                           |                  |           |                            |   |                             |  |              |  | 2015-<br>2016 | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2025 |
| Aberdeen Drive                                                     | \$ -                  | \$ -                  | \$ -          | \$ -          | \$ -          | \$ -          | \$ 1,580,000  | \$ 1,580,000              | \$ 300,000       | 0,2       | \$ -                       |   | \$ -                        |  | \$ 1,280,000 |  | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          | \$ 1,280,000  |
| ADA Transition Plan and Implementation **                          | 213,000               | 150,000               | 150,000       | 150,000       | 150,000       | 150,000       | -             | 963,000                   | 3,000            | 2,5       | 210,000                    |   | -                           |  | 750,000      |  | 150,000       | 150,000       | 150,000       | 150,000       | 150,000       | -             |
| Auburn Drive Right Turn Lane (FM 1171 Eastbound onto Auburn)       | 185,000               | -                     | -             | -             | -             | -             | -             | 185,000                   | 185,000          | 2,3       | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Churchill Drive ( FM 2499 to Yucca)                                | 500,000               | 25,000                | -             | 452,000       | -             | -             | -             | 977,000                   | 977,000          | 0,2,7     | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Cowboy Lane                                                        | -                     | -                     | -             | -             | -             | -             | 433,337       | 433,337                   | 193,337          | 3         | -                          |   | -                           |  | 240,000      |  | -             |               | -             | -             | -             | 240,000       |
| Denton Creek Boulevard Bridge (Graham Branch crossing)             | -                     | -                     | -             | 7,000,000     | -             | -             | -             | 7,000,000                 | 7,000,000        | 0,1,5     | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Firewheel Drive (Complete 4 lane gap, 340 feet north of Garden Rd) | -                     | -                     | 600,000       | -             | -             | -             | -             | 600,000                   | 300,000          | 0,2,5     | -                          |   | -                           |  | 300,000      |  | -             | 300,000       | -             | -             | -             | -             |
| FM 1171                                                            | 287,000               | 126,665               | -             | -             | -             | -             | -             | 413,665                   | 207,401          | 0,1,2     | 206,264                    | * | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| FM 1171 at FM 2499 Westbound Right Turn Lane                       | -                     | -                     | 860,000       | -             | -             | -             | -             | 860,000                   | -                | 2         | -                          |   | -                           |  | 860,000      |  | -             | 860,000       | -             | -             | -             | -             |
| FM 1171 at FM 2499 Eastbound Right Turn Lane                       | -                     | 620,000               | -             | -             | -             | -             | -             | 620,000                   | -                | 2         | -                          |   | -                           |  | 620,000      |  | 620,000       | -             | -             | -             | -             | -             |
| FM 2499 at Lakeside Intersection Improvement **                    | 990,000               | -                     | -             | -             | -             | -             | -             | 990,000                   | 640,000          | 0,2,5     | 350,000                    |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| FM 2499 Roadway, Traffic Signal, and Drainage                      | 7,399,844             | -                     | -             | -             | -             | -             | -             | 7,399,844                 | 7,399,844        | 1,2       | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| FM 407 (TxDot)                                                     | 161,114               | 16,775                | -             | -             | -             | -             | -             | 177,889                   | 177,889          | 1,2       | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Garden Ridge Through Lane (at FM 3040)                             | -                     | -                     | -             | -             | -             | 400,000       | -             | 400,000                   | 200,000          | 0,2       | -                          |   | -                           |  | 200,000      |  | -             | -             | -             | -             | 200,000       | -             |
| I 35W Interchange at Denton Creek                                  | -                     | -                     | -             | -             | -             | -             | 5,000,000     | 5,000,000                 | 5,000,000        | 0,1,5     | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Impact Fee Update                                                  | 100,000               | -                     | -             | -             | -             | -             | -             | 100,000                   | 100,000          | 0         | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Kirkpatrick Lane Phase III (South of FM 1171)                      | 282,000               | -                     | -             | -             | -             | -             | 8,718,000     | 9,000,000                 | 6,307,850        | 0,1,2,3,5 | 10,150                     | * | -                           |  | 2,682,000    |  | -             | -             | -             | -             | -             | 2,682,000     |
| Lakeforest Boulevard Bridge                                        | -                     | -                     | -             | 200,000       | 1,800,000     | -             | -             | 2,000,000                 | 600,000          | 0,2       | -                          |   | -                           |  | 1,400,000    |  | -             | -             | -             | 1,400,000     | -             | -             |
| LakesideTurn Lane at Gerault                                       | -                     | -                     | -             | 100,250       | -             | -             | -             | 100,250                   | 100,250          | 0,2,5     | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| McKamy Creek Turn Lane at Flower Mound Rd                          | 350,000               | -                     | -             | -             | -             | -             | -             | 350,000                   |                  | 0,2       | 350,000                    |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Morriss/Gerault Improvement Phase II (FM 407 - 3040)               | -                     | -                     | -             | -             | -             | 4,851,480     | -             | 4,851,480                 | 4,851,480        | 0,5       | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Neighborhood Traffic Management                                    | 125,000               | -                     | -             | -             | -             | -             | -             | 125,000                   | 125,000          | 2,4       | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Roadway Amenities                                                  | 30,000                | 65,000                | 15,000        | 15,000        | 15,000        | 15,000        | -             | 155,000                   | 80,000           | 2         | -                          |   | -                           |  | 75,000       |  | 15,000        | 15,000        | 15,000        | 15,000        | 15,000        | -             |
| Sagebrush Improvements (FM2499 to Old Settlers) **                 | 3,670,000             | -                     | -             | -             | -             | -             | -             | 3,670,000                 | 520,000          | 0,2       | 3,150,000                  |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Sidewalk Links **                                                  | 436,000               | 225,000               | -             | -             | -             | -             | -             | 661,000                   | 661,000          | 2,4       | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Skilern Road (Flower Mound Rd to Riverhill) **                     | -                     | -                     | -             | 700,000       | -             | -             | -             | 700,000                   | -                | 2         | -                          |   | -                           |  | 700,000      |  | -             | -             | 700,000       | -             | -             | -             |
| SPA 2 Connector (Bob White)                                        | 260,000               | -                     | -             | -             | -             | -             | -             | 260,000                   | 85,000           | 2         | 175,000                    |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Stonecrest Road (500 ft North of Canyon Falls Dr. to Town Limit)   | 150,000               | 1,500,000             | -             | -             | -             | -             | -             | 1,650,000                 | 900,000          | 2,5       | -                          |   | -                           |  | 750,000      |  | 750,000       | -             | -             | -             | -             | -             |
| Timber Creek Road (Kirkpatrick to Glen Hollow) **                  |                       | 780,000               | -             | -             | -             | -             | -             | 780,000                   | 780,000          | 0,2       | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| Waketon Road **                                                    | -                     | 600,000               | 4,250,000     | -             | -             | -             | -             | 4,850,000                 | 4,850,000        | 3,5,7     | -                          |   | -                           |  | -            |  | -             | -             | -             | -             | -             | -             |
| SUBTOTAL                                                           | \$ 15,138,958         | \$ 4,108,440          | \$ 5,875,000  | \$ 8,617,250  | \$ 1,965,000  | \$ 5,416,480  | \$ 15,731,337 | \$ 56,852,465             | \$ 42,544,051    |           | \$ 4,451,414               |   | \$ -                        |  | \$ 9,857,000 |  | \$ 1,535,000  | \$ 1,325,000  | \$ 865,000    | \$ 1,565,000  | \$ 365,000    | \$ 4,202,000  |

\*General Obligation Bonds  
\*\* Project Includes ADA Improvements  
**Other Sources**  
0. Impact Fees  
1. Grant and Interlocal Funds  
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)  
3. Escrow  
4. Decision Package  
5. Developer Agreement(s)  
6. Park Development Fund  
7. Tax Increment Reinvestment Zone (TIRZ)  
8. Dedicated Sales Tax  
9. SH 121 Regional Toll Revenue (RTR)

| SIGNAL PROJECTS                          | PRIOR FISCAL YEARS | CONSTRUCTION SCHEDULE |            |            |            |            |              | TOTAL PROJECT COSTS | OTHER SOURCES | ISSUED DEBT GO's & CO's | AUTHORIZED UNISSUED GO's | NEW DEBT     | DEBT SCHEDULE |            |            |            |            |            |
|------------------------------------------|--------------------|-----------------------|------------|------------|------------|------------|--------------|---------------------|---------------|-------------------------|--------------------------|--------------|---------------|------------|------------|------------|------------|------------|
|                                          |                    | 2015-2016             | 2016-2017  | 2017-2018  | 2018-2019  | 2019-2020  | 2020-2025    |                     |               |                         |                          |              | 2015-2016     | 2016-2017  | 2017-2018  | 2018-2019  | 2019-2020  | 2020-2025  |
| College Parkway at Timber Creek          | \$ -               | \$ -                  | \$ -       | \$ -       | \$ -       | \$ -       | \$ 215,000   | 215,000             | \$ 215,000    | 0.2,4                   | \$ -                     | \$ -         | \$ -          | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       |
| Bruton Orand at Kenwood                  | -                  | -                     | -          | -          | -          | -          | 215,000      | 215,000             | 215,000       | 0.2,4                   | -                        | -            | -             | -          | -          | -          | -          | -          |
| Bruton Orand at Quail Run                | -                  | -                     | -          | -          | -          | -          | 215,000      | 215,000             | 215,000       | 0.2,4                   | -                        | -            | -             | -          | -          | -          | -          | -          |
| FM 1171 at Forums                        | 285,000            | -                     | -          | -          | -          | -          | -            | 285,000             | 285,000       | 0.2,3                   | -                        | -            | -             | -          | -          | -          | -          | -          |
| FM 1171 at Kirkpatrick - Reconstruction  | 220,000            | -                     | -          | -          | -          | -          | -            | 220,000             | -             | 2                       | 220,000                  | -            | -             | -          | -          | -          | -          | -          |
| FM 1171 at Timber Creek - Reconstruction | 220,000            | -                     | -          | -          | -          | -          | -            | 220,000             | -             | 2                       | 220,000                  | -            | -             | -          | -          | -          | -          | -          |
| FM 2499 at College Parkway               | -                  | 230,000               | -          | -          | -          | -          | -            | 230,000             | 230,000       | 0.2,7                   | -                        | -            | -             | -          | -          | -          | -          | -          |
| FM 2499 at Silveron                      | 9,400              | -                     | 200,000    | -          | -          | -          | -            | 209,400             | 200,000       | 0.2                     | 9,400                    | -            | -             | -          | -          | -          | -          | -          |
| Garden Ridge at Forest Vista             | -                  | -                     | -          | -          | -          | -          | 215,000      | 215,000             | 215,000       | 0.2,4                   | -                        | -            | -             | -          | -          | -          | -          | -          |
| Garden Ridge at Kirkpatrick              | -                  | -                     | -          | -          | -          | -          | 215,000      | 215,000             | 215,000       | 0.2,4                   | -                        | -            | -             | -          | -          | -          | -          | -          |
| Lakeside at Silveron                     | -                  | -                     | -          | -          | -          | -          | 215,000      | 215,000             | 215,000       | 0.2,4,5                 | -                        | -            | -             | -          | -          | -          | -          | -          |
| Morris at Eaton                          | -                  | -                     | -          | 215,000    | -          | -          | -            | 215,000             | 215,000       | 2,4                     | -                        | -            | -             | -          | -          | -          | -          | -          |
| Peters Colony at Churchill               | -                  | -                     | -          | -          | -          | -          | 215,000      | 215,000             | 215,000       | 0.2,4                   | -                        | -            | -             | -          | -          | -          | -          | -          |
| Traffic Detection Rehabilitation         | 125,000            | 125,000               | 125,000    | 125,000    | 125,000    | 125,000    | -            | 750,000             | -             | 2                       | 125,000                  | 625,000      | 125,000       | 125,000    | 125,000    | 125,000    | 125,000    | -          |
| Traffic Signal Rehabilitation            | -                  | -                     | -          | -          | -          | -          | 500,000      | 500,000             | -             | 2                       | -                        | 500,000      | -             | -          | -          | -          | -          | 500,000    |
| SUBTOTAL                                 | \$ 859,400         | \$ 355,000            | \$ 325,000 | \$ 340,000 | \$ 125,000 | \$ 125,000 | \$ 2,005,000 | \$ 4,134,400        | \$ 2,435,000  | \$ 574,400              | \$ -                     | \$ 1,125,000 | \$ 125,000    | \$ 125,000 | \$ 125,000 | \$ 125,000 | \$ 125,000 | \$ 500,000 |

\*General Obligation Bonds  
\*\* Project Includes ADA Improvements  
Other Sources  
0. Impact Fees  
1. Grant and Interlocal Funds  
2. Other Sources (Proj. Sav. Fund Bal. Interest Inc.)  
3. Escrow  
4. Decision Package  
5. Developer Agreement(s)  
6. Park Development Fund  
7. Tax Increment Reinvestment Zone (TIRZ)  
8. Dedicated Sales Tax  
9. SH 121 Regional Toll Revenue (RTR)

| STREET RECONSTRUCTION PROJECTS                                                | PRIOR FISCAL YEARS | CONSTRUCTION SCHEDULE |              |              |              |              |              | TOTAL PROJECT COSTS | OTHER SOURCES | ISSUED DEBT GO's & CO's | AUTHORIZED UNISSUED GO's | NEW DEBT | DEBT SCHEDULE |           |           |           |           |           |
|-------------------------------------------------------------------------------|--------------------|-----------------------|--------------|--------------|--------------|--------------|--------------|---------------------|---------------|-------------------------|--------------------------|----------|---------------|-----------|-----------|-----------|-----------|-----------|
|                                                                               |                    | 2015-2016             | 2016-2017    | 2017-2018    | 2018-2019    | 2019-2020    | 2020-2025    |                     |               |                         |                          |          | 2015-2016     | 2016-2017 | 2017-2018 | 2018-2019 | 2019-2020 | 2020-2025 |
| Canterbury Drive Reconstruction (Churchill to Dover) **                       | \$ 350,000         | \$ -                  | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ 350,000          | \$ 350,000    | 8                       | \$ -                     | \$ -     | \$ -          | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      |
| Colonial Drive Reconstruction Phase II (Colony Street to Homestead Street) ** | 750,000            | -                     | -            | -            | -            | -            | -            | 750,000             | 750,000       | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Colony Street Reconstruction (Superior to Coker Dr) **                        | 735,000            | -                     | -            | -            | -            | -            | -            | 735,000             | 735,000       | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **   | -                  | -                     | -            | 100,000      | 2,244,000    | -            | -            | 2,344,000           | 2,344,000     | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Flower Mound Road Turn Lanes (at Native Oak) **                               | 100,000            | -                     | -            | -            | -            | -            | -            | 100,000             | 100,000       | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **                | 175,000            | 1,425,000             | -            | -            | -            | -            | -            | 1,600,000           | 1,600,000     | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Forest Vista Reconstruction Phase II (Morris to Lake Shore) **                | -                  | -                     | 1,900,000    | -            | -            | -            | -            | 1,900,000           | 1,900,000     | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **        | -                  | -                     | 75,000       | 575,000      | -            | -            | -            | 650,000             | 650,000       | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **        | 1,063,000          | -                     | -            | -            | -            | -            | -            | 1,063,000           | 1,063,000     | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Morris Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **         | -                  | -                     | -            | -            | -            | 2,800,000    | -            | 2,800,000           | 2,800,000     | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Morris Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **      | -                  | -                     | -            | -            | -            | -            | 2,162,000    | 2,162,000           | 2,162,000     | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Old Long Prairie Road Reconstruction **                                       | 1,100,000          | -                     | -            | -            | -            | -            | -            | 1,100,000           | 1,100,000     | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Sheffield Court Reconstruction (Amhearth to end of Cul-de-Sac) **             | 325,000            | -                     | -            | -            | -            | -            | -            | 325,000             | 325,000       | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Superior Place Reconstruction (Colonial to 1545 Superior Pl) **               | 500,000            | -                     | -            | -            | -            | -            | -            | 500,000             | 500,000       | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **   | -                  | -                     | 200,000      | 1,600,000    | -            | -            | -            | 1,800,000           | 1,800,000     | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| West Windsor and Mulberry Connection ** - NEW                                 | -                  | 100,000               | -            | -            | -            | -            | -            | 100,000             | 100,000       | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Woodbine Street Reconstruction (Timber Creek to Hieden CL) **                 | -                  | 765,000               | -            | -            | -            | -            | -            | 765,000             | 765,000       | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **      | -                  | -                     | -            | -            | 400,000      | -            | -            | 400,000             | 400,000       | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **          | -                  | 95,000                | 775,000      | -            | -            | -            | -            | 870,000             | 870,000       | 8                       | -                        | -        | -             | -         | -         | -         | -         | -         |
| SUBTOTAL - OLD                                                                | \$ 5,098,000       | \$ 2,285,000          | \$ 2,950,000 | \$ 2,275,000 | \$ 2,644,000 | \$ 2,800,000 | \$ 2,162,000 | \$ 20,214,000       | \$ 20,214,000 | \$ -                    | \$ -                     | \$ -     | \$ -          | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      |
| SUBTOTAL -NEW                                                                 | \$ 5,098,000       | \$ 2,385,000          | \$ 2,950,000 | \$ 2,275,000 | \$ 2,644,000 | \$ 2,800,000 | \$ 2,162,000 | \$ 20,314,000       | \$ 20,314,000 | \$ -                    | \$ -                     | \$ -     | \$ -          | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      |

\*General Obligation Bonds  
\*\* Project Includes ADA Improvements

- Other Sources
- Impact Fees
  - Grant and Interlocal Funds
  - Other Sources (Proj. Sav. Fund Bal. Interest Inc.)
  - Escrow
  - Decision Package
  - Developer Agreement(s)
  - Park Development Fund
  - Tax Increment Reinvestment Zone (TIRZ)
  - Dedicated Sales Tax
  - SH 121 Regional Toll Revenue (RTR)

| FACILITY PROJECTS                                             | PRIOR FISCAL YEARS | CONSTRUCTION SCHEDULE |            |               |              |           |               | TOTAL PROJECT COSTS | OTHER SOURCES | ISSUED DEBT GO's & CO's | AUTHORIZED UNISSUED GO's | NEW DEBT      | DEBT SCHEDULE |            |               |              |           |              |
|---------------------------------------------------------------|--------------------|-----------------------|------------|---------------|--------------|-----------|---------------|---------------------|---------------|-------------------------|--------------------------|---------------|---------------|------------|---------------|--------------|-----------|--------------|
|                                                               |                    | 2015-2016             | 2016-2017  | 2017-2018     | 2018-2019    | 2019-2020 | 2020-2025     |                     |               |                         |                          |               | 2015-2016     | 2016-2017  | 2017-2018     | 2018-2019    | 2019-2020 | 2020-2025    |
| Cultural Arts Center **                                       | \$ -               | \$ -                  | \$ -       | \$ -          | \$ -         | \$ -      | \$ 10,000,000 | \$ 10,000,000       | \$ 10,000,000 | 7                       | \$ -                     | \$ -          | \$ -          | \$ -       | \$ -          | \$ -         | \$ -      | \$ -         |
| Fire and Police Training Center                               | -                  | -                     | -          | -             | -            | -         | 2,235,000     | 2,235,000           | -             | 2                       | -                        | -             | -             | -          | -             | -            | -         | 2,235,000    |
| Fire Station No. 6 and Apparatus (West Flower Mound) **       | -                  | -                     | -          | 300,000       | 4,080,000    | -         | -             | 4,380,000           | -             | 2                       | -                        | -             | 4,380,000     | -          | -             | 300,000      | 4,080,000 | -            |
| Mechanical Screen Wall (Police Dept.)                         | 90,000             | -                     | -          | -             | -            | -         | -             | 90,000              | 90,000        | 1,2                     | -                        | -             | -             | -          | -             | -            | -         | -            |
| Operations and Maintenance Facility **                        | 3,200,000          | -                     | -          | -             | -            | -         | -             | 3,200,000           | 517           | 2                       | 3,199,483                | -             | -             | -          | -             | -            | -         | -            |
| Police and Courts Facility Upgrades **                        | 560,000            | -                     | -          | -             | -            | -         | -             | 560,000             | 560,000       | 4                       | -                        | -             | -             | -          | -             | -            | -         | -            |
| Senior Center **                                              | 5,998,000          | -                     | -          | -             | -            | -         | -             | 5,998,000           | 5,998,000     | 2,7,3                   | -                        | -             | -             | -          | -             | -            | -         | -            |
| Town Hall **                                                  | -                  | -                     | 820,000    | 13,880,000    | -            | -         | -             | 14,700,000          | 0             | 2,7                     | 0                        | -             | 14,700,000    | -          | 820,000       | 13,880,000   | -         | -            |
| Western Operations and Maintenance Facility (Temporary FS #6) | -                  | 600,000               | -          | -             | -            | -         | -             | 600,000             | 600,000       | 2,4                     | 0                        | -             | -             | -          | -             | -            | -         | -            |
| SUBTOTAL                                                      | \$ 9,848,000       | \$ 600,000            | \$ 820,000 | \$ 14,180,000 | \$ 4,080,000 | \$ -      | \$ 12,235,000 | \$ 41,763,000       | \$ 17,248,517 | \$ 3,199,483            | \$ -                     | \$ 21,315,000 | \$ -          | \$ 820,000 | \$ 14,180,000 | \$ 4,080,000 | \$ -      | \$ 2,235,000 |

\*General Obligation Bonds

\*\* Project Includes ADA Improvements

Other Sources

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (Prog. Sav. Fund Bal. Interest Inc.)
- 3. Escrow
- 4. Decision Package
- 5. Developer Agreement(s)
- 6. Park Development Fund
- 7. Tax Increment Reinvestment Zone (TIRZ)
- 8. Dedicated Sales Tax
- 9. SH 121 Regional Toll Revenue (RTR)

| PARK PROJECTS                                                                                 | PRIOR FISCAL YEARS | CONSTRUCTION SCHEDULE |               |               |               |              |               | TOTAL PROJECT COSTS | OTHER SOURCES  | ISSUED DEBT GO's & CO's | AUTHORIZED UNISSUED GO's | NEW DEBT      | DEBT SCHEDULE |              |               |              |            |              |
|-----------------------------------------------------------------------------------------------|--------------------|-----------------------|---------------|---------------|---------------|--------------|---------------|---------------------|----------------|-------------------------|--------------------------|---------------|---------------|--------------|---------------|--------------|------------|--------------|
|                                                                                               |                    | 2015-2016             | 2016-2017     | 2017-2018     | 2018-2019     | 2019-2020    | 2020-2025     |                     |                |                         |                          |               | 2015-2016     | 2016-2017    | 2017-2018     | 2018-2019    | 2019-2020  | 2020-2025    |
| 2015-16 Playground Repacements (Staton Oaks, & Timber Creek) **                               | \$ -               | \$ 400,000            | \$ -          | \$ -          | \$ -          | \$ -         | \$ -          | \$ 400,000          | \$ 400,000     | 8                       | \$ -                     | \$ -          | \$ -          | \$ -         | \$ -          | \$ -         | \$ -       | \$ -         |
| 2017-18 Playground Repacements (Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow) ** | -                  | -                     | -             | 1,200,000     | -             | -            | -             | 1,200,000           | 1,200,000      | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| 2019-20 Playground Repacements (Lakewood, Pecan Orchard, Stone Creek, Thrush West, & Gerault) | -                  | -                     | -             | -             | -             | 1,000,000    | -             | 1,000,000           | 1,000,000      | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| 2020-21 Playground Repacements (Grand, Peacock, & Chinn Chapel) **                            | -                  | -                     | -             | -             | -             | -            | 600,000       | 600,000             | 600,000        | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| 2022-23 Playground Repacements (Cortadera, Wilkerson, & Possum) **                            | -                  | -                     | -             | -             | -             | -            | 600,000       | 600,000             | 600,000        | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| 2023-24 Playground Repacements (Northshore, Jakes Hilltop, & Rustic Timbers) **               | -                  | -                     | -             | -             | -             | -            | 600,000       | 600,000             | 600,000        | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| 2024-25 Playground Repacements (Thrush East, & Westchester) **                                | -                  | -                     | -             | -             | -             | -            | 400,000       | 400,000             | 400,000        | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Bluebonnet Trail Connections **                                                               | -                  | -                     | -             | -             | -             | -            | 1,000,000     | 1,000,000           | 1,000,000      | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Bakersfield Park Restroom                                                                     | -                  | -                     | -             | 400,000       | -             | -            | -             | 400,000             | 400,000        | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Braden-Bakersfield Improvements                                                               | 360,000            | -                     | -             | -             | -             | -            | -             | 360,000             | 360,000        | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Cortadera Park Pond                                                                           | 145,000            | -                     | -             | -             | -             | -            | -             | 145,000             | 145,000        | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Equestrian Trail Head                                                                         | -                  | -                     | -             | -             | -             | -            | 400,000       | 400,000             | 400,000        | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Equestrian Trails                                                                             | -                  | -                     | -             | -             | -             | -            | 500,000       | 500,000             | 500,000        | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Green Acres Memorial Fann                                                                     | -                  | -                     | -             | -             | -             | -            | 2,200,000     | 2,200,000           | 2,200,000      | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Heritage Park of Flower Mound Phase II                                                        | 2,050,000          | 540,000               | -             | -             | -             | -            | -             | 2,590,000           | 2,590,000      | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Heritage Park of Flower Mound Phase III                                                       | 200,000            | -                     | 1,324,736     | -             | -             | -            | -             | 1,524,736           | 1,524,736      | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Heritage Park of Flower Mound Phase IV                                                        | -                  | -                     | 1,839,043     | -             | -             | -            | -             | 1,839,043           | 1,839,043      | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Indian Blanket Trail Connections                                                              | -                  | -                     | -             | -             | -             | -            | 2,000,000     | 2,000,000           | 2,000,000      | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Individual Park Improvements                                                                  | 930,000            | 180,000               | -             | -             | -             | -            | -             | 1,110,000           | 1,110,000      | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Log Cabin Property Purchase                                                                   | -                  | 454,098               | -             | -             | -             | -            | -             | 454,098             | 454,098        | 2                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Park and Trail Amenities                                                                      | 360,000            | 50,000                | 50,000        | 50,000        | 50,000        | 50,000       | -             | 610,000             | 610,000        | 2.6.8                   | -                        | -             | -             | -            | -             | -            | -          | -            |
| Park and Trails Master Plan                                                                   | -                  | 200,000               | -             | -             | -             | -            | -             | 200,000             | 200,000        | 2.6                     | -                        | -             | -             | -            | -             | -            | -          | -            |
| Pink Evening Primrose Trails (Section 1 & 3)                                                  | 800,000            | -                     | -             | -             | -             | -            | -             | 800,000             | 800,000        | 2.6                     | -                        | -             | -             | -            | -             | -            | -          | -            |
| Pink Evening Primrose Trail Connections                                                       | -                  | -                     | -             | -             | -             | 600,000      | -             | 600,000             | 600,000        | 2.6                     | -                        | -             | -             | -            | -             | -            | -          | -            |
| Purple Coneflower Trail Connections                                                           | -                  | -                     | -             | -             | -             | -            | 150,000       | 150,000             | 150,000        | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Rheudaail Park Amenities                                                                      | 200,000            | -                     | 965,600       | -             | -             | -            | -             | 1,165,600           | 1,165,600      | 2.8                     | -                        | -             | -             | -            | -             | -            | -          | -            |
| Rheudaail & Wilkerson Parks Pond Dredging and Bank Stabilization                              | 1,250,000          | 2,050,000             | -             | -             | -             | -            | -             | 3,300,000           | 1,250,000      | 8                       | -                        | 2,050,000     | 2,050,000     | -            | -             | -            | -          | -            |
| Tennis Center                                                                                 | -                  | -                     | -             | -             | 2,000,000     | -            | -             | 2,000,000           | 2,000,000      | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Texas Yellow Star Trail Connections                                                           | -                  | -                     | -             | -             | -             | -            | 850,000       | 850,000             | 850,000        | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| Twin Coves Park - Improvements                                                                | 3,400,000          | 400,000               | -             | -             | -             | -            | -             | 3,800,000           | 700,000        | 2.8                     | 3,100,000                | -             | -             | -            | -             | -            | -          | -            |
| White Lazy daisy Trail Connections                                                            | -                  | -                     | -             | -             | -             | -            | 100,000       | 100,000             | 100,000        | 8                       | -                        | -             | -             | -            | -             | -            | -          | -            |
| SUBTOTAL                                                                                      | \$ 9,695,000       | \$ 4,274,098          | \$ 4,179,379  | \$ 1,650,000  | \$ 2,050,000  | \$ 1,650,000 | \$ 9,400,000  | \$ 32,898,477       | \$ 27,748,477  | \$ 3,100,000            | \$ -                     | \$ 2,050,000  | \$ 2,050,000  | \$ -         | \$ -          | \$ -         | \$ -       | \$ -         |
| GRAND TOTAL GENERAL FUND - OLD                                                                | \$ 40,639,358      | \$ 11,622,538         | \$ 14,149,379 | \$ 27,062,250 | \$ 10,864,000 | \$ 9,991,480 | \$ 41,633,337 | \$ 195,862,342      | \$ 110,190,045 | \$ 11,325,297           | \$ -                     | \$ 34,347,000 | \$ 3,710,000  | \$ 2,270,000 | \$ 15,170,000 | \$ 5,770,000 | \$ 490,000 | \$ 6,937,000 |
| GRAND TOTAL GENERAL FUND - NEW                                                                | \$ 40,639,358      | \$ 11,722,538         | \$ 14,149,379 | \$ 27,062,250 | \$ 10,864,000 | \$ 9,991,480 | \$ 41,633,337 | \$ 195,862,342      | \$ 110,290,045 | \$ 11,325,297           | \$ -                     | \$ 34,347,000 | \$ 3,710,000  | \$ 2,270,000 | \$ 15,170,000 | \$ 5,770,000 | \$ 490,000 | \$ 6,937,000 |

\*\* Project Includes ADA Improvements

Other Sources

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
- 3. Escrow
- 4. Decision Package
- 5. Developer Agreement(s)
- 6. Park Development Fund
- 7. Tax Increment Reinvestment Zone (TIRZ)
- 8. Dedicated Sales Tax
- 9. SH 121 Regional Toll Revenue (RTR)

| WATER PROJECTS                                                     | PRIOR FISCAL YEARS | CONSTRUCTION SCHEDULE |               |               |              |              |              | TOTAL PROJECT COSTS | OTHER SOURCES | ISSUED DEBT  | AUTHORIZED UNISSUED GO's | NEW DEBT | DEBT SCHEDULE |              |              |              |              |              |               |
|--------------------------------------------------------------------|--------------------|-----------------------|---------------|---------------|--------------|--------------|--------------|---------------------|---------------|--------------|--------------------------|----------|---------------|--------------|--------------|--------------|--------------|--------------|---------------|
|                                                                    |                    | 2015-2016             | 2016-2017     | 2017-2018     | 2018-2019    | 2019-2020    | 2020-2025    |                     |               |              |                          |          | 2015-2016     | 2016-2017    | 2017-2018    | 2018-2019    | 2019-2020    | 2020-2025    |               |
| Aberdeen Water Line (FM 2499 to Lake Forest)                       | \$ -               | \$ -                  | \$ -          | \$ -          | \$ -         | \$ -         | \$ 240,000   | \$ 240,000          | 150,000       | 0.2          | \$ -                     | \$ -     | \$ 50,000     | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ 50,000     |
| Branchwood Water Line (Russwood Dr to FM407)                       | -                  | 300,000               | -             | -             | -            | -            | -            | 300,000             | 250,000       | 0.2          | -                        | -        | 50,000        | 50,000       | -            | -            | -            | -            | -             |
| Barton Grand Elevated Storage Tank Rehabilitation                  | 180,000            | 1,320,000             | -             | -             | -            | -            | -            | 1,500,000           | 80,000        | 2            | 100,000                  | -        | 1,320,000     | 1,320,000    | -            | -            | -            | -            | -             |
| Canyon Falls 20-inch Water Line                                    | -                  | 1,250,000             | 750,000       | 660,000       | -            | -            | -            | 2,660,000           | 400,000       | 0.2          | -                        | -        | 2,260,000     | 1,050,000    | 650,000      | 560,000      | -            | -            | -             |
| Cowboy Lane Water Line                                             | -                  | -                     | -             | -             | -            | -            | 670,000      | 670,000             | 140,000       | 0.3          | -                        | -        | 530,000       | -            | -            | -            | -            | -            | 530,000       |
| Denton Creek Boulevard 12-inch Water Line                          | -                  | -                     | -             | 2,550,000     | -            | -            | -            | 2,550,000           | 2,550,000     | 0.5          | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Denton Creek District - Reuse Water Master Plan                    | 100,000            | -                     | -             | -             | -            | -            | -            | 100,000             | 100,000       | 0.2          | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Denton Creek District - Reuse Waterlines                           | -                  | 400,000               | 250,000       | 250,000       | -            | -            | -            | 900,000             | 900,000       | 0.2          | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| FM 1171 to Hwy. 377 Water Line Phase II                            | -                  | -                     | -             | -             | -            | -            | 5,880,000    | 5,880,000           | 290,000       | 0.2          | -                        | -        | 5,590,000     | -            | -            | -            | -            | -            | 5,590,000     |
| FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)           | -                  | -                     | -             | -             | -            | -            | 200,000      | 200,000             | 200,000       | 0.2          | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| FM 2499 12-inch Water Line Phase I (Dixon to South of FM 1171)     | -                  | -                     | -             | 2,000,000     | -            | -            | -            | 2,000,000           | 300,000       | 0.2          | -                        | -        | 1,700,000     | -            | -            | 1,700,000    | -            | -            | -             |
| FM 2499 12-inch Water Line Phase III                               | 440,000            | 700,000               | -             | -             | -            | -            | -            | 1,140,000           | 400,000       | 0.2,5        | 395,000                  | -        | 345,000       | 345,000      | -            | -            | -            | -            | -             |
| FM2499/FM3040 24-inch Water Line Crossing Replacement              | -                  | 150,000               | -             | -             | -            | -            | -            | 150,000             | 150,000       | 2            | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Garden Ridge Blvd. Ph. II Water Line                               | -                  | -                     | -             | -             | 790,000      | -            | -            | 790,000             | 390,000       | 0.2          | -                        | -        | 400,000       | -            | -            | -            | 400,000      | -            | -             |
| High Road Water Line Replacement                                   | -                  | -                     | 4,810,000     | -             | -            | -            | -            | 4,810,000           | -             | 2            | -                        | -        | 4,810,000     | -            | -            | -            | -            | -            | -             |
| Highway 377/UPRR Water Line Phase II                               | 137,620            | -                     | -             | -             | -            | -            | 2,310,000    | 2,447,620           | 87,620        | 0.2          | 50,000                   | -        | 2,310,000     | -            | -            | -            | -            | 2,310,000    | -             |
| Impact Fee Update                                                  | 70,000             | -                     | -             | -             | -            | -            | -            | 70,000              | 70,000        | 0.2          | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Kirkpatrick Lane 12-inch Water Line Phase II (Valley Ridge - 1171) | 35,000             | -                     | -             | 1,270,000     | -            | -            | -            | 1,305,000           | 305,000       | 0.2          | -                        | -        | 1,000,000     | -            | -            | 1,000,000    | -            | -            | -             |
| Kirkpatrick Lane 12-inch Water Line Phase II (South of FM1171)     | -                  | -                     | -             | -             | -            | -            | 320,000      | 320,000             | 320,000       | 0.2          | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Lake Forest 12-inch Water Line (Bridge Gap)                        | -                  | -                     | -             | -             | 375,000      | -            | -            | 375,000             | 375,000       | 0.2          | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Lake Forest 12-inch Water Line (Spinks to Lakeside)                | 280,000            | -                     | -             | -             | -            | -            | -            | 280,000             | 280,000       | 0.2          | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Lake Forest 12-inch Water Line (FM 3040 to Spinks)                 | -                  | -                     | -             | -             | -            | -            | 1,380,000    | 1,380,000           | 500,000       | 0.2          | -                        | -        | 880,000       | -            | -            | -            | -            | -            | 880,000       |
| Long Prairie 12-inch Water Line                                    | 460,000            | 900,000               | -             | -             | -            | -            | -            | 1,360,000           | 505,000       | 0.2,5        | 355,000                  | -        | 500,000       | 500,000      | -            | -            | -            | -            | -             |
| Link/Red Oak East-West Connector                                   | -                  | -                     | -             | -             | -            | -            | 3,240,000    | 3,240,000           | 240,000       | 0.2          | -                        | -        | 3,000,000     | -            | -            | -            | -            | -            | 3,000,000     |
| Morris Road Water Line (FM 407 to FM 1171)                         | -                  | -                     | -             | -             | -            | -            | 7,120,000    | 7,120,000           | 350,000       | 0.2          | -                        | -        | 6,770,000     | -            | -            | -            | -            | -            | 6,770,000     |
| Morris Road 12-inch Water Line (Mallard Way to FM 3040)            | -                  | -                     | -             | -             | -            | -            | 370,000      | 370,000             | 300,000       | 0.2          | -                        | -        | 70,000        | -            | -            | -            | -            | -            | 70,000        |
| Oak Drive Water Main Replacement                                   | 310,000            | 1,600,000             | -             | -             | -            | -            | -            | 1,910,000           | -             | 2            | 310,000                  | -        | 1,600,000     | 1,600,000    | -            | -            | -            | -            | -             |
| Operations & Maintenance Facility                                  | 6,672,800          | 83,000                | -             | -             | -            | -            | -            | 6,755,800           | 134,000       | 2            | 6,621,800                | -        | -             | -            | -            | -            | -            | -            | -             |
| Pental Ground Storage Tank Rehabilitation                          | 1,695,000          | -                     | -             | -             | -            | -            | -            | 1,695,000           | 345,000       | 2            | 1,350,000                | -        | -             | -            | -            | -            | -            | -            | -             |
| Pental Pump Station Capacity Improvements                          | 900,000            | 420,000               | -             | -             | -            | -            | -            | 1,320,000           | 1,020,000     | 2.5          | -                        | -        | 300,000       | 300,000      | -            | -            | -            | -            | -             |
| Pental Pump Station (Auxiliary Power & Upgrades)                   | -                  | 600,000               | 1,500,000     | -             | -            | -            | -            | 2,100,000           | 330,000       | 0.2,5        | -                        | -        | 1,770,000     | 270,000      | 1,500,000    | -            | -            | -            | -             |
| Pressure Reducing Valves                                           | -                  | -                     | -             | -             | -            | -            | 560,000      | 560,000             | 300,000       | 0.2          | -                        | -        | 260,000       | -            | -            | -            | -            | -            | 260,000       |
| Raintree 12-inch Water Line (Ridgecrest to Shiloh)                 | 500,000            | -                     | -             | -             | -            | -            | -            | 500,000             | 75,000        | 0.2          | 425,000                  | -        | -             | -            | -            | -            | -            | -            | -             |
| Regency Park Booster Pump                                          | 850,000            | -                     | -             | -             | -            | -            | -            | 850,000             | 450,000       | 2            | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Rippy Road Water Line Improvements (FM 2499-Waketon)               | -                  | -                     | 730,000       | -             | -            | -            | -            | 730,000             | 330,000       | 0.2          | -                        | -        | 400,000       | -            | 400,000      | -            | -            | -            | -             |
| Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)       | -                  | -                     | -             | -             | -            | -            | 1,490,000    | 1,490,000           | 490,000       | 0.2          | -                        | -        | 1,000,000     | -            | -            | -            | -            | -            | 1,000,000     |
| Senior Center - Utilities                                          | 270,000            | -                     | -             | -             | -            | -            | -            | 270,000             | 270,000       | 2            | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Shady Point Acres Water Line Replacement                           | -                  | 300,000               | 1,000,000     | -             | -            | -            | -            | 1,300,000           | -             | 2            | -                        | -        | 1,300,000     | 300,000      | 1,000,000    | -            | -            | -            | -             |
| Stonecrest Pump Station Phase (Auxiliary Power)                    | -                  | -                     | 2,120,000     | -             | -            | -            | -            | 2,120,000           | 300,000       | 0.2          | -                        | -        | 1,820,000     | -            | 1,820,000    | -            | -            | -            | -             |
| Stonecrest Pump Station Phase II                                   | -                  | -                     | -             | -             | -            | -            | 5,140,000    | 5,140,000           | 250,000       | 0.2          | -                        | -        | 4,890,000     | -            | -            | -            | -            | -            | 4,890,000     |
| Stonehill Pump Station 10MG Ground Storage Tank Modification       | -                  | 350,000               | -             | -             | -            | -            | -            | 350,000             | -             | 1.2          | -                        | -        | 350,000       | 350,000      | -            | -            | -            | -            | -             |
| Stonehill 10MG Ground Storage Tank Rehabilitation                  | 40,000             | -                     | -             | -             | -            | -            | -            | 40,000              | 40,000        | 2            | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Stonehill Pump Station Discharge Valve Replacement                 | -                  | 500,000               | -             | -             | -            | -            | -            | 500,000             | -             | 2            | -                        | -        | 500,000       | 500,000      | -            | -            | -            | -            | -             |
| Timber Creek 20-inch Water Line                                    | -                  | -                     | -             | -             | -            | -            | 370,000      | 370,000             | 250,000       | 2            | -                        | -        | 120,000       | -            | -            | -            | -            | -            | 120,000       |
| Timber Valley Rehabilitation Phase II                              | -                  | -                     | -             | 600,000       | -            | -            | -            | 600,000             | -             | 2            | -                        | -        | 600,000       | -            | -            | 600,000      | -            | -            | -             |
| Trialwood Terrace 12-inch Water Line                               | -                  | 400,000               | -             | -             | -            | 1,370,000    | -            | 1,770,000           | 400,000       | 0.2          | -                        | -        | 1,370,000     | -            | -            | -            | -            | 1,370,000    | -             |
| Twin Coves Park - Improvements (Utilities)                         | -                  | 400,000               | -             | -             | -            | -            | -            | 400,000             | 400,000       | 2            | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Utility Asset Management & Utility Replacement                     | 300,000            | 300,000               | 300,000       | 300,000       | 300,000      | 300,000      | -            | 1,800,000           | -             | 2            | 300,000                  | -        | 1,500,000     | 300,000      | 300,000      | 300,000      | 300,000      | 300,000      | -             |
| Water Reuse System Phase I                                         | -                  | -                     | -             | -             | -            | -            | 3,186,000    | 3,186,000           | -             | 0.2          | -                        | -        | 3,186,000     | -            | -            | -            | -            | -            | 3,186,000     |
| Water Reuse System Phase II                                        | -                  | -                     | -             | -             | -            | -            | 760,000      | 760,000             | -             | 0.2          | -                        | -        | 760,000       | -            | -            | -            | -            | -            | 760,000       |
| Water Reuse System Phase III                                       | -                  | -                     | -             | -             | -            | -            | 1,100,000    | 1,100,000           | -             | 0.2          | -                        | -        | 1,100,000     | -            | -            | -            | -            | -            | 1,100,000     |
| Water Reuse System Phase IV                                        | -                  | -                     | -             | -             | -            | -            | 820,000      | 820,000             | 820,000       | 0.2          | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Water System Leak Detection & Repair                               | 550,000            | 50,000                | 50,000        | 50,000        | 50,000       | 50,000       | 50,000       | 800,000             | -             | 2            | 550,000                  | -        | 250,000       | 50,000       | 50,000       | 50,000       | 50,000       | 50,000       | -             |
| Water System Model Update                                          | 105,000            | 25,785                | 5,000         | 5,000         | 5,000        | 5,000        | -            | 150,785             | 150,785       | 0.2          | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| West Side Water Lines (East)                                       | -                  | -                     | -             | -             | -            | -            | 2,610,000    | 2,610,000           | 300,000       | 0.2          | -                        | -        | 2,310,000     | -            | -            | -            | -            | -            | 2,310,000     |
| West Side Water Lines (South)                                      | -                  | -                     | -             | -             | -            | -            | 3,850,000    | 3,850,000           | 350,000       | 0.2          | -                        | -        | 3,500,000     | -            | -            | -            | -            | -            | 3,500,000     |
| West Side Water Lines (West)                                       | -                  | -                     | -             | -             | -            | -            | 1,390,000    | 1,390,000           | 150,000       | 0.2          | -                        | -        | 1,240,000     | -            | -            | -            | -            | -            | 1,240,000     |
| Western Operations and Maintenance Facility (Temporary FS #6)      | 250,000            | 200,000               | -             | -             | -            | -            | -            | 450,000             | 450,000       | 2            | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Western Operations and Maintenance Facility (Buildout)             | -                  | -                     | -             | -             | 100,000      | -            | -            | 100,000             | 100,000       | 2            | -                        | -        | -             | -            | -            | -            | -            | -            | -             |
| Western Pump Station Phase I                                       | 12,475,000         | -                     | -             | -             | -            | -            | -            | 12,475,000          | 969,760       | 0.2          | 11,505,240               | -        | -             | -            | -            | -            | -            | -            | -             |
| SUBTOTAL                                                           |                    | \$ 26,620,420         | \$ 10,248,785 | \$ 11,515,000 | \$ 7,685,000 | \$ 1,620,000 | \$ 1,725,000 | \$ 43,006,000       | \$102,420,205 | \$18,747,165 |                          | \$       | \$ 61,711,000 | \$ 6,935,000 | \$10,530,000 | \$ 4,210,000 | \$ 3,060,000 | \$ 1,720,000 | \$ 35,256,000 |

\*\* Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

| STORMWATER PROJECTS                                                   | PRIOR<br>FISCAL<br>YEARS | CONSTRUCTION SCHEDULE |               |               |               |               |               | TOTAL<br>PROJECT<br>COSTS | OTHER<br>SOURCES | ISSUED<br>DEBT | AUTHORIZED<br>UNISSUED GO's | NEW<br>DEBT | DEBT SCHEDULE |               |               |               |               |               |
|-----------------------------------------------------------------------|--------------------------|-----------------------|---------------|---------------|---------------|---------------|---------------|---------------------------|------------------|----------------|-----------------------------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                                                                       |                          | 2015-<br>2016         | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2025 |                           |                  |                |                             |             | 2015-<br>2016 | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2025 |
| Bakers Branch Stabilization at Cedar Bluff (Strait Lane)              | \$ -                     | \$ -                  | \$ -          | \$ -          | \$ -          | \$ -          | \$ 150,000    | \$ 150,000                | \$ 150,000       | 2              | \$ -                        | \$ -        | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          |
| Bakers Branch Stabilization at 1804 Doubletree                        | -                        | 75,000                | -             | -             | -             | -             | -             | 75,000                    | 75,000           | 2              | -                           | -           | -             | -             | -             | -             | -             | -             |
| Bakers Branch Stabilization at 1804 Doubletree                        | -                        | -                     | 75,000        | -             | -             | -             | -             | 75,000                    | 75,000           | 2              | -                           | -           | -             | -             | -             | -             | -             | -             |
| Bakers Branch Stabilization at Twilight Drive - NEW                   | -                        | 127,500               | -             | -             | -             | -             | -             | 127,500                   | 127,500          | 2              | -                           | -           | -             | -             | -             | -             | -             | -             |
| FM 2499 Drainage Improvements (Gerault to Denton Creek)               | 500,000                  | -                     | -             | -             | -             | -             | -             | 500,000                   | 500,000          | 1.2            | -                           | -           | -             | -             | -             | -             | -             | -             |
| Lusk Lane Drainage Improvements Phase II                              | -                        | -                     | 50,000        | -             | -             | -             | -             | 50,000                    | 50,000           | 2              | -                           | -           | -             | -             | -             | -             | -             | -             |
| Lusk Lane Drainage Improvements Phase II                              | -                        | 20,000                | -             | -             | -             | -             | -             | 20,000                    | 50,000           | 2              | -                           | -           | -             | -             | -             | -             | -             | -             |
| McKamy Creek Branch Stabilization at 3400 Pheasant Ct                 | -                        | 30,000                | -             | -             | -             | -             | -             | 30,000                    | 30,000           | 2              | -                           | -           | -             | -             | -             | -             | -             | -             |
| McKamy Creek Branch Stabilization at 3400 Pheasant Ct                 | -                        | 32,500                | -             | -             | -             | -             | -             | 32,500                    | 32,500           | 2              | -                           | -           | -             | -             | -             | -             | -             | -             |
| Pecan Acres Drainage Improvements                                     | -                        | -                     | -             | -             | -             | 150,000       | 350,000       | 500,000                   | 500,000          | 2              | -                           | -           | -             | -             | -             | -             | -             | -             |
| River Hill Drive Creek Bank Stabilization                             | -                        | 45,000                | -             | -             | -             | -             | -             | 45,000                    | 45,000           | 1.2            | -                           | -           | -             | -             | -             | -             | -             | -             |
| River Hill Drive Creek Bank Stabilization                             | -                        | -                     | 45,000        | -             | -             | -             | -             | 45,000                    | 45,000           | 1.2            | -                           | -           | -             | -             | -             | -             | -             | -             |
| Timber Creek Stabilization at Timber Creek Rd (North & South Bridges) | -                        | -                     | 100,000       | 150,000       | 150,000       | -             | -             | 400,000                   | 400,000          | 2              | -                           | -           | -             | -             | -             | -             | -             | -             |
| SUBTOTAL - OLD                                                        | \$ 500,000               | \$ 150,000            | \$ 150,000    | \$ 150,000    | \$ 150,000    | \$ 150,000    | \$ 500,000    | \$ 1,750,000              | \$ 1,750,000     |                | \$ -                        | \$ -        | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          |
| SUBTOTAL - NEW                                                        | \$ 500,000               | \$ 180,000            | \$ 220,000    | \$ 150,000    | \$ 150,000    | \$ 150,000    | \$ 500,000    | \$ 1,850,000              | \$ 1,880,000     |                | \$ -                        | \$ -        | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          |
| ** Project Includes ADA Improvements                                  |                          |                       |               |               |               |               |               |                           |                  |                |                             |             |               |               |               |               |               |               |
| Other Sources                                                         |                          |                       |               |               |               |               |               |                           |                  |                |                             |             |               |               |               |               |               |               |
| 0. Impact Fees                                                        |                          |                       |               |               |               |               |               |                           |                  |                |                             |             |               |               |               |               |               |               |
| 1. Grant and Interlocal Funds                                         |                          |                       |               |               |               |               |               |                           |                  |                |                             |             |               |               |               |               |               |               |
| 2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)               |                          |                       |               |               |               |               |               |                           |                  |                |                             |             |               |               |               |               |               |               |
| 3. Escrow                                                             |                          |                       |               |               |               |               |               |                           |                  |                |                             |             |               |               |               |               |               |               |
| 4. Decision Package                                                   |                          |                       |               |               |               |               |               |                           |                  |                |                             |             |               |               |               |               |               |               |
| 5. Developer Agreement(s)                                             |                          |                       |               |               |               |               |               |                           |                  |                |                             |             |               |               |               |               |               |               |
| 6. Park Development Fund                                              |                          |                       |               |               |               |               |               |                           |                  |                |                             |             |               |               |               |               |               |               |
| 7. Tax Increment Reinvestment Zone (TIRZ)                             |                          |                       |               |               |               |               |               |                           |                  |                |                             |             |               |               |               |               |               |               |
| 8. Dedicated Sales Tax                                                |                          |                       |               |               |               |               |               |                           |                  |                |                             |             |               |               |               |               |               |               |
| 9. SH 121 Regional Toll Revenue (RTR)                                 |                          |                       |               |               |               |               |               |                           |                  |                |                             |             |               |               |               |               |               |               |

| WASTEWATER PROJECTS                                                               | PRIOR FISCAL YEARS | CONSTRUCTION SCHEDULE |               |               |              |              |               | TOTAL PROJECT COSTS | OTHER SOURCES | ISSUED DEBT   | AUTHORIZED UNISSUED GO'S | NEW            | DEBT SCHEDULE |               |               |              |              |               |               |
|-----------------------------------------------------------------------------------|--------------------|-----------------------|---------------|---------------|--------------|--------------|---------------|---------------------|---------------|---------------|--------------------------|----------------|---------------|---------------|---------------|--------------|--------------|---------------|---------------|
|                                                                                   |                    | 2015-2016             | 2016-2017     | 2017-2018     | 2018-2019    | 2019-2020    | 2020-2025     |                     |               |               |                          |                | 2015-2016     | 2016-2017     | 2017-2018     | 2018-2019    | 2019-2020    | 2020-2025     |               |
| Bakers Branch Collector Phase II (Lexington to Gerault)                           | -                  | -                     | 1,700,000     | -             | -            | -            | -             | 1,700,000           | 200,000       | 0.2           | -                        | 1,500,000      | -             | 1,500,000     | -             | -            | -            | -             | -             |
| Canterbury Lane Sewer Line Replacement                                            | 80,000             | -                     | -             | -             | -            | -            | -             | 80,000              | 80,000        | 2             | -                        | -              | -             | -             | -             | -            | -            | -             | -             |
| Colonial Drive Wastewater Line (Colony St. to Homestead St.)                      | 20,000             | -                     | -             | -             | -            | -            | -             | 20,000              | 20,000        | 2             | -                        | -              | -             | -             | -             | -            | -            | -             | -             |
| Denton Creek Boulevard Wastewater Line                                            | -                  | -                     | -             | 2,700,000     | -            | -            | -             | 2,700,000           | 2,700,000     | 0.5           | -                        | -              | -             | -             | -             | -            | -            | -             | -             |
| Impact Fee Update                                                                 | 70,000             | -                     | -             | -             | -            | -            | -             | 70,000              | 70,000        | 0             | -                        | -              | -             | -             | -             | -            | -            | -             | -             |
| Justin Road Lift Station Outfall                                                  | -                  | -                     | -             | -             | -            | 550,000      | -             | 550,000             | 300,000       | 0.2           | 0                        | 250,000        | -             | -             | -             | -            | 250,000      | -             | -             |
| Inflow-Infiltration/Evaluation and Repair                                         | 1,480,000          | 250,000               | 250,000       | 250,000       | 250,000      | 250,000      | -             | 2,730,000           | 130,000       | 2             | 1,350,000                | 1,250,000      | 250,000       | 250,000       | 250,000       | 250,000      | 250,000      | -             | -             |
| Lakeside Lift Station and Force Main                                              | 3,090,000          | -                     | -             | -             | -            | -            | -             | 3,090,000           | 2,090,000     | 0.2,3.5       | 1,000,000                | -              | -             | -             | -             | -            | -            | -             | -             |
| Lakeside Lift Station and Force Main Phase II                                     | -                  | -                     | -             | -             | 2,400,000    | -            | -             | 2,400,000           | 400,000       | 0.2,3.5       | -                        | 2,000,000      | -             | -             | -             | 2,000,000    | -            | -             | -             |
| Lift Station Improvements and Decommissioning                                     | 50,000             | 1,725,000             | -             | -             | -            | -            | -             | 1,775,000           | 50,000        | 2             | -                        | 1,725,000      | 1,725,000     | -             | -             | -            | -            | -             | -             |
| Long Prairie Interceptor (North of College Pkwy)                                  | -                  | -                     | -             | -             | -            | -            | 330,000       | 330,000             | -             | 0.2           | -                        | 330,000        | -             | -             | -             | -            | -            | -             | 330,000       |
| Lower Timber Interceptor (Teakwood to Pintail Park)                               | -                  | -                     | -             | -             | 905,000      | -            | -             | 905,000             | -             | 0.2           | -                        | 905,000        | -             | -             | -             | 905,000      | -            | -             | -             |
| McKamy Creek Road Sewer Line Replacement                                          | 185,000            | -                     | -             | -             | -            | -            | -             | 185,000             | 185,000       | 2             | -                        | -              | -             | -             | -             | -            | -            | -             | -             |
| Oak Street Lift Station and Force Main Phase III                                  | 6,225,000          | -                     | -             | -             | -            | -            | -             | 6,225,000           | 70,000        | 0.2           | 6,155,000                | -              | -             | -             | -             | -            | -            | -             | -             |
| Oak Street Lift Station and Force Main Phase IV                                   | -                  | -                     | -             | -             | 3,300,000    | -            | -             | 3,300,000           | 150,000       | 0.2           | -                        | 3,150,000      | -             | -             | -             | 3,150,000    | -            | -             | -             |
| Oak Street Lift Station and Force Main Phase V                                    | -                  | -                     | -             | -             | -            | -            | 2,500,000     | 2,500,000           | -             | 0.2           | -                        | 2,500,000      | -             | -             | -             | -            | -            | -             | 2,500,000     |
| Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)         | -                  | 1,010,000             | -             | -             | -            | -            | -             | 1,010,000           | 410,000       | 0.2           | -                        | 600,000        | 600,000       | -             | -             | -            | -            | -             | -             |
| Upper Timber Creek Interceptor (South of College Pkwy.)                           | -                  | -                     | -             | -             | -            | -            | 300,000       | 300,000             | -             | 0.2           | -                        | 300,000        | -             | -             | -             | -            | -            | -             | 300,000       |
| Riverwalk Collector (Morris Rd. to Windsor Dr.)                                   | -                  | -                     | -             | -             | -            | -            | 430,000       | 430,000             | 230,000       | 0.2           | -                        | 200,000        | -             | -             | -             | -            | -            | -             | 200,000       |
| Southside Force Main Extension                                                    | -                  | -                     | -             | -             | -            | -            | 1,710,000     | 1,710,000           | 710,000       | 0.2           | -                        | 1,000,000      | -             | -             | -             | -            | -            | -             | 1,000,000     |
| Southside Gravity Improvements                                                    | -                  | -                     | -             | -             | -            | -            | 2,970,000     | 2,970,000           | 600,000       | 0.3,5         | -                        | 2,370,000      | -             | -             | -             | -            | -            | -             | 2,370,000     |
| Southside Pump Upgrade                                                            | -                  | -                     | -             | -             | -            | -            | 780,000       | 780,000             | 400,000       | 0.2           | -                        | 380,000        | -             | -             | -             | -            | -            | -             | 380,000       |
| Wastewater System Model Update                                                    | 175,000            | 25,785                | 5,000         | 5,000         | 5,000        | 5,000        | -             | 220,785             | 220,785       | 0.2           | -                        | -              | -             | -             | -             | -            | -            | -             | -             |
| Wastewater Treatment Plant Auxiliary Power                                        | 620,000            | -                     | -             | -             | -            | -            | -             | 620,000             | -             | 0.2           | 620,000                  | -              | -             | -             | -             | -            | -            | -             | -             |
| Wastewater Treatment Plant Capacity Study                                         | -                  | -                     | -             | 75,000        | -            | -            | -             | 75,000              | 75,000        | 0.2           | -                        | -              | -             | -             | -             | -            | -            | -             | -             |
| Wastewater Treatment Plant Expansion                                              | -                  | -                     | -             | -             | -            | -            | ???           | -                   | -             | 0.2           | -                        | -              | -             | -             | -             | -            | -            | -             | -             |
| Wastewater Treatment Plant Final Clarification Rehabilitation                     | 350,000            | 300,000               | -             | -             | -            | -            | -             | 650,000             | 300,000       | 2             | 350,000                  | -              | -             | -             | -             | -            | -            | -             | -             |
| Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)              | 940,000            | 5,600,000             | -             | -             | -            | -            | -             | 6,540,000           | 780,000       | 2             | 160,000                  | 5,600,000      | 5,600,000     | -             | -             | -            | -            | -             | -             |
| Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening) | -                  | -                     | 800,000       | 6,000,000     | -            | -            | -             | 6,800,000           | -             | 2             | -                        | 6,800,000      | -             | 800,000       | 6,000,000     | -            | -            | -             | -             |
| Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)               | -                  | -                     | -             | -             | -            | -            | 13,000,000    | 13,000,000          | -             | 2             | -                        | 13,000,000     | -             | -             | -             | -            | -            | -             | 13,000,000    |
| Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)          | -                  | -                     | -             | -             | -            | -            | 1,000,000     | 1,000,000           | -             | 2             | -                        | 1,000,000      | -             | -             | -             | -            | -            | -             | 1,000,000     |
| Wellington Interceptor Phase VI Section I (Vail Lane to Oak Street Lift Station)  | -                  | -                     | -             | 310,000       | -            | -            | -             | 310,000             | 95,000        | 0.2           | -                        | 215,000        | -             | -             | 215,000       | -            | -            | -             | -             |
| Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)                     | -                  | -                     | -             | -             | -            | -            | 720,000       | 720,000             | -             | 0.2           | -                        | 720,000        | -             | -             | -             | -            | -            | -             | 720,000       |
| Wellington Interceptor (Fieldcrest Rd. to FM 3040)                                | -                  | -                     | -             | -             | -            | -            | 410,000       | 410,000             | -             | 0.2           | -                        | 410,000        | -             | -             | -             | -            | -            | -             | 410,000       |
| Wichita Trail Lift Station Improvements                                           | -                  | -                     | -             | -             | -            | -            | 780,000       | 780,000             | -             | 0.2           | -                        | 780,000        | -             | -             | -             | -            | -            | -             | 780,000       |
| SUBTOTAL                                                                          | \$ 13,285,000      | \$ 8,910,785          | \$ 2,755,000  | \$ 9,340,000  | \$ 6,860,000 | \$ 805,000   | \$ 24,930,000 | \$ 66,885,785       | \$ 10,265,785 |               | \$ 9,635,000             |                | \$ 46,985,000 | \$ 8,175,000  | \$ 2,550,000  | \$ 6,465,000 | \$ 6,305,000 | \$ 500,000    | \$ 22,990,000 |
| GRAND TOTAL UTILITY FUND                                                          | \$ 40,405,420      | \$ 19,309,570         | \$ 14,420,000 | \$ 17,175,000 | \$ 8,630,000 | \$ 2,680,000 | \$ 68,436,000 | \$ 171,055,990      | \$ 30,762,950 | \$ 31,597,040 | \$ -                     | \$ 108,696,000 | \$ 15,110,000 | \$ 13,080,000 | \$ 10,675,000 | \$ 9,365,000 | \$ 2,220,000 | \$ 58,246,000 |               |
| GRAND TOTAL UTILITY FUND                                                          | \$ 40,405,420      | \$ 19,339,570         | \$ 14,490,000 | \$ 17,175,000 | \$ 8,630,000 | \$ 2,680,000 | \$ 68,436,000 | \$ 171,155,990      | \$ 30,892,950 | \$ 31,597,040 | \$ -                     | \$ 108,696,000 | \$ 15,110,000 | \$ 13,080,000 | \$ 10,675,000 | \$ 9,365,000 | \$ 2,220,000 | \$ 58,246,000 |               |
| ** Project Includes ADA Improvements                                              |                    |                       |               |               |              |              |               |                     |               |               |                          |                |               |               |               |              |              |               |               |
| Other Sources                                                                     |                    | 30,000                |               |               |              |              |               |                     |               |               |                          |                |               |               |               |              |              |               |               |
| 0. Impact Fees                                                                    |                    | 100,000               |               |               |              |              |               |                     |               |               |                          |                |               |               |               |              |              |               |               |
| 1. Grant and Interlocal Funds                                                     |                    |                       |               |               |              |              |               |                     |               |               |                          |                |               |               |               |              |              |               |               |
| 2. Other Sources (Prog. Sav., Fund Bal., Interest Inc.)                           |                    |                       |               |               |              |              |               |                     |               |               |                          |                |               |               |               |              |              |               |               |
| 3. Escrow                                                                         |                    |                       |               |               |              |              |               |                     |               |               |                          |                |               |               |               |              |              |               |               |
| 4. Decision Package                                                               |                    |                       |               |               |              |              |               |                     |               |               |                          |                |               |               |               |              |              |               |               |
| 5. Developer Agreement(s)                                                         |                    |                       |               |               |              |              |               |                     |               |               |                          |                |               |               |               |              |              |               |               |
| 6. Park Development Fund                                                          |                    |                       |               |               |              |              |               |                     |               |               |                          |                |               |               |               |              |              |               |               |
| 7. Tax Increment Reinvestment Zone (TIRZ)                                         |                    |                       |               |               |              |              |               |                     |               |               |                          |                |               |               |               |              |              |               |               |
| 8. Dedicated Sales Tax                                                            |                    |                       |               |               |              |              |               |                     |               |               |                          |                |               |               |               |              |              |               |               |
| 9. SH 121 Regional Toll Revenue (RTR)                                             |                    |                       |               |               |              |              |               |                     |               |               |                          |                |               |               |               |              |              |               |               |

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TOWN OF FLOWER MOUND  
SUMMARY OF FIVE YEAR CIP PLAN  
FY 2015-2016  
Amendment 3  
02/15/2016

| STREET PROJECTS                                                    | PRIOR FISCAL<br>YEARS | CONSTRUCTION SCHEDULE |               |               |               |               |               | TOTAL<br>PROJECT<br>COSTS | OTHER<br>SOURCES |           | ISSUED DEBT<br>GO's & CO's | AUTHORIZED<br>UNISSUED GO's | NEW<br>DEBT  | DEBT SCHEDULE |               |               |               |               |               |
|--------------------------------------------------------------------|-----------------------|-----------------------|---------------|---------------|---------------|---------------|---------------|---------------------------|------------------|-----------|----------------------------|-----------------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                                                                    |                       | 2015-<br>2016         | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2025 |                           |                  |           |                            |                             |              | 2015-<br>2016 | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2025 |
| Aberdeen Drive                                                     | \$ -                  | \$ -                  | \$ -          | \$ -          | \$ -          | \$ -          | \$ 1,580,000  | \$ 1,580,000              | \$ 300,000       | 0,2       | \$ -                       | \$ -                        | \$ 1,280,000 | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          | \$ 1,280,000  |
| ADA Transition Plan and Implementation **                          | 213,000               | 150,000               | 150,000       | 150,000       | 150,000       | 150,000       | -             | 963,000                   | 3,000            | 2,5       | 210,000                    | -                           | 750,000      | 150,000       | 150,000       | 150,000       | 150,000       | 150,000       | -             |
| Auburn Drive Right Turn Lane (FM 1171 Eastbound onto Auburn)       | 185,000               | -                     | -             | -             | -             | -             | -             | 185,000                   | 185,000          | 2,3       | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| Churchill Drive ( FM 2499 to Yucca)                                | 500,000               | 25,000                | -             | 452,000       | -             | -             | -             | 977,000                   | 977,000          | 0,2,7     | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| Cowboy Lane                                                        | -                     | -                     | -             | -             | -             | -             | 433,337       | 433,337                   | 193,337          | 3         | -                          | -                           | 240,000      | -             | -             | -             | -             | -             | 240,000       |
| Denton Creek Boulevard Bridge (Graham Branch crossing)             | -                     | -                     | -             | 7,000,000     | -             | -             | -             | 7,000,000                 | 7,000,000        | 0,1,5     | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| Firewheel Drive (Complete 4 lane gap, 340 feet north of Garden Rd) | -                     | -                     | 600,000       | -             | -             | -             | -             | 600,000                   | 300,000          | 0,2,5     | -                          | -                           | 300,000      | -             | 300,000       | -             | -             | -             | -             |
| FM 1171                                                            | 287,000               | 126,665               | -             | -             | -             | -             | -             | 413,665                   | 207,401          | 0,1,2     | 206,264                    | *                           | -            | -             | -             | -             | -             | -             | -             |
| FM 1171 at FM 2499 Westbound Right Turn Lane                       | -                     | -                     | 860,000       | -             | -             | -             | -             | 860,000                   | -                | 2         | -                          | -                           | 860,000      | -             | 860,000       | -             | -             | -             | -             |
| FM 1171 at FM 2499 Eastbound Right Turn Lane                       | -                     | 620,000               | -             | -             | -             | -             | -             | 620,000                   | -                | 2         | -                          | -                           | 620,000      | 620,000       | -             | -             | -             | -             | -             |
| FM 2499 at Lakeside Intersection Improvement **                    | 990,000               | -                     | -             | -             | -             | -             | -             | 990,000                   | 640,000          | 0,2,5     | 350,000                    | -                           | -            | -             | -             | -             | -             | -             | -             |
| FM 2499 Roadway, Traffic Signal, and Drainage                      | 7,399,844             | -                     | -             | -             | -             | -             | -             | 7,399,844                 | 7,399,844        | 1,2       | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| FM 407 (TxDot)                                                     | 161,114               | 16,775                | -             | -             | -             | -             | -             | 177,889                   | 177,889          | 1,2       | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| Garden Ridge Through Lane (at FM 3040)                             | -                     | -                     | -             | -             | -             | 400,000       | -             | 400,000                   | 200,000          | 0,2       | -                          | -                           | 200,000      | -             | -             | -             | -             | 200,000       | -             |
| I 35W Interchange at Denton Creek                                  | -                     | -                     | -             | -             | -             | -             | 5,000,000     | 5,000,000                 | 5,000,000        | 0,1,5     | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| Impact Fee Update                                                  | 100,000               | -                     | -             | -             | -             | -             | -             | 100,000                   | 100,000          | 0         | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| Kirkpatrick Lane Phase III (South of FM 1171)                      | 282,000               | -                     | -             | -             | -             | -             | 8,718,000     | 9,000,000                 | 6,307,850        | 0,1,2,3,5 | 10,150                     | *                           | 2,682,000    | -             | -             | -             | -             | -             | 2,682,000     |
| Lakeforest Boulevard Bridge                                        | -                     | -                     | -             | 200,000       | 1,800,000     | -             | -             | 2,000,000                 | 600,000          | 0,2       | -                          | -                           | 1,400,000    | -             | -             | -             | 1,400,000     | -             | -             |
| LakesideTurn Lane at Gerault                                       | -                     | -                     | -             | 100,250       | -             | -             | -             | 100,250                   | 100,250          | 0,2,5     | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| McKamy Creek Turn Lane at Flower Mound Rd                          | 350,000               | -                     | -             | -             | -             | -             | -             | 350,000                   | -                | 0,2       | 350,000                    | -                           | -            | -             | -             | -             | -             | -             | -             |
| Morriss/Gerault Improvement Phase II (FM 407 - 3040)               | -                     | -                     | -             | -             | -             | 4,851,480     | -             | 4,851,480                 | 4,851,480        | 0,5       | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| Neighborhood Traffic Management                                    | 125,000               | -                     | -             | -             | -             | -             | -             | 125,000                   | 125,000          | 2,4       | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| Roadway Amenities                                                  | 30,000                | 65,000                | 15,000        | 15,000        | 15,000        | 15,000        | -             | 155,000                   | 80,000           | 2         | -                          | -                           | 75,000       | 15,000        | 15,000        | 15,000        | 15,000        | 15,000        | -             |
| Sagebrush Improvements (FM2499 to Old Settlers) **                 | 3,670,000             | -                     | -             | -             | -             | -             | -             | 3,670,000                 | 520,000          | 0,2       | 3,150,000                  | -                           | -            | -             | -             | -             | -             | -             | -             |
| Sidewalk Links **                                                  | 436,000               | 225,000               | -             | -             | -             | -             | -             | 661,000                   | 661,000          | 2,4       | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| Skilern Road (Flower Mound Rd to Riverhill) **                     | -                     | -                     | -             | 700,000       | -             | -             | -             | 700,000                   | -                | 2         | -                          | -                           | 700,000      | -             | -             | 700,000       | -             | -             | -             |
| SPA 2 Connector (Bob White)                                        | 260,000               | -                     | -             | -             | -             | -             | -             | 260,000                   | 85,000           | 2         | 175,000                    | -                           | -            | -             | -             | -             | -             | -             | -             |
| Stonecrest Road (500 ft North of Canyon Falls Dr. to Town Limit)   | 150,000               | 1,500,000             | -             | -             | -             | -             | -             | 1,650,000                 | 900,000          | 2,5       | -                          | -                           | 750,000      | 750,000       | -             | -             | -             | -             | -             |
| Timber Creek Road (Kirkpatrick to Glen Hollow) **                  | -                     | 780,000               | -             | -             | -             | -             | -             | 780,000                   | 780,000          | 0,2       | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| Waketon Road **                                                    | -                     | 600,000               | 4,250,000     | -             | -             | -             | -             | 4,850,000                 | 4,850,000        | 3,5,7     | -                          | -                           | -            | -             | -             | -             | -             | -             | -             |
| SUBTOTAL                                                           | \$ 15,138,958         | \$ 4,108,440          | \$ 5,875,000  | \$ 8,617,250  | \$ 1,965,000  | \$ 5,416,480  | \$ 15,731,337 | \$ 56,852,465             | \$ 42,544,051    |           | \$ 4,451,414               | \$ -                        | \$ 9,857,000 | \$ 1,535,000  | \$ 1,325,000  | \$ 865,000    | \$ 1,565,000  | \$ 365,000    | \$ 4,202,000  |

\*General Obligation Bonds  
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**Other Sources**  
0. Impact Fees  
1. Grant and Interlocal Funds  
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3. Escrow  
4. Decision Package  
5. Developer Agreement(s)  
6. Park Development Fund  
7. Tax Increment Reinvestment Zone (TIRZ)  
8. Dedicated Sales Tax  
9. SH 121 Regional Toll Revenue (RTR)

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TOWN OF FLOWER MOUND

SUMMARY OF FIVE YEAR CIP PLAN

FY 2015-2016

Amendment 3

02/15/2016

| SIGNAL PROJECTS                          | PRIOR FISCAL YEARS | CONSTRUCTION SCHEDULE |            |            |            |            |              | TOTAL PROJECT COSTS | OTHER SOURCES |         | ISSUED DEBT GO's & CO's | AUTHORIZED UNISSUED GO's | NEW DEBT     | DEBT SCHEDULE |            |            |            |            |            |
|------------------------------------------|--------------------|-----------------------|------------|------------|------------|------------|--------------|---------------------|---------------|---------|-------------------------|--------------------------|--------------|---------------|------------|------------|------------|------------|------------|
|                                          |                    | 2015-2016             | 2016-2017  | 2017-2018  | 2018-2019  | 2019-2020  | 2020-2025    |                     |               |         |                         |                          |              | 2015-2016     | 2016-2017  | 2017-2018  | 2018-2019  | 2019-2020  | 2020-2025  |
| College Parkway at Timber Creek          | \$ -               | \$ -                  | \$ -       | \$ -       | \$ -       | \$ -       | \$ 215,000   | 215,000             | \$ 215,000    | 0,2,4   | \$ -                    | \$ -                     | \$ -         | \$ -          | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       |
| Bruton Orand at Kenwood                  | -                  | -                     | -          | -          | -          | -          | 215,000      | 215,000             | 215,000       | 0,2,4   | -                       | -                        | -            | -             | -          | -          | -          | -          | -          |
| Bruton Orand at Quail Run                | -                  | -                     | -          | -          | -          | -          | 215,000      | 215,000             | 215,000       | 0,2,4   | -                       | -                        | -            | -             | -          | -          | -          | -          | -          |
| FM 1171 at Forums                        | 285,000            | -                     | -          | -          | -          | -          | -            | 285,000             | 285,000       | 0,2,3   | -                       | -                        | -            | -             | -          | -          | -          | -          | -          |
| FM 1171 at Kirkpatrick - Reconstruction  | 220,000            | -                     | -          | -          | -          | -          | -            | 220,000             | -             | 2       | 220,000                 | -                        | -            | -             | -          | -          | -          | -          | -          |
| FM 1171 at Timber Creek - Reconstruction | 220,000            | -                     | -          | -          | -          | -          | -            | 220,000             | -             | 2       | 220,000                 | -                        | -            | -             | -          | -          | -          | -          | -          |
| FM 2499 at College Parkway               | -                  | 230,000               | -          | -          | -          | -          | -            | 230,000             | 230,000       | 0,2,7   | -                       | -                        | -            | -             | -          | -          | -          | -          | -          |
| FM 2499 at Silveron                      | 9,400              | -                     | 200,000    | -          | -          | -          | -            | 209,400             | 200,000       | 0,2     | 9,400                   | -                        | -            | -             | -          | -          | -          | -          | -          |
| Garden Ridge at Forest Vista             | -                  | -                     | -          | -          | -          | -          | 215,000      | 215,000             | 215,000       | 0,2,4   | -                       | -                        | -            | -             | -          | -          | -          | -          | -          |
| Garden Ridge at Kirkpatrick              | -                  | -                     | -          | -          | -          | -          | 215,000      | 215,000             | 215,000       | 0,2,4   | -                       | -                        | -            | -             | -          | -          | -          | -          | -          |
| Lakeside at Silveron                     | -                  | -                     | -          | -          | -          | -          | 215,000      | 215,000             | 215,000       | 0,2,4,5 | -                       | -                        | -            | -             | -          | -          | -          | -          | -          |
| Morriss at Eaton                         | -                  | -                     | -          | 215,000    | -          | -          | -            | 215,000             | 215,000       | 2,4     | -                       | -                        | -            | -             | -          | -          | -          | -          | -          |
| Peters Colony at Churchill               | -                  | -                     | -          | -          | -          | -          | 215,000      | 215,000             | 215,000       | 0,2,4   | -                       | -                        | -            | -             | -          | -          | -          | -          | -          |
| Traffic Detection Rehabilitation         | 125,000            | 125,000               | 125,000    | 125,000    | 125,000    | 125,000    | -            | 750,000             | -             | 2       | 125,000                 | -                        | 625,000      | 125,000       | 125,000    | 125,000    | 125,000    | 125,000    | -          |
| Traffic Signal Rehabilitation            | -                  | -                     | -          | -          | -          | -          | 500,000      | 500,000             | -             | 2       | -                       | -                        | 500,000      | -             | -          | -          | -          | -          | 500,000    |
| SUBTOTAL                                 | \$ 859,400         | \$ 355,000            | \$ 325,000 | \$ 340,000 | \$ 125,000 | \$ 125,000 | \$ 2,005,000 | \$ 4,134,400        | \$ 2,435,000  |         | \$ 574,400              | \$ -                     | \$ 1,125,000 | \$ 125,000    | \$ 125,000 | \$ 125,000 | \$ 125,000 | \$ 125,000 | \$ 500,000 |

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8. Dedicated Sales Tax  
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TOWN OF FLOWER MOUND  
SUMMARY OF FIVE YEAR CIP PLAN  
FY 2015-2016  
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02/15/2016

| STREET RECONSTRUCTION PROJECTS                                                | PRIOR FISCAL YEARS | CONSTRUCTION SCHEDULE |              |              |              |              |              | TOTAL PROJECT COSTS | OTHER SOURCES |   | ISSUED DEBT GO's & CO's |  | AUTHORIZED UNISSUED GO's |  | NEW DEBT |  | DEBT SCHEDULE |           |           |           |           |           |
|-------------------------------------------------------------------------------|--------------------|-----------------------|--------------|--------------|--------------|--------------|--------------|---------------------|---------------|---|-------------------------|--|--------------------------|--|----------|--|---------------|-----------|-----------|-----------|-----------|-----------|
|                                                                               |                    | 2015-2016             | 2016-2017    | 2017-2018    | 2018-2019    | 2019-2020    | 2020-2025    |                     |               |   |                         |  |                          |  |          |  | 2015-2016     | 2016-2017 | 2017-2018 | 2018-2019 | 2019-2020 | 2020-2025 |
| Canterbury Drive Reconstruction (Churchill to Dover) **                       | \$ 350,000         | \$ -                  | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ 350,000          | \$ 350,000    | 8 | \$ -                    |  | \$ -                     |  | \$ -     |  | \$ -          | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      |
| Colonial Drive Reconstruction Phase II (Colony Street to Homestead Street) ** | 750,000            | -                     | -            | -            | -            | -            | -            | 750,000             | 750,000       | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Colony Street Reconstruction (Superior to Coker Dr) **                        | 735,000            | -                     | -            | -            | -            | -            | -            | 735,000             | 735,000       | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **   | -                  | -                     | -            | 100,000      | 2,244,000    | -            | -            | 2,344,000           | 2,344,000     | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Flower Mound Road Turn Lanes (at Native Oak) **                               | 100,000            | -                     | -            | -            | -            | -            | -            | 100,000             | 100,000       | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **                | 175,000            | 1,425,000             | -            | -            | -            | -            | -            | 1,600,000           | 1,600,000     | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Forest Vista Reconstruction Phase II (Morriess to Lake Shore) **              | -                  | -                     | 1,900,000    | -            | -            | -            | -            | 1,900,000           | 1,900,000     | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **        | -                  | -                     | 75,000       | 575,000      | -            | -            | -            | 650,000             | 650,000       | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **        | 1,063,000          | -                     | -            | -            | -            | -            | -            | 1,063,000           | 1,063,000     | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Morriess Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **       | -                  | -                     | -            | -            | -            | 2,800,000    | -            | 2,800,000           | 2,800,000     | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Morriess Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **    | -                  | -                     | -            | -            | -            | -            | 2,162,000    | 2,162,000           | 2,162,000     | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Old Long Prairie Road Reconstruction **                                       | 1,100,000          | -                     | -            | -            | -            | -            | -            | 1,100,000           | 1,100,000     | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Sheffield Court Reconstruction (Amhearth to end of Cul-de-Sac) **             | 325,000            | -                     | -            | -            | -            | -            | -            | 325,000             | 325,000       | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Superior Place Reconstruction (Colonial to 1545 Superior Pl) **               | 500,000            | -                     | -            | -            | -            | -            | -            | 500,000             | 500,000       | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **   | -                  | -                     | 200,000      | 1,600,000    | -            | -            | -            | 1,800,000           | 1,800,000     | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| West Windsor and Mulberry Connection **                                       | -                  | 100,000               | -            | -            | -            | -            | -            | 100,000             | 100,000       | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **                | -                  | 765,000               | -            | -            | -            | -            | -            | 765,000             | 765,000       | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **      | -                  | -                     | -            | -            | 400,000      | -            | -            | 400,000             | 400,000       | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **          | -                  | 95,000                | 775,000      | -            | -            | -            | -            | 870,000             | 870,000       | 8 | -                       |  | -                        |  | -        |  | -             | -         | -         | -         | -         | -         |
| SUBTOTAL                                                                      | \$ 5,098,000       | \$ 2,385,000          | \$ 2,950,000 | \$ 2,275,000 | \$ 2,644,000 | \$ 2,800,000 | \$ 2,162,000 | \$ 20,314,000       | \$ 20,314,000 |   | \$ -                    |  | \$ -                     |  | \$ -     |  | \$ -          | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      |

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TOWN OF FLOWER MOUND  
SUMMARY OF FIVE YEAR CIP PLAN  
FY 2015-2016  
Amendment 3  
02/15/2016

| FACILITY PROJECTS                                             | PRIOR FISCAL YEARS | CONSTRUCTION SCHEDULE |            |               |              |           |               | TOTAL PROJECT COSTS | OTHER SOURCES |       | ISSUED DEBT GO's & CO's |  | AUTHORIZED UNISSUED GO's |  | NEW DEBT      |  | DEBT SCHEDULE |            |               |              |           |              |
|---------------------------------------------------------------|--------------------|-----------------------|------------|---------------|--------------|-----------|---------------|---------------------|---------------|-------|-------------------------|--|--------------------------|--|---------------|--|---------------|------------|---------------|--------------|-----------|--------------|
|                                                               |                    | 2015-2016             | 2016-2017  | 2017-2018     | 2018-2019    | 2019-2020 | 2020-2025     |                     |               |       |                         |  |                          |  |               |  | 2015-2016     | 2016-2017  | 2017-2018     | 2018-2019    | 2019-2020 | 2020-2025    |
| Cultural Arts Center **                                       | \$ -               | \$ -                  | \$ -       | \$ -          | \$ -         | \$ -      | \$ 10,000,000 | \$ 10,000,000       | \$ 10,000,000 | 7     | \$ -                    |  | \$ -                     |  | \$ -          |  | \$ -          | \$ -       | \$ -          | \$ -         | \$ -      | \$ -         |
| Fire and Police Training Center                               | -                  | -                     | -          | -             | -            | -         | 2,235,000     | 2,235,000           | -             | 2     | -                       |  | -                        |  | 2,235,000     |  | -             | -          | -             | -            | -         | 2,235,000    |
| Fire Station No. 6 and Apparatus (West Flower Mound) **       | -                  | -                     | -          | 300,000       | 4,080,000    | -         | -             | 4,380,000           | -             | 2     | -                       |  | -                        |  | 4,380,000     |  | -             | -          | 300,000       | 4,080,000    | -         | -            |
| Mechanical Screen Wall (Police Dept.)                         | 90,000             | -                     | -          | -             | -            | -         | -             | 90,000              | 90,000        | 1.2   | -                       |  | -                        |  | -             |  | -             | -          | -             | -            | -         | -            |
| Operations and Maintenance Facility **                        | 3,200,000          |                       | -          | -             | -            | -         | -             | 3,200,000           | 517           | 2     | 3,199,483               |  | -                        |  | -             |  | -             | -          | -             | -            | -         | -            |
| Police and Courts Facility Upgrades **                        | 560,000            | -                     | -          | -             | -            | -         | -             | 560,000             | 560,000       | 4     | -                       |  | -                        |  | -             |  | -             | -          | -             | -            | -         | -            |
| Senior Center **                                              | 5,998,000          | -                     | -          | -             | -            | -         | -             | 5,998,000           | 5,998,000     | 2,7.3 | -                       |  | -                        |  | -             |  | -             | -          | -             | -            | -         | -            |
| Town Hall **                                                  | -                  | -                     | 820,000    | 13,880,000    | -            | -         | -             | 14,700,000          | 0             | 2,7   | 0                       |  | -                        |  | 14,700,000    |  | -             | 820,000    | 13,880,000    | -            | -         | -            |
| Western Operations and Maintenance Facility (Temporaty FS #6) | -                  | 600,000               | -          | -             | -            | -         | -             | 600,000             | 600,000       | 2,4   | 0                       |  | -                        |  | -             |  | -             | -          | -             | -            | -         | -            |
| SUBTOTAL                                                      | \$ 9,848,000       | \$ 600,000            | \$ 820,000 | \$ 14,180,000 | \$ 4,080,000 | \$ -      | \$ 12,235,000 | \$ 41,763,000       | \$ 17,248,517 |       | \$ 3,199,483            |  | \$ -                     |  | \$ 21,315,000 |  | \$ -          | \$ 820,000 | \$ 14,180,000 | \$ 4,080,000 | \$ -      | \$ 2,235,000 |

\*General Obligation Bonds  
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**Other Sources**  
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TOWN OF FLOWER MOUND  
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| PARK PROJECTS                                                                                 | PRIOR FISCAL YEARS | CONSTRUCTION SCHEDULE |               |               |               |              |               | TOTAL PROJECT COSTS | OTHER SOURCES  |       | ISSUED DEBT GO's & CO's | AUTHORIZED UNISSUED GO's | NEW DEBT      |              | DEBT SCHEDULE |               |              |            |              |           |
|-----------------------------------------------------------------------------------------------|--------------------|-----------------------|---------------|---------------|---------------|--------------|---------------|---------------------|----------------|-------|-------------------------|--------------------------|---------------|--------------|---------------|---------------|--------------|------------|--------------|-----------|
|                                                                                               |                    | 2015-2016             | 2016-2017     | 2017-2018     | 2018-2019     | 2019-2020    | 2020-2025     |                     |                |       |                         |                          |               |              | 2015-2016     | 2016-2017     | 2017-2018    | 2018-2019  | 2019-2020    | 2020-2025 |
| 2015-16 Playground Repacements (Staton Oaks, & Timber Creek) **                               | \$ -               | \$ 400,000            | \$ -          | \$ -          | \$ -          | \$ -         | \$ -          | \$ 400,000          | \$ 400,000     | 8     | \$ -                    | \$ -                     | \$ -          | \$ -         | \$ -          | \$ -          | \$ -         | \$ -       | \$ -         | \$ -      |
| 2017-18 Playground Repacements (Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow) ** | -                  | -                     | -             | 1,200,000     | -             | -            | -             | 1,200,000           | 1,200,000      | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Pecan Orchard, Stone Creek, Thrush West, & Gerault)                                           | -                  | -                     | -             | -             | -             | 1,000,000    | -             | 1,000,000           | 1,000,000      | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| 2020-21 Playground Repacements (Grand, Peacock, & Chinn Chapel) **                            | -                  | -                     | -             | -             | -             | -            | 600,000       | 600,000             | 600,000        | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| 2022-23 Playground Repacements (Cortadera, Wilkerson, & Possum) **                            | -                  | -                     | -             | -             | -             | -            | 600,000       | 600,000             | 600,000        | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| 2023-24 Playground Repacements (Northshore, Jakes Hilltop, & Rustic Timbers) **               | -                  | -                     | -             | -             | -             | -            | 600,000       | 600,000             | 600,000        | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| 2024-25 Playground Repacements (Thrush East, & Westchester) **                                | -                  | -                     | -             | -             | -             | -            | 400,000       | 400,000             | 400,000        | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Bluebonnet Trail Connections **                                                               | -                  | -                     | -             | -             | -             | -            | 1,000,000     | 1,000,000           | 1,000,000      | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Bakersfield Park Restroom                                                                     | -                  | -                     | -             | 400,000       | -             | -            | -             | 400,000             | 400,000        | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Braden-Bakersfield Improvements                                                               | 360,000            | -                     | -             | -             | -             | -            | -             | 360,000             | 360,000        | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Cortadera Park Pond                                                                           | 145,000            | -                     | -             | -             | -             | -            | -             | 145,000             | 145,000        | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Equestrian Trail Head                                                                         | -                  | -                     | -             | -             | -             | -            | 400,000       | 400,000             | 400,000        | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Equestrian Trails                                                                             | -                  | -                     | -             | -             | -             | -            | 500,000       | 500,000             | 500,000        | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Green Acres Memorial Farm                                                                     | -                  | -                     | -             | -             | -             | -            | 2,200,000     | 2,200,000           | 2,200,000      | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Heritage Park of Flower Mound Phase II                                                        | 2,050,000          | 540,000               | -             | -             | -             | -            | -             | 2,590,000           | 2,590,000      | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Heritage Park of Flower Mound Phase III                                                       | 200,000            | -                     | 1,324,736     | -             | -             | -            | -             | 1,524,736           | 1,524,736      | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Heritage Park of Flower Mound Phase IV                                                        | -                  | -                     | 1,839,043     | -             | -             | -            | -             | 1,839,043           | 1,839,043      | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Indian Blanket Trail Connections                                                              | -                  | -                     | -             | -             | -             | -            | 2,000,000     | 2,000,000           | 2,000,000      | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Individual Park Improvements                                                                  | 930,000            | 180,000               | -             | -             | -             | -            | -             | 1,110,000           | 1,110,000      | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Log Cabin Property Purchase                                                                   | -                  | 454,098               | -             | -             | -             | -            | -             | 454,098             | 454,098        | 2     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Park and Trail Amenities                                                                      | 360,000            | 50,000                | 50,000        | 50,000        | 50,000        | 50,000       | -             | 610,000             | 610,000        | 2,6,8 | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Park and Trails Master Plan                                                                   | -                  | 200,000               | -             | -             | -             | -            | -             | 200,000             | 200,000        | 2,6   | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Pink Evening Primrose Trails (Section 1 & 3)                                                  | 800,000            | -                     | -             | -             | -             | -            | -             | 800,000             | 800,000        | 2,6   | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Pink Evening Primrose Trail Connections                                                       | -                  | -                     | -             | -             | -             | 600,000      | -             | 600,000             | 600,000        | 2,6   | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Purple Coneflower Trail Connections                                                           | -                  | -                     | -             | -             | -             | -            | 150,000       | 150,000             | 150,000        | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Rheudasil Park Amenities                                                                      | 200,000            | -                     | 965,600       | -             | -             | -            | -             | 1,165,600           | 1,165,600      | 2,8   | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization                              | 1,250,000          | 2,050,000             | -             | -             | -             | -            | -             | 3,300,000           | 1,250,000      | 8     | -                       | -                        | 2,050,000     | 2,050,000    | -             | -             | -            | -          | -            | -         |
| Tennis Center                                                                                 | -                  | -                     | -             | -             | 2,000,000     | -            | -             | 2,000,000           | 2,000,000      | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Texas Yellow Star Trail Connections                                                           | -                  | -                     | -             | -             | -             | -            | 850,000       | 850,000             | 850,000        | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| Twin Coves Park - Improvements                                                                | 3,400,000          | 400,000               | -             | -             | -             | -            | -             | 3,800,000           | 700,000        | 2,8   | 3,100,000               | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| White Lazy daisy Trail Connections                                                            | -                  | -                     | -             | -             | -             | -            | 100,000       | 100,000             | 100,000        | 8     | -                       | -                        | -             | -            | -             | -             | -            | -          | -            | -         |
| SUBTOTAL                                                                                      | \$ 9,695,000       | \$ 4,274,098          | \$ 4,179,379  | \$ 1,650,000  | \$ 2,050,000  | \$ 1,650,000 | \$ 9,400,000  | \$ 32,898,477       | \$ 27,748,477  |       | \$ 3,100,000            | \$ -                     | \$ 2,050,000  | \$ 2,050,000 | \$ -          | \$ -          | \$ -         | \$ -       | \$ -         | \$ -      |
| GRAND TOTAL GENERAL FUND                                                                      | \$ 40,639,358      | \$ 11,722,538         | \$ 14,149,379 | \$ 27,062,250 | \$ 10,864,000 | \$ 9,991,480 | \$ 41,533,337 | \$ 155,962,342      | \$ 110,290,045 |       | \$ 11,325,297           | \$ -                     | \$ 34,347,000 | \$ 3,710,000 | \$ 2,270,000  | \$ 15,170,000 | \$ 5,770,000 | \$ 490,000 | \$ 6,937,000 |           |

\*\* Project Includes ADA Improvements  
Other Sources  
0. Impact Fees  
1. Grant and Interlocal Funds  
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)  
3. Escrow  
4. Decision Package  
5. Developer Agreement(s)  
6. Park Development Fund  
7. Tax Increment Reinvestment Zone (TIRZ)  
8. Dedicated Sales Tax  
9. SH 121 Regional Toll Revenue (RTR)

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TOWN OF FLOWER MOUND  
SUMMARY OF FIVE YEAR CIP PLAN  
FY 2015-2016  
Amendment 3  
02/15/2016

| WATER PROJECTS                                                     | PRIOR<br>FISCAL<br>YEARS | CONSTRUCTION SCHEDULE |               |               |               |               |               | TOTAL<br>PROJECT<br>COSTS | OTHER<br>SOURCES | ISSUED<br>DEBT | AUTHORIZED<br>UNISSUED GO's | NEW<br>DEBT | DEBT SCHEDULE |               |               |               |               |               |               |
|--------------------------------------------------------------------|--------------------------|-----------------------|---------------|---------------|---------------|---------------|---------------|---------------------------|------------------|----------------|-----------------------------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                                                                    |                          | 2015-<br>2016         | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2025 |                           |                  |                |                             |             | 2015-<br>2016 | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2025 |               |
| Aberdeen Water Line (FM 2499 to Lake Forest)                       | \$ -                     | \$ -                  | \$ -          | \$ -          | \$ -          | \$ -          | \$ 240,000    | \$ 240,000                | \$ 190,000       | 0.2            | \$ -                        | \$ -        | \$ 50,000     | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          | \$ 50,000     |
| Branchwood Water Line (Russwood Dr to FM407)                       | -                        | 300,000               | -             | -             | -             | -             | -             | 300,000                   | 250,000          | 0.2            | -                           | -           | 50,000        | 50,000        | -             | -             | -             | -             | -             |
| Bruton Orand Elevated Storage Tank Rehabilitation                  | 180,000                  | 1,320,000             | -             | -             | -             | -             | -             | 1,500,000                 | 80,000           | 2              | 100,000                     | -           | 1,320,000     | 1,320,000     | -             | -             | -             | -             | -             |
| Canyon Falls 20-Inch Water Line                                    | -                        | 1,250,000             | 750,000       | 660,000       | -             | -             | -             | 2,660,000                 | 400,000          | 0.2            | -                           | -           | 2,260,000     | 1,050,000     | 650,000       | 560,000       | -             | -             | -             |
| Cowboy LaneWater Line                                              | -                        | -                     | -             | -             | -             | -             | 670,000       | 670,000                   | 140,000          | 0.3            | -                           | -           | 530,000       | -             | -             | -             | -             | -             | 530,000       |
| Denton Creek Boulevard 12-Inch Water Line                          | -                        | -                     | -             | 2,550,000     | -             | -             | -             | 2,550,000                 | 2,550,000        | 0.5            | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Denton Creek District - Reuse Water Master Plan                    | 100,000                  | -                     | -             | -             | -             | -             | -             | 100,000                   | 100,000          | 0.2            | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Denton Creek District - Reuse Waterlines                           | -                        | 400,000               | 250,000       | 250,000       | -             | -             | -             | 900,000                   | 900,000          | 0.2            | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| FM 1171 to Hwy. 377 Water Line Phase II                            | -                        | -                     | -             | -             | -             | -             | 5,880,000     | 5,880,000                 | 290,000          | 0.2            | -                           | -           | 5,590,000     | -             | -             | -             | -             | -             | 5,590,000     |
| FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)           | -                        | -                     | -             | -             | -             | -             | 200,000       | 200,000                   | 200,000          | 0.2            | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171      | -                        | -                     | -             | 2,000,000     | -             | -             | -             | 2,000,000                 | 300,000          | 0.2            | -                           | -           | 1,700,000     | -             | -             | 1,700,000     | -             | -             | -             |
| FM 2499 12-Inch Water Line Phase III                               | 440,000                  | 700,000               | -             | -             | -             | -             | -             | 1,140,000                 | 400,000          | 0.2,5          | 395,000                     | -           | 345,000       | 345,000       | -             | -             | -             | -             | -             |
| FM2499/FM3040 24-Inch Water Line Crossing Replacement              | -                        | 150,000               | -             | -             | -             | -             | -             | 150,000                   | 150,000          | 2              | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Garden Ridge Blvd. Ph. II Water Line                               | -                        | -                     | -             | -             | 790,000       | -             | -             | 790,000                   | 390,000          | 0.2            | -                           | -           | 400,000       | -             | -             | 400,000       | -             | -             | -             |
| High Road Water Line Replacement                                   | -                        | -                     | 4,810,000     | -             | -             | -             | -             | 4,810,000                 | -                | 2              | -                           | -           | 4,810,000     | -             | 4,810,000     | -             | -             | -             | -             |
| Highway 377/UPRR Water Line Phase II                               | 137,620                  | -                     | -             | -             | -             | -             | 2,310,000     | 2,447,620                 | 87,620           | 0.2            | 50,000                      | -           | 2,310,000     | -             | -             | 2,310,000     | -             | -             | -             |
| Impact Fee Update                                                  | 70,000                   | -                     | -             | -             | -             | -             | -             | 70,000                    | 70,000           | 0.2            | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - 1171) | 35,000                   | -                     | -             | 1,270,000     | -             | -             | -             | 1,305,000                 | 305,000          | 0.2            | -                           | -           | 1,000,000     | -             | -             | 1,000,000     | -             | -             | -             |
| Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)    | -                        | -                     | -             | -             | -             | -             | 320,000       | 320,000                   | 320,000          | 0.2            | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Lake Forest 12-inch Water Line (Bridge Gap)                        | -                        | -                     | -             | -             | 375,000       | -             | -             | 375,000                   | 375,000          | 0.2            | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Lake Forest 12-inch Water Line (Spinks to Lakeside)                | 280,000                  | -                     | -             | -             | -             | -             | -             | 280,000                   | 280,000          | 0.2            | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Lake Forest 12-inch Water Line (FM 3040 to Spinks)                 | -                        | -                     | -             | -             | -             | -             | 1,380,000     | 1,380,000                 | 500,000          | 0.2            | -                           | -           | 880,000       | -             | -             | -             | -             | -             | 880,000       |
| Long Prairie 12-Inch Water Line                                    | 460,000                  | 900,000               | -             | -             | -             | -             | -             | 1,360,000                 | 505,000          | 0.2,5          | 355,000                     | -           | 500,000       | 500,000       | -             | -             | -             | -             | -             |
| Lusk/Red Oak East-West Connector                                   | -                        | -                     | -             | -             | -             | -             | 3,240,000     | 3,240,000                 | 240,000          | 0.2            | -                           | -           | 3,000,000     | -             | -             | -             | -             | -             | 3,000,000     |
| Morriess Road Water Line (FM 407 to FM 1171)                       | -                        | -                     | -             | -             | -             | -             | 7,120,000     | 7,120,000                 | 350,000          | 0.2            | -                           | -           | 6,770,000     | -             | -             | -             | -             | -             | 6,770,000     |
| Morriess Road 12-inch Water Line (Mallard Way to FM 3040)          | -                        | -                     | -             | -             | -             | -             | 370,000       | 370,000                   | 300,000          | 0.2            | -                           | -           | 70,000        | -             | -             | -             | -             | -             | 70,000        |
| Oak Drive Water Main Replacement                                   | 310,000                  | 1,600,000             | -             | -             | -             | -             | -             | 1,910,000                 | -                | 2              | 310,000                     | -           | 1,600,000     | 1,600,000     | -             | -             | -             | -             | -             |
| Operations & Maintenance Facility                                  | 6,672,800                | 83,000                | -             | -             | -             | -             | -             | 6,755,800                 | 134,000          | 2              | 6,621,800                   | -           | -             | -             | -             | -             | -             | -             | -             |
| Pintail Ground Storage Tank Rehabilitation                         | 1,695,000                | -                     | -             | -             | -             | -             | -             | 1,695,000                 | 345,000          | 2              | 1,350,000                   | -           | -             | -             | -             | -             | -             | -             | -             |
| Pintail Pump Station Capacity Improvements                         | 900,000                  | 420,000               | -             | -             | -             | -             | -             | 1,320,000                 | 1,020,000        | 2.5            | -                           | -           | 300,000       | 300,000       | -             | -             | -             | -             | -             |
| Pintail Pump Station (Auxiliary Power & Upgrades)                  | -                        | 600,000               | 1,500,000     | -             | -             | -             | -             | 2,100,000                 | 330,000          | 0.2,5          | -                           | -           | 1,770,000     | 270,000       | 1,500,000     | -             | -             | -             | -             |
| Pressure Reducing Valves                                           | -                        | -                     | -             | -             | -             | -             | 560,000       | 560,000                   | 300,000          | 0.2            | -                           | -           | 260,000       | -             | -             | -             | -             | -             | 260,000       |
| Raintree 12-inch Water Line (Ridgecrest to Shiloh)                 | 500,000                  | -                     | -             | -             | -             | -             | -             | 500,000                   | 75,000           | 0.2            | 425,000                     | -           | -             | -             | -             | -             | -             | -             | -             |
| Regency Park Booster Pump                                          | 850,000                  | -                     | -             | -             | -             | -             | -             | 850,000                   | 850,000          | 2              | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Rippy Road Water line Improvements (FM 2499-Waketon)               | -                        | -                     | 730,000       | -             | -             | -             | -             | 730,000                   | 330,000          | 0.2            | -                           | -           | 400,000       | -             | 400,000       | -             | -             | -             | -             |
| Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)       | -                        | -                     | -             | -             | -             | -             | 1,490,000     | 1,490,000                 | 490,000          | 0.2            | -                           | -           | 1,000,000     | -             | -             | -             | -             | -             | 1,000,000     |
| Senior Center - Utilities                                          | 270,000                  | -                     | -             | -             | -             | -             | -             | 270,000                   | 270,000          | 2              | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Shady Point Acres Water Line Replacement                           | -                        | 300,000               | 1,000,000     | -             | -             | -             | -             | 1,300,000                 | -                | 2              | -                           | -           | 1,300,000     | 300,000       | 1,000,000     | -             | -             | -             | -             |
| Stonecrest Pump Station Phase (Auxiliary Power)                    | -                        | -                     | 2,120,000     | -             | -             | -             | -             | 2,120,000                 | 300,000          | 0.2            | -                           | -           | 1,820,000     | -             | 1,820,000     | -             | -             | -             | -             |
| Stonecrest Pump Station Phase II                                   | -                        | -                     | -             | -             | -             | -             | 5,140,000     | 5,140,000                 | 250,000          | 0.2            | -                           | -           | 4,890,000     | -             | -             | -             | -             | -             | 4,890,000     |
| Stonehill Pump Station 10MG Ground Storage Tank Modification       | -                        | 350,000               | -             | -             | -             | -             | -             | 350,000                   | -                | 1.2            | -                           | -           | 350,000       | 350,000       | -             | -             | -             | -             | -             |
| Stonehill 10MG Ground Storage Tank Rehabilitation                  | 40,000                   | -                     | -             | -             | -             | -             | -             | 40,000                    | 40,000           | 2              | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Stonehill Pump Station Discharge Valve Replacement                 | -                        | 500,000               | -             | -             | -             | -             | -             | 500,000                   | -                | 2              | -                           | -           | 500,000       | 500,000       | -             | -             | -             | -             | -             |
| Timber Creek 20-inch Water Line                                    | -                        | -                     | -             | -             | -             | -             | 370,000       | 370,000                   | 250,000          | 2              | -                           | -           | 120,000       | -             | -             | -             | -             | -             | 120,000       |
| Timber Valley Rehabilitation Phase III                             | -                        | -                     | -             | 600,000       | -             | -             | -             | 600,000                   | -                | 2              | -                           | -           | 600,000       | -             | -             | 600,000       | -             | -             | -             |
| Trailwood Terrace 12-inch Water Line                               | -                        | 400,000               | -             | -             | -             | 1,370,000     | -             | 1,770,000                 | 400,000          | 0.2            | -                           | -           | 1,370,000     | -             | -             | -             | -             | 1,370,000     | -             |
| Twin Coves Park - Improvements (Utilities)                         | -                        | 400,000               | -             | -             | -             | -             | -             | 400,000                   | 400,000          | 2              | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Utility Asset Management & Utility Replacement                     | 300,000                  | 300,000               | 300,000       | 300,000       | 300,000       | 300,000       | -             | 1,800,000                 | -                | 2              | 300,000                     | -           | 1,500,000     | 300,000       | 300,000       | 300,000       | 300,000       | 300,000       | -             |
| Water Reuse System Phase I                                         | -                        | -                     | -             | -             | -             | -             | 3,186,000     | 3,186,000                 | -                | 0.2            | -                           | -           | 3,186,000     | -             | -             | -             | -             | -             | 3,186,000     |
| Water Reuse System Phase II                                        | -                        | -                     | -             | -             | -             | -             | 760,000       | 760,000                   | -                | 0.2            | -                           | -           | 760,000       | -             | -             | -             | -             | -             | 760,000       |
| Water Reuse System Phase III                                       | -                        | -                     | -             | -             | -             | -             | 1,100,000     | 1,100,000                 | -                | 0.2            | -                           | -           | 1,100,000     | -             | -             | -             | -             | -             | 1,100,000     |
| Water Reuse System Phase IV                                        | -                        | -                     | -             | -             | -             | -             | 820,000       | 820,000                   | 820,000          | 0.2            | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Water System Leak Detection & Repair                               | 550,000                  | 50,000                | 50,000        | 50,000        | 50,000        | 50,000        | -             | 800,000                   | -                | 2              | 550,000                     | -           | 250,000       | 50,000        | 50,000        | 50,000        | 50,000        | 50,000        | -             |
| Water System Model Update                                          | 105,000                  | 25,785                | 5,000         | 5,000         | 5,000         | 5,000         | -             | 150,785                   | 150,785          | 0.2            | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| West Side Water Lines (East)                                       | -                        | -                     | -             | -             | -             | -             | 2,610,000     | 2,610,000                 | 300,000          | 0.2            | -                           | -           | 2,310,000     | -             | -             | -             | -             | -             | 2,310,000     |
| West Side Water Lines (South)                                      | -                        | -                     | -             | -             | -             | -             | 3,850,000     | 3,850,000                 | 350,000          | 0.2            | -                           | -           | 3,500,000     | -             | -             | -             | -             | -             | 3,500,000     |
| West Side Water Lines (West)                                       | -                        | -                     | -             | -             | -             | -             | 1,390,000     | 1,390,000                 | 150,000          | 0.2            | -                           | -           | 1,240,000     | -             | -             | -             | -             | -             | 1,240,000     |
| Western Operations and Maintenance Facility (Temporaty FS #6)      | 250,000                  | 200,000               | -             | -             | -             | -             | -             | 450,000                   | 450,000          | 2              | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Western Operations and Maintenance Facility (Buildout)             | -                        | -                     | -             | -             | 100,000       | -             | -             | 100,000                   | 100,000          | 2              | -                           | -           | -             | -             | -             | -             | -             | -             | -             |
| Western Pump Station Phase I                                       | 12,475,000               | -                     | -             | -             | -             | -             | -             | 12,475,000                | 969,760          | 0.2            | 11,505,240                  | -           | -             | -             | -             | -             | -             | -             | -             |
| SUBTOTAL                                                           | \$ 26,620,420            | \$ 10,248,785         | \$ 11,515,000 | \$ 7,685,000  | \$ 1,620,000  | \$ 1,725,000  | \$ 43,006,000 | \$102,420,205             | \$18,747,165     |                | \$ 21,962,040               | \$ -        | \$ 61,711,000 | \$ 6,935,000  | \$ 10,530,000 | \$ 4,210,000  | \$ 3,060,000  | \$ 1,720,000  | \$ 35,256,000 |

\*\* Project Includes ADA Improvements

Other Sources

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
- 3. Escrow
- 4. Decision Package
- 5. Developer Agreement(s)
- 6. Park Development Fund
- 7. Tax Increment Reinvestment Zone (TIRZ)
- 8. Dedicated Sales Tax
- 9. SH 121 Regional Toll Revenue (RTR)

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TOWN OF FLOWER MOUND  
SUMMARY OF FIVE YEAR CIP PLAN  
FY 2015-2016  
Amendment 3  
02/15/2016

| STORMWATER PROJECTS                                                   | PRIOR<br>FISCAL<br>YEARS | CONSTRUCTION SCHEDULE |               |               |               |               |               | TOTAL<br>PROJECT<br>COSTS | OTHER<br>SOURCES |     | ISSUED<br>DEBT |  | AUTHORIZED<br>UNISSUED GO's | NEW<br>DEBT |   | DEBT SCHEDULE |               |               |               |               |               |
|-----------------------------------------------------------------------|--------------------------|-----------------------|---------------|---------------|---------------|---------------|---------------|---------------------------|------------------|-----|----------------|--|-----------------------------|-------------|---|---------------|---------------|---------------|---------------|---------------|---------------|
|                                                                       |                          | 2015-<br>2016         | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2025 |                           |                  |     |                |  |                             |             |   | 2015-<br>2016 | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2025 |
| Bakers Branch Stabilization at Cedar Bluff (Strait Lane)              | \$ -                     | \$ -                  | \$ -          | \$ -          | \$ -          | \$ -          | \$ 150,000    | \$ 150,000                | \$ 150,000       | 2   | \$ -           |  | \$ -                        | \$ -        |   | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          |
| Bakers Branch Stabilization at 1804 Doubletree                        | -                        | -                     | 75,000        | -             | -             | -             | -             | 75,000                    | 75,000           | 2   | -              |  | -                           | -           |   | -             | -             | -             | -             | -             | -             |
| Bakers Branch Stabilization at Twilight Drive - NEW                   | -                        | 127,500               | -             | -             | -             | -             | -             | 127,500                   | 127,500          | 2   | -              |  | -                           | -           |   | -             | -             | -             | -             | -             | -             |
| FM 2499 Drainage Improvements (Gerault to Denton Creek)               | 500,000                  | -                     | -             | -             | -             | -             | -             | 500,000                   | 500,000          | 1,2 | -              |  | -                           | -           |   | -             | -             | -             | -             | -             | -             |
| Lusk Lane Drainage Improvements Phase II                              | -                        | 20,000                |               | -             | -             | -             | -             | 20,000                    | 20,000           | 2   | -              |  | -                           | -           |   | -             | -             | -             | -             | -             | -             |
| McKamy Creek Branch Stabilization at 3400 Pheasant Ct                 | -                        | 32,500                | -             | -             | -             | -             | -             | 32,500                    | 32,500           | 2   | -              |  | -                           | -           |   | -             | -             | -             | -             | -             | -             |
| Pecan Acres Drainage Improvements                                     | -                        | -                     | -             | -             | -             | 150,000       | 350,000       | 500,000                   | 500,000          | 2   | -              |  | -                           | -           |   | -             | -             | -             | -             | -             | -             |
| River Hill Drive Creek Bank Stabilization                             | -                        | -                     | 45,000        | -             | -             | -             | -             | 45,000                    | 45,000           | 1,2 | -              |  | -                           | -           |   | -             | -             | -             | -             | -             | -             |
| Timber Creek Stabilization at Timber Creek Rd (North & South Bridges) | -                        | -                     | 100,000       | 150,000       | 150,000       |               | -             | 400,000                   | 400,000          | 2   | -              |  | -                           | -           | - | -             | -             | -             | -             | -             | -             |
| SUBTOTAL                                                              | \$ 500,000               | \$ 180,000            | \$ 220,000    | \$ 150,000    | \$ 150,000    | \$ 150,000    | \$ 500,000    | \$ 1,850,000              | \$ 1,850,000     |     | \$ -           |  | \$ -                        | \$ -        |   | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          |

\*\* Project Includes ADA Improvements  
**Other Sources**  
0. Impact Fees  
1. Grant and Interlocal Funds  
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)  
3. Escrow  
4. Decision Package  
5. Developer Agreement(s)  
6. Park Development Fund  
7. Tax Increment Reinvestment Zone (TIRZ)  
8. Dedicated Sales Tax  
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TOWN OF FLOWER MOUND

SUMMARY OF FIVE YEAR CIP PLAN

FY 2015-2016

Amendment 3

02/15/2016

| WASTEWATER PROJECTS                                                               | PRIOR FISCAL YEARS | CONSTRUCTION SCHEDULE |               |               |              |              |               | TOTAL PROJECT COSTS | OTHER SOURCES |         | ISSUED DEBT   |      | AUTHORIZED UNISSUED GO's |               | NEW           | DEBT SCHEDULE |              |              |               |           |            |
|-----------------------------------------------------------------------------------|--------------------|-----------------------|---------------|---------------|--------------|--------------|---------------|---------------------|---------------|---------|---------------|------|--------------------------|---------------|---------------|---------------|--------------|--------------|---------------|-----------|------------|
|                                                                                   |                    | 2015-2016             | 2016-2017     | 2017-2018     | 2018-2019    | 2019-2020    | 2020-2025     |                     |               |         |               |      |                          |               |               | 2015-2016     | 2016-2017    | 2017-2018    | 2018-2019     | 2019-2020 | 2020-2025  |
| Bakers Branch Collector Phase II (Lexington to Gerault)                           | -                  | -                     | 1,700,000     | -             | -            | -            | -             | 1,700,000           | 200,000       | 0,2     | -             |      | -                        |               | 1,500,000     | -             | 1,500,000    | -            | -             | -         | -          |
| Canterbury Lane Sewer Line Replacement                                            | 80,000             | -                     | -             | -             | -            | -            | -             | 80,000              | 80,000        | 2       | -             |      | -                        |               | -             | -             | -            | -            | -             | -         | -          |
| Colonial Drive Wastewater Line (Colony St. to Homestead St.)                      | 20,000             | -                     | -             | -             | -            | -            | -             | 20,000              | 20,000        | 2       | -             |      | -                        |               | -             | -             | -            | -            | -             | -         | -          |
| Denton Creek Boulevard Wastewater Line                                            | -                  | -                     | -             | 2,700,000     | -            | -            | -             | 2,700,000           | 2,700,000     | 0,5     | -             |      | -                        |               | -             | -             | -            | -            | -             | -         | -          |
| Impact Fee Update                                                                 | 70,000             | -                     | -             | -             | -            |              | -             | 70,000              | 70,000        | 0       | -             |      | -                        |               | -             | -             | -            | -            | -             | -         | -          |
| Justin Road Lift Station Outfall                                                  | -                  | -                     | -             | -             | -            | 550,000      | -             | 550,000             | 300,000       | 0,2     | 0             |      | -                        |               | 250,000       | -             | -            | -            | -             | 250,000   | -          |
| Inflow-Infiltration/Evaluation and Repair                                         | 1,480,000          | 250,000               | 250,000       | 250,000       | 250,000      | 250,000      | -             | 2,730,000           | 130,000       | 2       | 1,350,000     |      | -                        |               | 1,250,000     | 250,000       | 250,000      | 250,000      | 250,000       | 250,000   | -          |
| Lakeside Lift Station and Force Main                                              | 3,090,000          | -                     | -             | -             | -            | -            | -             | 3,090,000           | 2,090,000     | 0,2,3,5 | 1,000,000     |      | -                        |               | -             | -             | -            | -            | -             | -         | -          |
| Lakeside Lift Station and Force Main Phase II                                     | -                  | -                     | -             | -             | 2,400,000    | -            | -             | 2,400,000           | 400,000       | 0,2,3,5 | -             |      | -                        |               | 2,000,000     | -             | -            | -            | 2,000,000     | -         | -          |
| Lift Station Improvements and Decommissioning                                     | 50,000             | 1,725,000             | -             | -             | -            | -            | -             | 1,775,000           | 50,000        | 2       | -             |      | -                        |               | 1,725,000     | 1,725,000     | -            | -            | -             | -         | -          |
| Long Prairie Interceptor (North of College Pkw)                                   | -                  | -                     | -             | -             | -            | -            | 330,000       | 330,000             | -             | 0,2     | -             |      | -                        |               | 330,000       | -             | -            | -            | -             | -         | 330,000    |
| Lower Timber Interceptor (Teakwood to Pintail Park)                               | -                  | -                     | -             | -             | 905,000      | -            | -             | 905,000             | -             | 0,2     | -             |      | -                        |               | 905,000       | -             | -            | -            | 905,000       | -         | -          |
| McKamy Creek Road Sewer Line Replacement                                          | 185,000            | -                     | -             | -             | -            | -            | -             | 185,000             | 185,000       | 2       |               |      | -                        |               | -             | -             | -            | -            | -             | -         | -          |
| Oak Street Lift Station and Force Main Phase III                                  | 6,225,000          |                       | -             | -             | -            | -            | -             | 6,225,000           | 70,000        | 0,2     | 6,155,000     |      | -                        |               | -             | -             | -            | -            | -             | -         | -          |
| Oak Street Lift Station and Force Main Phase IV                                   | -                  | -                     |               | -             | 3,300,000    | -            | -             | 3,300,000           | 150,000       | 0,2     |               |      | -                        |               | 3,150,000     | -             | -            | -            | 3,150,000     | -         | -          |
| Oak Street Lift Station and Force Main Phase V                                    | -                  | -                     |               | -             | -            | -            | 2,500,000     | 2,500,000           |               | 0,2     |               |      | -                        |               | 2,500,000     | -             | -            | -            | -             | -         | 2,500,000  |
| Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)         | -                  | 1,010,000             | -             | -             | -            | -            | -             | 1,010,000           | 410,000       | 0,2     | -             |      | -                        |               | 600,000       | 600,000       | -            | -            | -             | -         | -          |
| Upper Timber Creek Interceptor (South of College Pkw.)                            | -                  | -                     | -             | -             | -            | -            | 300,000       | 300,000             |               | 0,2     | -             |      | -                        |               | 300,000       | -             | -            | -            | -             | -         | 300,000    |
| Riverwalk Collector (Morris Rd. to Windsor Dr.)                                   | -                  | -                     | -             | -             | -            |              | 430,000       | 430,000             | 230,000       | 0,2     | -             |      | -                        |               | 200,000       | -             | -            | -            | -             | -         | 200,000    |
| Southside Force Main Extension                                                    | -                  | -                     | -             | -             | -            |              | 1,710,000     | 1,710,000           | 710,000       | 0,2     | -             |      | -                        |               | 1,000,000     | -             | -            | -            | -             | -         | 1,000,000  |
| Southside Gravity Improvements                                                    | -                  | -                     | -             | -             | -            |              | 2,970,000     | 2,970,000           | 600,000       | 0,3,5   | -             |      | -                        |               | 2,370,000     | -             | -            | -            | -             | -         | 2,370,000  |
| Southside Pump Upgrade                                                            | -                  | -                     | -             | -             | -            |              | 780,000       | 780,000             | 400,000       | 0,2     | -             |      | -                        |               | 380,000       | -             | -            | -            | -             | -         | 380,000    |
| Wastewater System Model Update                                                    | 175,000            | 25,785                | 5,000         | 5,000         | 5,000        | 5,000        | -             | 220,785             | 220,785       | 0,2     | -             |      | -                        |               | -             | -             | -            | -            | -             | -         | -          |
| Wastewater Treatment Plant Auxiliary Power                                        | 620,000            | -                     | -             | -             | -            | -            | -             | 620,000             | -             | 0,2     | 620,000       |      | -                        |               | -             | -             | -            | -            | -             | -         | -          |
| Wastewater Treatment Plant Capacity Study                                         | -                  | -                     | -             | 75,000        | -            | -            | -             | 75,000              | 75,000        | 0,2     | -             |      | -                        |               | -             | -             | -            | -            | -             | -         | -          |
| Wastewater Treatment Plant Expansion                                              | -                  | -                     |               | -             | -            | -            | ???           | -                   | -             | 0,2     | -             |      | -                        |               | -             | -             | -            | -            | -             | -         | -          |
| Wastewater Treatment Plant Final Clarification Rehabilitation                     | 350,000            | 300,000               |               | -             | -            | -            | -             | 650,000             | 300,000       | 2       | 350,000       |      | -                        |               | -             | -             | -            | -            | -             | -         | -          |
| Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)              | 940,000            | 5,600,000             | -             | -             | -            | -            | -             | 6,540,000           | 780,000       | 2       | 160,000       |      | -                        |               | 5,600,000     | 5,600,000     | -            | -            | -             | -         | -          |
| Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening) | -                  | -                     | 800,000       | 6,000,000     | -            | -            | -             | 6,800,000           | -             | 2       | -             |      | -                        |               | 6,800,000     | -             | 800,000      | 6,000,000    | -             | -         | -          |
| Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)               | -                  | -                     | -             | -             | -            | -            | 13,000,000    | 13,000,000          | -             | 2       | -             |      | -                        |               | 13,000,000    | -             | -            | -            | -             | -         | 13,000,000 |
| Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)          | -                  | -                     | -             | -             | -            | -            | 1,000,000     | 1,000,000           | -             | 2       | -             |      | -                        |               | 1,000,000     | -             | -            | -            | -             | -         | 1,000,000  |
| Wellington Interceptor Phase VI Section I (Vail Lane to Oak Street Lift Station)  | -                  | -                     | -             | 310,000       | -            | -            | -             | 310,000             | 95,000        | 0,2     | -             |      | -                        |               | 215,000       | -             | -            | 215,000      | -             | -         | -          |
| Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)                     | -                  | -                     | -             | -             | -            | -            | 720,000       | 720,000             |               | 0,2     | -             |      | -                        |               | 720,000       | -             | -            | -            | -             | -         | 720,000    |
| Wellington Interceptor (Fieldcrest Rd. to FM 3040)                                | -                  | -                     | -             | -             | -            | -            | 410,000       | 410,000             |               | 0,2     | -             |      | -                        |               | 410,000       | -             | -            | -            | -             | -         | 410,000    |
| Wichita Trail Lift Station Improvements                                           | -                  | -                     | -             | -             | -            | -            | 780,000       | 780,000             |               | 0,2     | -             |      | -                        |               | 780,000       | -             | -            | -            | -             | -         | 780,000    |
| SUBTOTAL                                                                          | \$ 13,285,000      | \$ 8,910,785          | \$ 2,755,000  | \$ 9,340,000  | \$ 6,860,000 | \$ 805,000   | \$ 24,930,000 | \$ 66,885,785       | \$ 10,265,785 |         | \$ 9,635,000  | \$ - | \$ 46,985,000            | \$ 8,175,000  | \$ 2,550,000  | \$ 6,465,000  | \$ 6,305,000 | \$ 500,000   | \$ 22,990,000 |           |            |
| GRAND TOTAL UTILITY FUND                                                          | \$ 40,405,420      | \$ 19,339,570         | \$ 14,490,000 | \$ 17,175,000 | \$ 8,630,000 | \$ 2,680,000 | \$ 68,436,000 | \$ 171,155,990      | \$ 30,862,950 |         | \$ 31,597,040 | \$ - | \$ 108,696,000           | \$ 15,110,000 | \$ 13,080,000 | \$ 10,675,000 | \$ 9,365,000 | \$ 2,220,000 | \$ 58,246,000 |           |            |

\*\* Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow

| WASTEWATER PROJECTS | PRIOR FISCAL<br>YEARS | CONSTRUCTION SCHEDULE |               |               |               |               |               | TOTAL PROJECT<br>COSTS | OTHER<br>SOURCES | ISSUED<br>DEBT | AUTHORIZED<br>UNISSUED GO's | NEW | DEBT SCHEDULE |               |               |               |               |               |
|---------------------|-----------------------|-----------------------|---------------|---------------|---------------|---------------|---------------|------------------------|------------------|----------------|-----------------------------|-----|---------------|---------------|---------------|---------------|---------------|---------------|
|                     |                       | 2015-<br>2016         | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2025 |                        |                  |                |                             |     | 2015-<br>2016 | 2016-<br>2017 | 2017-<br>2018 | 2018-<br>2019 | 2019-<br>2020 | 2020-<br>2025 |

- 4. Decision Package
- 5. Developer Agreement(s)
- 6. Park Development Fund
- 7. Tax Increment Reinvestment Zone (TIRZ)
- 8. Dedicated Sales Tax
- 9. SH 121 Regional Toll Revenue (RTR)



## TOWN COUNCIL AGENDA ITEM NO. 10

### CONSENT ITEM

**DATE:** February 15, 2016

**FROM:** David Bauer, Construction Manager

**ITEM:** Consider approval of an agreement with Oncor Elective Delivery LLC to provide fourteen decorative street light fixtures and provide for maintenance service of same in the amount of \$25,528.57 and authorize the Mayor to execute same on behalf of the Town.

**BACKGROUND INFORMATION:** Throughout the design of the Sagebrush Drive improvement project, public meetings were held to receive comments and feedback from residents living on Sagebrush. One of the requests voiced by residents was the need for street lights to be added to the project. A survey was conducted by email on August 18, 2015, to determine the type of light fixture, with positive feedback received for the Hanover/Philadelphia style fixture provided through this agreement with Oncor. These are cut off fixtures that meet the Town's lighting ordinance.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:**

|                                             |                                            |
|---------------------------------------------|--------------------------------------------|
| <b>Proposed Expenditure:</b><br>\$25,528.57 | <b>Account Number(s):</b><br>531-220-78053 |
|---------------------------------------------|--------------------------------------------|

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

*DW*

**LEGAL REVIEW:** This agreement has been reviewed by Dean Roggia of Taylor, Olson, Adkins, Sralla, Elam, LLP on January 28, 2016.

**ATTACHMENTS:**

1. Agreement
2. Exhibit

**RECOMMENDATION:** Move to approve an agreement with Oncor Electric Delivery LLC to provide fourteen decorative street light fixtures and provide for maintenance service of same in the amount of \$25,528.57 and authorize the Mayor to execute same on behalf of the Town.



**Oncor Electric Delivery LLC**  
**a Delaware limited liability company**

February 5, 2016

Michael Alford  
 Oncor Electric Delivery  
 4600 State Highway 121  
 McKinney, TX 75070

WR #: 3270525

Transaction ID: 35272

David Bauer  
 Town of Flower Mound  
 1001 Cross Timbers Rd. Suite 2330  
 Flower Mound, TX 75028

Dear Mr. Bauer:

The Town of Flower Mound ('Customer') has requested that Oncor Electric Delivery Company LLC, a Delaware limited liability company ('Company'), provide additional electric facilities sufficient to provide electric service for \_\_\_\_\_ kW or \_\_\_\_\_ lots / units at \_\_\_\_\_ 14 Hanover/Philadelphia Style 150w MH lights on Sagebrush Dr. \_\_\_\_\_.

Pursuant to company's Tariff for Retail Delivery Service, Customer is responsible for \$25,528.57 as payment for the Customer's portion of the cost of installation of Company's additional electric delivery facilities, such payment to be and remain the property of the Company. Customer's payment in full is due at the time this agreement is returned to Company.

Company at all times shall have title to and complete ownership and control over said facilities.

Customer is responsible for providing, without cost to the Company: (1) suitable space on customer's premises for the installation of the facilities; and (2) rough site grading to final grade along the route of the facilities and clearing the area of all obstructions.

Customer has elected to provide, without cost to the Company, all civil construction necessary to install Oncor Electric Delivery facilities on the Customer's premises, including labor and material. Customer agrees to provide all civil construction in accordance with the Company's standards.

Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

This agreement supersedes all previous agreements or representation, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

This agreement, if not accepted within 30 days of the date of this letter, will be of no force and effect. Acceptance shall consist of delivery of an executed copy of this agreement to Company.

Please be aware that the start date of this project will be no earlier than three weeks following the execution of this agreement along with any payment that may be required pursuant to Company's Tariff for Retail Delivery Service. A more definitive installation schedule will be provided upon your delivery of this agreement to assist in your planning for this project.

Sincerely,

Michael Alford  
 New Construction Manager

If \_\_\_\_\_ The Town of Flower Mound \_\_\_\_\_ agrees to the conditions set forth in this agreement, please execute the agreement and return to me at the address above.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date



## EXHIBIT "A" – Registered

WR #: 3270525 Project Name: Sagebrush Drive Street Lights

**SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN  
ONCOR ELECTRIC DELIVERY COMPANY AND Town of Flower Mound**

This Supplement ("Supplement") to the Agreement for Street Lighting Service dated 11-17-2003 ("Agreement"), is made and entered into this 21 day of September, 2015, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company") and Town of Flower Mound, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

Request for Street Lighting Service dated 9-21-15, attached hereto.

2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY

Town of Flower Mound

michael.alford@oncor.com  
Digitally signed by michael.alford@oncor.com  
 DN: cn=michael.alford@oncor.com  
 Date: 2015.09.21 15:27:05 -0500

Signature - Oncor Representative

Signature – Customer Representative

Michael Alford

Printed Name – Oncor Representative

Printed Name – Customer Representative

New Construction Manager

Title - Oncor Representative

Title – Customer Representative

9-21-15

Date Signed – Oncor Representative

Date Signed – Customer Representative

.....  
***\*\*For CIAC purposes only pursuant to Section (4) above\*\****

Signature – Customer's Agent

Printed Name – Customer's Agent

Title - Customer's Agent

Date Signed – Customer's Agent



**EXHIBIT “B” – WR 3270525**  
**Town of Flower Mound**  
**Sagebrush Drive between Old Settler’s and Long Prairie**

**REQUEST FOR STREET LIGHTING SERVICE**

**Actions:** *A*-Addition    *R*-Removal    *RL*-Relocation    *S*-Service (*Schedule D – Only*)

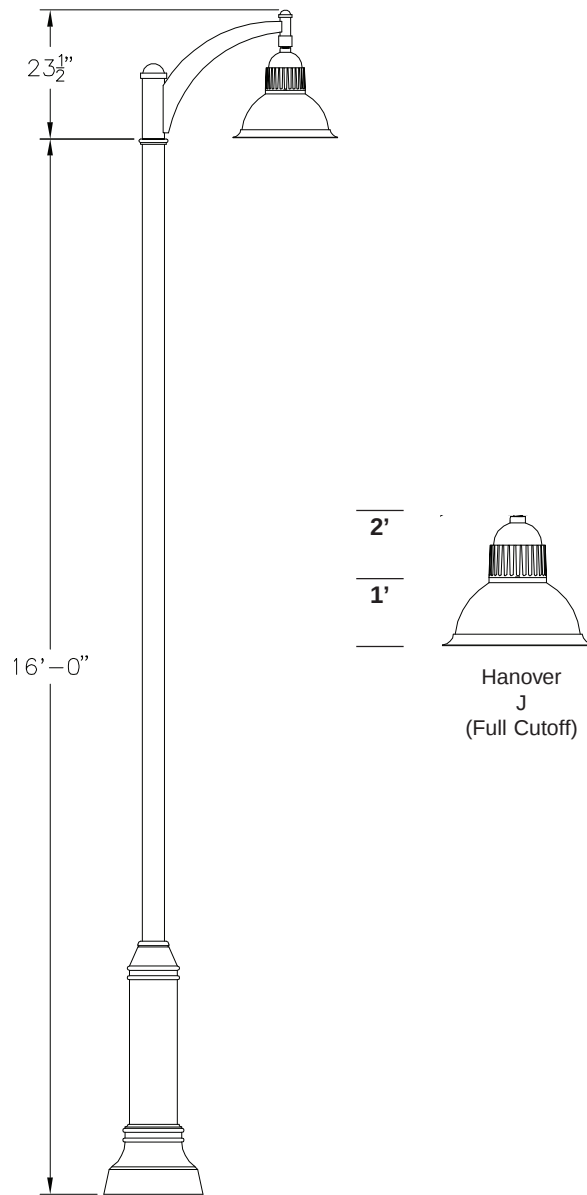
| ESID Premise | Action | Order required from CR to Energize – Yes/No (For New ESID Only) | Qty | Wattage | Lamp Type | Rate Schedule** | Identifying Luminaire/ Pole Type | Location (Address, etc.) (See Attached Sketch) |
|--------------|--------|-----------------------------------------------------------------|-----|---------|-----------|-----------------|----------------------------------|------------------------------------------------|
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 01 - 3893781-3688354                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 02 - 3893951-3688357                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 03 - 3894132-3688355                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 04 - 3894343-3688355                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 05 - 3894523-3688356                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 06 - 3894704-3688359                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 07 - 3894906-3688358                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 08 - 3895076-3688360                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 09 - 3895247-3688361                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 10 - 3895412-3688362                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 11 - 3895590-3688362                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 12 - 3895792-3688363                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 13 - 3895980-3688362                           |
| 600-7026     | A      |                                                                 | 1   | 150     | MH        | A               | Hanover/Philadelphia             | 14 - 3896178-3688363                           |
|              |        |                                                                 |     |         |           |                 |                                  |                                                |

**Comments:** These lights are on the south side of Sagebrush between Old Settler’s and Long Prairie.

**\*\*Unmetered Facilities -- Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D; R (Rectangular); P (Post-Top); H (Historical) ;  
CLOSED/REMOVE ONLY I (Incandescent); W (Wallpack Mercury Vapor);  
Metered Facilities – Non-Company-Owned; or  
Metered Facilities – Company-Owned (closed to new installations)**

- 1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of \$ 25,528.57 .**
- 2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.**





### Philadelphia Style Pole

\* Because of different tenon size, ONLY the Hanover Luminaire and bracket arm can be used with the Philadelphia style pole.

#### Luminaire Notes:

- Luminaires are available with a light source of 175 Watt Metal Halide or 100 Watt High Pressure Sodium.
- A thru G luminaire styles, when used with the "V" Victorian bracket, require special type luminaires and photo cells.
- H and I luminaires cannot be used on "V" Victorian bracket.

#### Bracket Notes:

- Capitol bracket (C) mounts two luminaires of styles A thru I.
- Victorian bracket (V) mounts three luminaires of styles A thru G. Styles H and I cannot be used.





## TOWN COUNCIL AGENDA ITEM NO. 11

### CONSENT ITEM

**DATE:** February 15, 2016

**FROM:** Tiffany Bruce, P.E., CIP Engineering Manager

**ITEM:** Consider approval of the Final and Change Order No. 1 for the construction of the Flower Mound Road Turn Lanes at Native Oak Drive and Auburn Turn Lane at FM 1171 project, amending the contract with 3D Paving and Contracting, LLC., for a decrease in the contract amount of \$29,032.40; acceptance of the project; and authorization of final payment to the contractor, 3D Paving and Contracting, LLC., in the amount of \$20,287.57; and authorization for the Mayor to execute same on behalf of the Town.

**BACKGROUND INFORMATION:** The Flower Mound Road Turn Lanes at Native Oak Drive and Auburn Turn Lane at FM 1171 project included two left turn lanes from Flower Mound Road onto Native Oak and a single right turn lane from FM 1171 onto Auburn. Final payment is retainage of \$20,287.57, for a final contract amount of \$203,069.40.

**FISCAL IMPACT:** \$20,287.57

| Proposed Expenditure: | Account Number(s): |
|-----------------------|--------------------|
| \$20,287.57           | 316-560-78055      |

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

*DW*

#### ATTACHMENTS:

1. Change Order No. 1
2. Contract Estimate for Payment
3. Bills Paid Affidavit
4. Consent of Surety Company

**RECOMMENDATION:** Move to approve the Final and Change Order No. 1 for the construction of the Flower Mound Road Turn Lanes at Native Oak Drive and Auburn Turn Lane at FM 1171 project, amending the contract with 3D Paving and Contracting, LLC., for a decrease in the contract amount of \$29,032.40; acceptance of the project; and authorization of final payment to the contractor, 3D Paving and Contracting, LLC., in the amount of \$20,287.40; and authorize the Mayor to execute same on behalf of the Town.

**CHANGE ORDER No. 1 and Final**

Effective Date: February 15, 2016

Owner: Town of Flower Mound  
 Contractor: 3D Paving and Contracting, LLC.  
 Project: **Flower Mound Road Turn Lane (at Native Oak) & Auburn Drive (FM 1171 onto Auburn)**

**CHANGE ORDER NO. 1 and Final**

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

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

| Item No.        | Description                                        | Unit | Add/ Deduct | Quantity | Unit Price | Extended Amount       |
|-----------------|----------------------------------------------------|------|-------------|----------|------------|-----------------------|
| A3              | 8" Flex Base NCTCOG 301.5.1, Grade 2               | SY   | Deduct      | 52       | \$20.00    | \$ (1,040.00)         |
| A5              | Concrete Pavement (8") (4200 PSI COMP)             | SY   | Deduct      | 52.4     | \$59.00    | \$ (3,091.60)         |
| A6              | Monolithic Concrete Curb (Town ROW)                | LF   | Deduct      | 22       | \$3.00     | \$ (66.00)            |
| B5              | Asphalt Concrete Pavement(Type 'B')(Base)(6")      | TON  | Deduct      | 45.2     | \$100.00   | \$ (4,520.00)         |
| B6              | Concrete Pavement (Cont Reinf)(10")                | SY   | Deduct      | 60.2     | \$69.00    | \$ (4,153.80)         |
| B7              | Monolithic Concrete Curb (Town ROW)                | LF   | Deduct      | 54       | \$3.00     | \$ (162.00)           |
| B10             | Covert Inlet to Type M Manhole (Complete in Place) | EA   | Deduct      | 2        | \$4,000.00 | \$ (8,000.00)         |
| B5-2            | Asphalt Concrete Pavement Type 'B'(Base)(6")       | TON  | Deduct      | 84.2     | \$95.00    | \$ (7,999.00)         |
| <b>SUBTOTAL</b> |                                                    |      |             |          |            | <b>\$ (29,032.40)</b> |

|                               |                       |
|-------------------------------|-----------------------|
| Original Contract             | <b>\$ 232,101.80</b>  |
| <b>Change Order #1</b>        | <b>\$ (29,032.40)</b> |
| <b>Revised Contract Price</b> | <b>\$ 203,069.40</b>  |

**JUSTIFICATION**

Items A3, A5, A6, B5, B6, B7, B10, and B5-2 provide for in place quantities and contract adjustments to meet the final project.

|                             |                         |      |                  |      |
|-----------------------------|-------------------------|------|------------------|------|
| Recommended<br>for Approval | _____                   | Date | _____            | Date |
|                             | Tiffany Bruce, P.E.     |      | Contractor       |      |
|                             | CIP Engineering Manager |      | _____            |      |
|                             |                         |      | Contractor Title |      |
| Approved                    | _____                   | Date | _____            |      |
|                             | Thomas E. Hayden        |      |                  |      |
|                             | Mayor                   |      |                  |      |

CONTRACT ESTIMATE FOR PAYMENT

Project:

Flower Mound Road Turn Lane (at Native Oak)  
Auburn Drive Turn Lane (FM 1171 onto Auburn)

Estimate No.:

CO-1 & Final

| Item No. | Description of Item                                                 | Unit of Measure | Contract Quantities | Unit Price  | Contract Amount | Quantities Completed Previous | Quantities Completed This Month | Quantities Completed To Date | Dollar Amount Previous | Dollar Amount This Month | Amount Completed To date | % of Quantity Complete |
|----------|---------------------------------------------------------------------|-----------------|---------------------|-------------|-----------------|-------------------------------|---------------------------------|------------------------------|------------------------|--------------------------|--------------------------|------------------------|
|          | FLOWER MOUND ROAD TURN LANE (AT NATIVE OAK)                         |                 |                     |             |                 |                               |                                 |                              |                        |                          |                          |                        |
| A1.      | PARKWAY DEMOLITION (FM 1171)                                        | LS              | 1.00                | \$ 8,500.00 | \$ 8,500.00     | 1.00                          | 0.00                            | 1.00                         | 8,500.00               | -                        | 8,500.00                 | 100.00%                |
| A2.      | EARTHWORK (EXCAVATION)                                              | LS              | 1.00                | \$ 8,500.00 | \$ 8,500.00     | 1.00                          | 0.00                            | 1.00                         | 8,500.00               | -                        | 8,500.00                 | 100.00%                |
| A3.CO!   | 8" FLEX BASE NCTCOG 301.5.1, GRADE 2                                | SY              | 509.00              | \$ 20.00    | \$ 10,180.00    | 509.00                        | 0.00                            | 509.00                       | 10,180.00              | -                        | 10,180.00                | 100.00%                |
| A4.      | NOT USED                                                            | -               | 0.00                |             |                 |                               |                                 |                              |                        |                          |                          |                        |
| A5.CO!   | CONCRETE PAVEMENT (8")(4200 PSI COMP)                               | SY              | 468.60              | \$ 59.00    | \$ 27,647.40    | 468.60                        | 0.00                            | 468.60                       | 27,647.40              | -                        | 27,647.40                | 100.00%                |
| A6.CO1   | MONOLITHIC CONCRETE CURN (TOWN ROW)                                 | LF              | 333.00              | \$ 3.00     | \$ 999.00       | 333.00                        | 0.00                            | 333.00                       | 999.00                 | -                        | 999.00                   | 100.00%                |
| A7.      | PARKWAY RESTORATION; COMPLETE IN PLACE (FLOWER MOUND ROAD)          | LS              | 1.00                | \$ 3,000.00 | \$ 3,000.00     | 1.00                          | 0.00                            | 1.00                         | 3,000.00               | -                        | 3,000.00                 | 100.00%                |
| A8.      | PAVEMENT MARKING AND MARKERS; COMPLETE IN PLACE (FLOWER MOUND ROAD) | LS              | 1.00                | \$ 2,220.00 | \$ 2,220.00     | 1.00                          | 0.00                            | 1.00                         | 2,220.00               | -                        | 2,220.00                 | 100.00%                |
| A9.      | TRAFFIC CONTROL                                                     | LS              | 1.00                | \$ 3,000.00 | \$ 3,000.00     | 1.00                          | 0.00                            | 1.00                         | 3,000.00               | -                        | 3,000.00                 | 100.00%                |
| A10.     | EROSION CONTROL                                                     | LS              | 1.00                | \$ 1,500.00 | \$ 1,500.00     | 1.00                          | 0.00                            | 1.00                         | 1,500.00               | -                        | 1,500.00                 | 100.00%                |
| A11.     | PROJECT SIGNS                                                       | EA              | 2.00                | \$ 500.00   | \$ 1,000.00     | 2.00                          | 0.00                            | 2.00                         | 1,000.00               | -                        | 1,000.00                 | 100.00%                |
|          | AUBURN TURN LANE (FM 1171 onto AUBURN)                              |                 |                     |             |                 |                               |                                 |                              |                        |                          |                          |                        |
| B1.      | PARKWAY DEMOLITION (FM 1171)                                        | LS              | 1.00                | \$ 6,500.00 | \$ 6,500.00     | 1.00                          | 0.00                            | 1.00                         | 6,500.00               | -                        | 6,500.00                 | 100.00%                |
| B2.      | EARTHWORK (EXCAVATION)                                              | LS              | 1.00                | \$ 6,500.00 | \$ 6,500.00     | 1.00                          | 0.00                            | 1.00                         | 6,500.00               | -                        | 6,500.00                 | 100.00%                |
| B5.CO1   | ASPHALT CONCRETE PAVEMENT (TYPE 'B')(BASE)(6")                      | TON             | 185.80              | \$ 100.00   | \$ 18,580.00    | 185.80                        | 0.00                            | 185.80                       | 18,580.00              | -                        | 18,580.00                | 100.00%                |
| B6.CO1   | CONCRETE PAVEMENT (CONT REINF)(10")                                 | SY              | 506.00              | \$ 69.00    | \$ 34,914.00    | 506.00                        | 0.00                            | 506.00                       | 34,914.00              | -                        | 34,914.00                | 100.00%                |
| B7.CO1   | MONOLITHIC CONCRETE CURN (TOWN ROW)                                 | LF              | 346.00              | \$ 3.00     | \$ 1,038.00     | 346.00                        | 0.00                            | 346.00                       | 1,038.00               | -                        | 1,038.00                 | 100.00%                |
| B8.      | TXDOT TYPE C (INLET) (COMPLETE IN PLACE)                            | EA              | 2.00                | \$ 5,000.00 | \$ 10,000.00    | 2.00                          | 0.00                            | 2.00                         | 10,000.00              | -                        | 10,000.00                | 100.00%                |
| B9.      | TXDOT TYPE E (INLET EXT)(COMPLETE IN PLACE)                         | EA              | 4.00                | \$ 3,000.00 | \$ 12,000.00    | 4.00                          | 0.00                            | 4.00                         | 12,000.00              | -                        | 12,000.00                | 100.00%                |
| B10.CO1  | CONVERT INLET TO TYPE M MANHOLE (COMPLETE IN PLACE)                 | EA              | 0.00                | \$ 4,000.00 | \$ -            | 0.00                          | 0.00                            | 0.00                         | -                      | -                        | -                        | #DIV/0!                |
| B11.     | REINF CONC PIPE, CL III, 18"                                        | LF              | 18.00               | \$ 100.00   | \$ 1,800.00     | 18.00                         | 0.00                            | 18.00                        | 1,800.00               | -                        | 1,800.00                 | 100.00%                |
| B12.     | RTRENCH SAFETY AND EXCAVATION PROTECTION (STORM)                    | LF              | 18.00               | \$ 50.00    | \$ 900.00       | 18.00                         | 0.00                            | 18.00                        | 900.00                 | -                        | 900.00                   | 100.00%                |
| B13.     | PARKWAY RESTORATION; COMPLETE IN PLACE (FM1171)                     | LS              | 1.00                | \$ 5,000.00 | \$ 5,000.00     | 1.00                          | 0.00                            | 1.00                         | 5,000.00               | -                        | 5,000.00                 | 100.00%                |
| B14.     | PAVEMENT MARKING AND MARKERS; COMPLETE IN PLACE (FM 1771)           | LS              | 1.00                | \$ 5,020.00 | \$ 5,020.00     | 1.00                          | 0.00                            | 1.00                         | 5,020.00               | -                        | 5,020.00                 | 100.00%                |
| B15.     | TRAFFIC CONTROL                                                     | LS              | 1.00                | \$ 5,000.00 | \$ 5,000.00     | 1.00                          | 0.00                            | 1.00                         | 5,000.00               | -                        | 5,000.00                 | 100.00%                |
| B16.     | TXDOT TYPE 7 ADA RAMP (COMPLETE IN PLACE)                           | EA              | 1.00                | \$ 1,250.00 | \$ 1,250.00     | 1.00                          | 0.00                            | 1.00                         | 1,250.00               | -                        | 1,250.00                 | 100.00%                |
| B17.     | TOWN SIDEWALK 6' WIDE (COMPLETE IN PLACE)                           | SY              | 186.00              | \$ 45.00    | \$ 8,370.00     | 186.00                        | 0.00                            | 186.00                       | 8,370.00               | -                        | 8,370.00                 | 100.00%                |
| B18.     | EROSION CONTROL                                                     | LS              | 1.00                | \$ 1,500.00 | \$ 1,500.00     | 1.00                          | 0.00                            | 1.00                         | 1,500.00               | -                        | 1,500.00                 | 100.00%                |
| B19.     | PROJECT SIGNS                                                       | EA              | 1.00                | \$ 500.00   | \$ 500.00       | 1.00                          | 0.00                            | 1.00                         | 500.00                 | -                        | 500.00                   | 100.00%                |
|          | BID ALTERNATE TWO                                                   |                 |                     |             |                 |                               |                                 |                              |                        |                          |                          |                        |
| B5-2.CO1 | ASPHALT CONCRETE PAVEMENT TYPE 'B')(BASE)(6")                       | TON             | 185.80              | \$ 95.00    | \$ 17,651.00    | 185.80                        | 0.00                            | 185.80                       | 17,651.00              | -                        | 17,651.00                | 100.00%                |
|          |                                                                     |                 |                     |             |                 |                               |                                 |                              |                        |                          |                          |                        |
| TOTAL    |                                                                     |                 |                     |             | 203,069.40      |                               |                                 |                              | 203,069.40             | -                        | 203,069.40               | 100.00%                |

**AFFIDAVIT OF BILLS PAID AND RELEASE OF LIENS BY CONTRACTOR**

The undersigned ("Contractor"), having furnished materials and/or performed labor in connection with the construction (the "Project") of certain improvements located at Flower Mound Road Turn Lanes ("Property") for and in consideration of the payment to the Contractor of the sum hereinafter specified does hereby acknowledge and release as follows:

Upon the receipt of \_\_\_\_\_ being payment on Invoice # \_\_\_\_\_ dated \_\_\_\_\_ for materials and/or labor performed by the Contractor for the Project (the "Work"); Contractor will waive and release any and all liens, rights and interests (whether choate or inchoate, and including, without limitation, all mechanic's and materialmen's liens under the Constitution and the statutes of the "Property" state) which are or may be owed, claimed or held by Contractor in and to the Property and the improvements constructed thereon by reason of the Work or otherwise, and Contractor will thereby **RELEASE AND FOREVER DISCHARGE** any and all claims, debts, demands or causes of action the Contractor has or may have as a result of the same including, without limitation, any liens of Contract for the Work now or hereafter filed for record in said County.

Contractor represents, warrants, and certifies that all bills owed by the Contractor for materials furnished and labor performed in connection with the Work have been or will be fully paid and satisfied. If for any reason a lien or liens are filed for materials or labor against the Property by virtue of the Contractor's participation in the Project by any person claiming by, through, or under the Contractor, then Contractor will immediately obtain a settlement of such lien or liens and obtain and furnish to the owners of the Property a release thereof. Contractor shall indemnify such owners and their respective heirs, successors and assigns from any such bill or liens and from all costs and expenses, including attorney's fees, incurred in discharging any such bills or removing such liens.

Executed Jan 15, 2016.

Contractor Name: 3D Paving and Contracting LLC

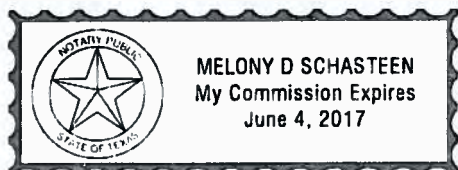
By: Roger Dupre

Title: Managing Partner

Wade P. Rad  
Witness

[Signature]  
Witness

Subscribed and sworn to before me under my official seal of office this 14 day of January, 2016.



Melony D. Schasteen  
Notary Signature

# **CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

AIA DOCUMENT G707

|            |                          |
|------------|--------------------------|
| OWNER      | X                        |
| ARCHITECT  | <input type="checkbox"/> |
| CONTRACTOR | <input type="checkbox"/> |
| SURETY     | <input type="checkbox"/> |
| OTHER      | <input type="checkbox"/> |

Bond # **4400038**

**PROJECT: Flower Mound Rd. Turn Lanes and Auburn Dr. Turn Lane,**  
(name, address)

TO (Owner) **Town of Flower Mound**  
**2121 Cross Timbers Rd.**  
**Flower Mound, TX**  
**75028**

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: **construction**  
CONTRACT DATE: **2/2/2015**

**CONTRACTOR: 3D Paving and Contracting, LLC**

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

**FCCI Insurance Company**  
**2435 N. Central Expressway, Ste 1000**  
**Richardson, TX 75080**

,SURETY COMPANY,

on bond of

(here insert name and address of Contractor)

**3D Paving and Contracting, LLC**  
**161 Lansdowne Circle**  
**Coppell, TX 75019**

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall  
not relieve the Surety company of any of its obligations to

(here insert name and address of Owner)

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

,OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this **14th** day of **January, 2016**.

**FCCI Insurance Company**

Surety Company

Signature of Authorized Representative

Jay Jordan, Attorney-in-Fact

Title

Attest  
(seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS,  
Current Edition



More than a policy. A promise.

## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Mistie Beck; Robert G Kanuth; Robert J Shuya; Jay Jordan; Tony Fierro; Johnny Moss; Jeremy Barnett

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): **\$5,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22<sup>ND</sup> day of September, 2011.

Attest:

Craig Johnson  
Craig Johnson, President  
FCCI Insurance Company



Thomas A. Koval Esq., SVP, General Counsel,  
Government Affairs and Corporate Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

**ARLENE CUEMAN**  
Notary Public, State of Florida  
My Comm. Expires Sept. 25, 2016  
No. EE 213092

Arlene Cueman  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

**ARLENE CUEMAN**  
Notary Public, State of Florida  
My Comm. Expires Sept. 25, 2016  
No. EE 213092

Arlene Cueman  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



Thomas A. Koval, Esq., SVP, General Counsel,  
Government Affairs and Corporate Secretary





## TOWN COUNCIL AGENDA ITEM NO.12

### CONSENT ITEM

---

**DATE:** February 15, 2016

**FROM:** Ken Parr, Executive Director of Public Works

**ITEM:** Consider approval of an Ordinance for the release and abandonment of three easements located on a 50 acre tract located within the City of Grapevine and Town of Flower Mound limits that is owned by Grapevine; and authorization for the Mayor to execute same on behalf of the Town.

---

**BACKGROUND INFORMATION:** The Town approved an interlocal agreement with the City of Grapevine on December 21, 2015 regarding the development of a 50 acre tract of land located within the municipal boundaries of both Flower Mound and Grapevine. This tract is the location of the new Mercedes-Benz Parts Distribution and Training Facility. The approved interlocal agreement included the abandonment of two drainage easements and one utility easement by the Town. All three easements are no longer needed by the Town.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Drew Larkin, of Taylor, Olson, Adkins, and Elam L.L.P, prepared the Ordinance.

**ATTACHMENTS:**

1. Proposed Ordinance

**RECOMMENDATION:** Move to approve an Ordinance for the release and abandonment of three easements located on 50 acre tract located within the City of Grapevine and Town of Flower Mound limits that is owned by Grapevine; and authorize the Mayor to execute same on behalf of the Town.

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

**AN ORDINANCE VACATING AND ABANDONING EASEMENTS LOCATED IN THE TOWN OF FLOWER MOUND AND CITY OF GRAPEVINE; DECLARING THAT SUCH PROPERTY IS UNNECESSARY FOR USE BY THE PUBLIC; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Flower Mound, Texas 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, after careful study and consideration, has determined that three easements, located in the Town of Flower Mound and City of Grapevine, are not being used by, nor are useful or convenient to the public in general; therefore, they constitute a public charge without a corresponding public benefit, and the public would be better served and benefitted by their vacation and abandonment.

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

**SECTION 1.**

The Town of Flower Mound hereby vacates and abandons the following easements, which are attached hereto as Exhibit A:

- (a) Drainage Easement– Recorded in Volume 4614, Page 1350 of the Real Property Records of Denton County, Texas;
- (b) Drainage Easement– Recorded in Volume 4614, Page 1360 of the Real Property Records of Denton County, Texas; and
- (c) Water, Sewer, and Utilities Easement – Recorded in Volume 4614, Page 1365 of the Real Property Records of Denton County, Texas.

**SECTION 2.**

A copy of this Ordinance shall be presented for filing with the County Clerk of Denton and Dallas Counties, Texas.

**SECTION 3.**

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction,

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

**Page 2**

such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 4.**

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 15th DAY OF February, 2016.**

**APPROVED:**

\_\_\_\_\_  
**Thomas E. Hayden, MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Bryn D. Meredith, TOWN ATTORNEY**

## EXHIBIT A

14614 01350

## DRAINAGE EASEMENT

057680

THE STATE OF TEXAS )  
 )  
 COUNTY OF DENTON )

## KNOW ALL MEN BY THESE PRESENTS:

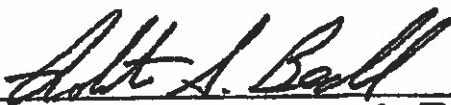
THAT Robert Beall, of the County of Denton, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor in hand paid by, the Town of Flower Mound, Texas, hereinafter referred to as Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained, have this day **GRANTED, SOLD AND CONVEYED**, and by these presents does hereby **GRANT, SELL AND CONVEY**, unto Grantee, its successors and assigns, whose address is 2121 Cross Timbers Road, Flower Mound, Texas 75028, an easement for the purposes set forth below, in, under and across the following described property, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Denton, State of Texas (the "Easement Tract"), described in EXHIBIT A, attached hereto and made a part hereof for all pertinent purposes.

**TO HAVE AND TO HOLD** the same perpetually to the Grantee and its successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction, installation, operation, maintenance, replacement, upgrade, repair and removal of drainage and detention facilities and all related appurtenances; and the operation of drainage improvements; provided, however, that Grantor reserves the right to enter upon and use the Easement Tract, but in no event shall Grantor (i) use the Easement Tract in any manner which interferes or is inconsistent with the rights granted hereunder, or (ii) erect or install or permit to be erected or installed, a building, permanent improvements, or a sprinkler or irrigation system, on any portion of the Easement Tract.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the easement herein granted, unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS HEREOF, Grantor has caused this instrument to be executed on this 24<sup>th</sup> day of APRIL, 2000.

  
 Printed Name: ROBERT S. BEALL

4614 01351

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS )**  
**)**  
**COUNTY OF DENTON )**

This instrument was acknowledged before me on this the 20th day of April, 2000, by Robert S. Poole  
Debra Poole  
Notary Public, State of Texas



**THE STATE OF TEXAS )**  
**)**  
**COUNTY OF DENTON )**

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

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

MARCH 1, 2000

Parcel 2

Page 1 of 2

Exhibit A; Page 1 of 2 Pages

County: Denton  
Roadway: Lakeside Parkway Phase I  
Project Limits: Gerault Road to DFW Trade Center

## Field Notes for Drainage Easement No. 2, Parcel 2

Being all that certain lot, tract or parcel of land situated in the J. C. Moffitt Survey, Abstract Number 886, Town of Flower Mound, Denton County, Texas, being part of that certain called 169.1406 acre tract of land described in deed to Robert Beall, recorded in Clerk's File Number 96-R0039941 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a point on the proposed southwesterly right-of-way line of Lakeside Parkway (proposed 120 foot R.O.W.), from which a 3/4" rebar found at the southeast corner of said Beall tract bears S 46°59'02" E, 30.57 feet and S 00°44'28" W, 457.49 feet;

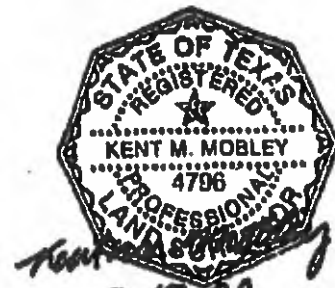
**THENCE** S 43°00'58" W, 100.00 feet;

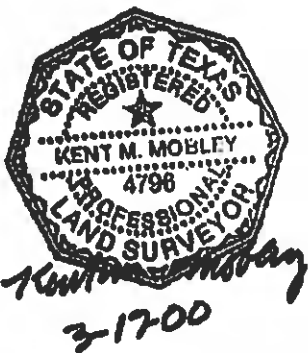
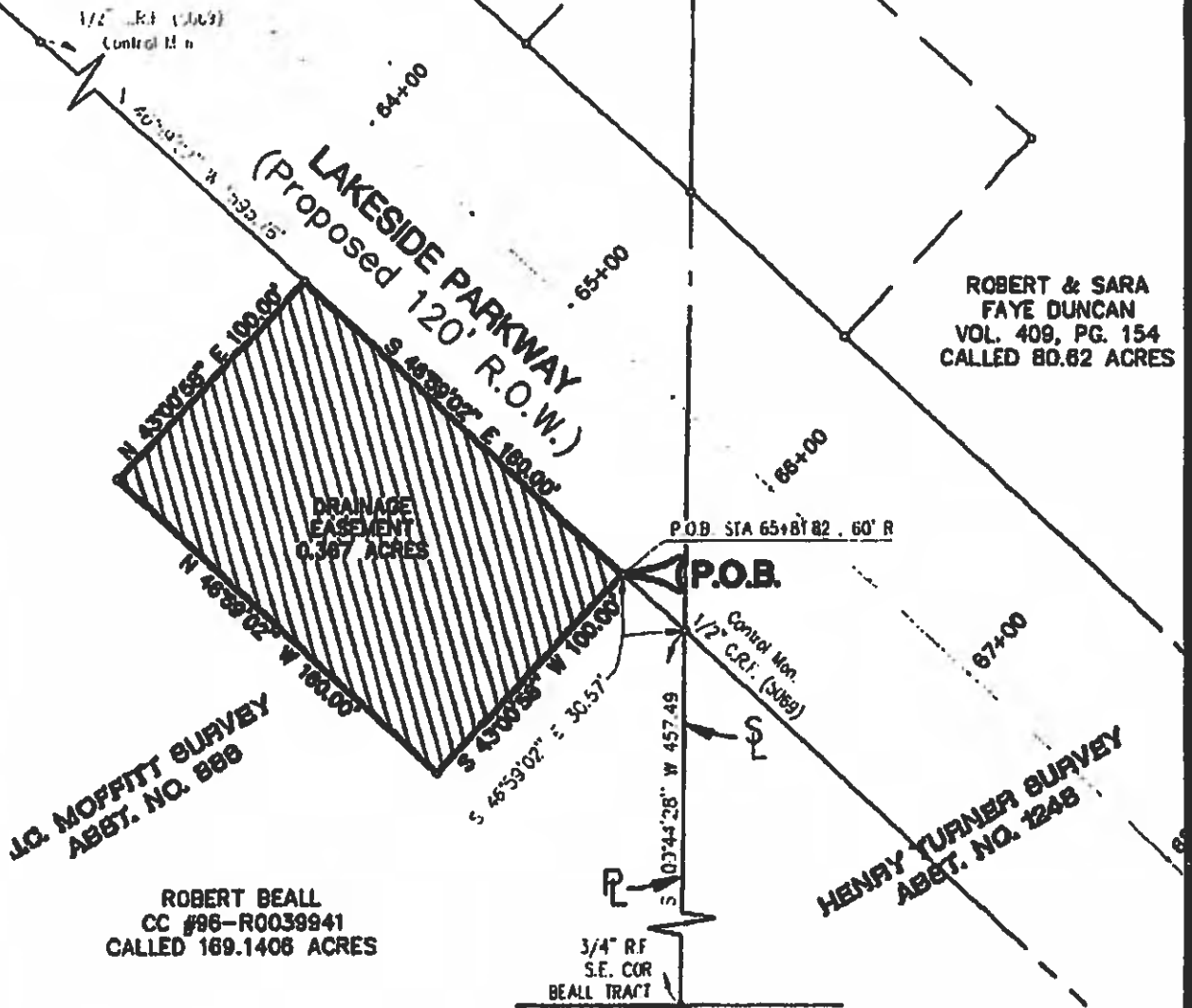
**THENCE** N 46°59'02" W, 160.00 feet;

**THENCE** N 43°00'58" E, 100.00 feet, to a point on the proposed southwesterly right-of-way line of Lakeside Parkway;

**THENCE** S 46°59'02" E, 160.00 feet, along said proposed right-of-way line, to the **POINT OF BEGINNING** and containing approximately 0.367 acres of land.

kmm:97486del.wpd





# **EXHIBIT A** for **Drainage Easement No. 2** **Parcel 2** **0.367 Acres**

In the  
**J.C. MOFFITT SURVEY, ABSTRACT NO. 886**  
**TOWN OF FLOWER MOUND**  
**DENTON COUNTY, TEXAS**

Filed for Record in:  
DENTON COUNTY, TX  
CYNTHIA MITCHELL, COUNTY  
CLERK

On Jun 20 2000  
At 1:20pm

Doc/Num : 00-R0057600

**THE STATE OF TEXAS )**  
**COUNTY OF DENTON )**

**KNOW ALL MEN BY THESE PRESENTS 57682**

**All that certain tract, piece or parcel of land, lying and being situated in the County of Denton, State of Texas (the "Easement Tract"), described in EXHIBIT A, attached hereto and made a part hereof for all pertinent purposes.**

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the easement herein granted, unto the said Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this 24<sup>th</sup> day of APRIL, 2000.

Printed Name: ROBERT S. BEALL

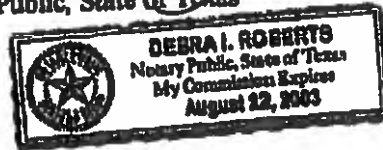
4614 01361

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS )**  
**)**  
**COUNTY OF DENTON    )**

This instrument was acknowledged before me on this the 20th day of April, 2000, by Robert S. Bull

Debra I. Roberts  
Notary Public, State of Texas



**THE STATE OF TEXAS )**  
**)**  
**COUNTY OF DENTON    )**

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

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

March 1, 2000

Parcel 2

Page 1 of 2

Exhibit A; Page 1 of 2 Pages

County: Denton  
Roadway: Lakeside Parkway Phase I  
Project Limits: Gerault Road to DFW Trade Center

**Field Notes for Drainage Basement No. 4, Parcel 2**

Being all that certain lot, tract or parcel of land situated in the J. C. Moffitt Survey, Abstract Number 886, Town of Flower Mound, Denton County, Texas, being part of that certain called 169.1406 acre tract of land described in deed to Robert Beall, recorded in Clerk's File Number 96-R0039941 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a point on the proposed southwesterly right-of-way line of Lakeside Parkway (proposed 120 foot R.O.W.), from which point a 3/4" rebar found at the southeast corner of said Beall tract bears S 46°59'02" E, 710.57 feet, and S 00°44'28" W, 457.49 feet;

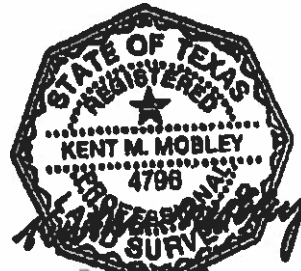
**THENCE** S 43°00'58" W, 100.00 feet;

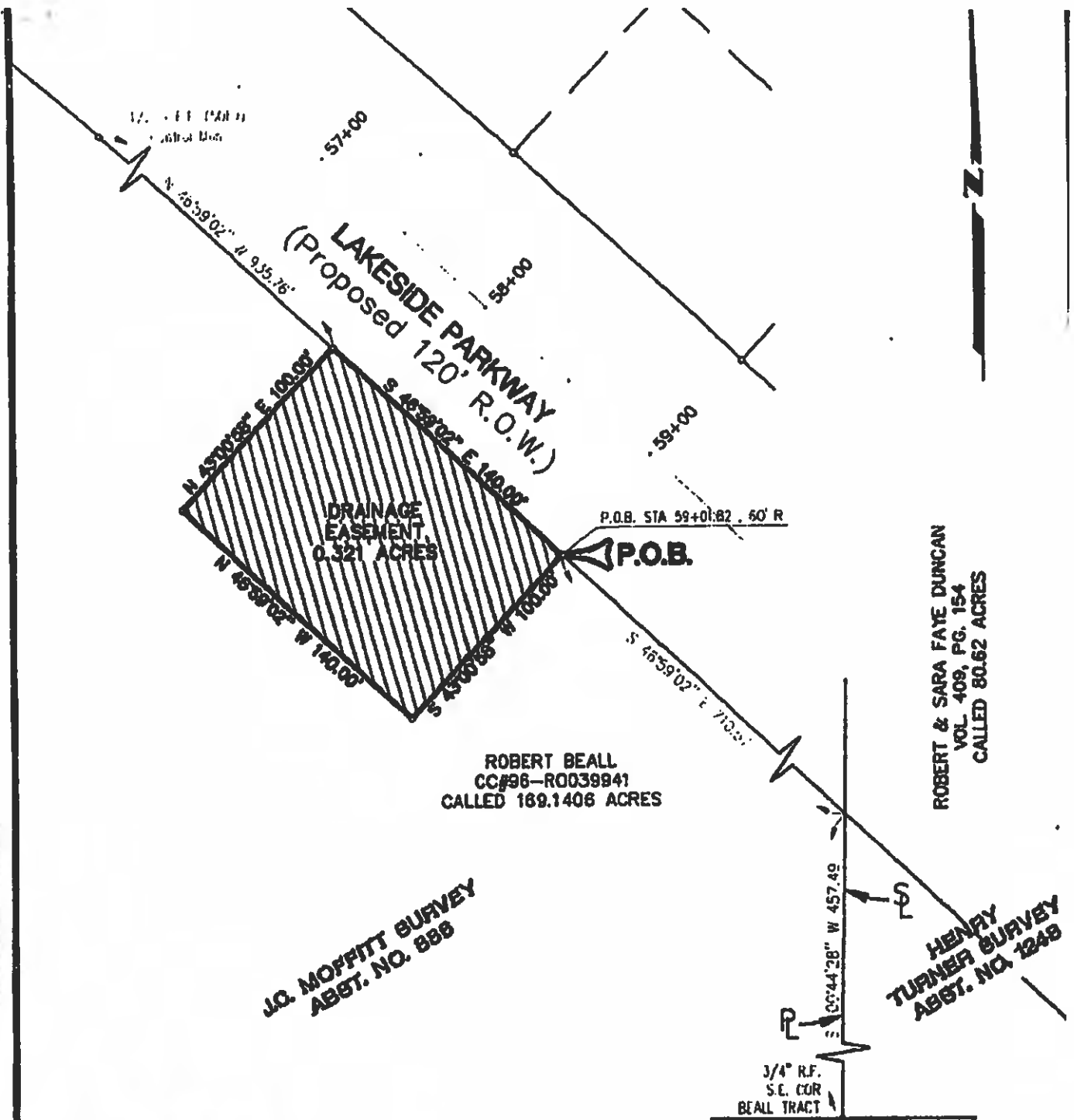
**THENCE** N 46°59'02" W, 140.00 feet;

**THENCE** N 43°00'58" E, 100.00 feet, to a point on the proposed southwesterly right-of-way line of Lakeside Parkway;

**THENCE** S 46°59'02" E, 140.00 feet, along said proposed right-of-way line, to the **POINT OF BEGINNING** and containing approximately 0.321 acres of land.

kmm:97486de4.wpd





3-17-00

**EXHIBIT A**  
for  
**Drainage Easement No. 4**  
**Parcel 2**  
**0.321 Acres**

in the  
**J.C. MOFFITT SURVEY, ABSTRACT NO. 888**  
**TOWN OF FLOWER MOUND**  
**DENTON COUNTY, TEXAS**

**G & A Consultants, Inc.**

4611; 01365

**WATER, SEWER AND UTILITIES EASEMENT****057683**

**THE STATE OF TEXAS    )**  
**)**  
**COUNTY OF DENTON        )**

**KNOW ALL MEN BY THESE PRESENTS:**

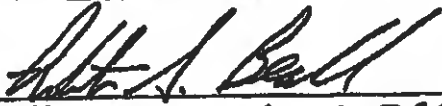
**THAT** Robert Beall, of the County of Denton, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, to Grantor in hand paid by the Town of Flower Mound, Texas, hereinafter referred to as Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained, has this day **GRANTED, SOLD AND CONVEYED**, and by these presents does hereby **GRANT, SELL AND CONVEY**, unto Grantee, its successors and assigns, whose address is 2121 Cross Timbers Road, Flower Mound, Texas, an easement for the purposes set forth below, in, under and across the following described property, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Denton, State of Texas (the "Easement Tract"), described in **EXHIBIT A**, attached hereto and made a part hereof for all pertinent purposes.

**TO HAVE AND TO HOLD** the same perpetually to the Grantee and its successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, repair or removal of water, sewer and utilities and related facilities and appurtenances, and making connections therewith; provided, however, that Grantor reserves the right to enter upon and use the Easement Tract, but in no event shall Grantor (i) use the Easement Tract in any manner which interferes or is inconsistent with the rights granted hereunder, or (ii) erect or install, or permit to be erected erected or installed, a building, permanent improvements or a sprinkler or irrigation system, on any portion of the Easement Tract.

Grantor does hereby covenant and agree to warrant and forever defend title to the easement herein granted, unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

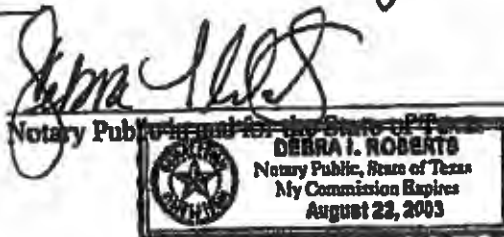
Executed to be effective as of the 24<sup>th</sup> day of APRIL, 2000.

  
 Printed Name: ROBERT S. BEALL

1,614 01366

THE STATE OF TEXAS )  
COUNTY OF DENTON )

This instrument was acknowledged before me on this 24th day of April,  
2000, by Robert S. Beale



THE STATE OF TEXAS )  
COUNTY OF DENTON )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2000, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**AFTER RECORDING RETURN TO:**

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

4614 01367

**Exhibit A**  
**FIELD NOTE DESCRIPTION**  
**PROPOSED 25' UTILITY EASEMENT**

**STATE OF TEXAS**  
**COUNTY OF DENTON**

**BEING** a tract of land situated in the J.T. TURNER SURVEY, Abstract No. 1251 and being a portion of a tract of land conveyed to Robert Beall as recorded in C.F. NO. 96-R0039941 of the Deed Records of Denton County, Texas ( DRDCT ) and being more particularly described as follows;

**COMMENCING** at the most southwesterly corner of a tract of land conveyed to Robert & Sara Duncan as recorded in Volume 409, Page 154 ( DRDCT );

**THENCE** departing the westerly line of said Duncan tract going across country North  $17^{\circ}16'18''$  West a distance of 680.26 feet to the POINT OF BEGINNING, said point being in the proposed southwesterly Right-of-Way line of PROPOSED LAKESIDE PARKWAY ( proposed 120' Right-of-Way );

**THENCE** departing the proposed southwesterly Right-of-Way line of said PROPOSED LAKESIDE PARKWAY South  $42^{\circ}53'11''$  West a distance of 887.32 feet to a point for corner;

**THENCE** South  $89^{\circ}58'35''$  West a distance of 517.40 feet to a point for corner in the easterly line of a tract of land conveyed to Wallcon Equities, LTD as recorded in C.F. No. 97-R0047003 ( DRDCT );

**THENCE** along the easterly line of said Wallcon tract North  $00^{\circ}06'07''$  East a distance of 25.00 feet to a point for corner;

**THENCE** departing the easterly line of said Wallcon tract North  $89^{\circ}58'35''$  East a distance of 506.45 feet to a point for corner;

**THENCE** North  $42^{\circ}53'11''$  East a distance of 876.43 feet to a point for corner in the proposed southwesterly Right-of-Way line of said PROPOSED LAKESIDE PARKWAY;

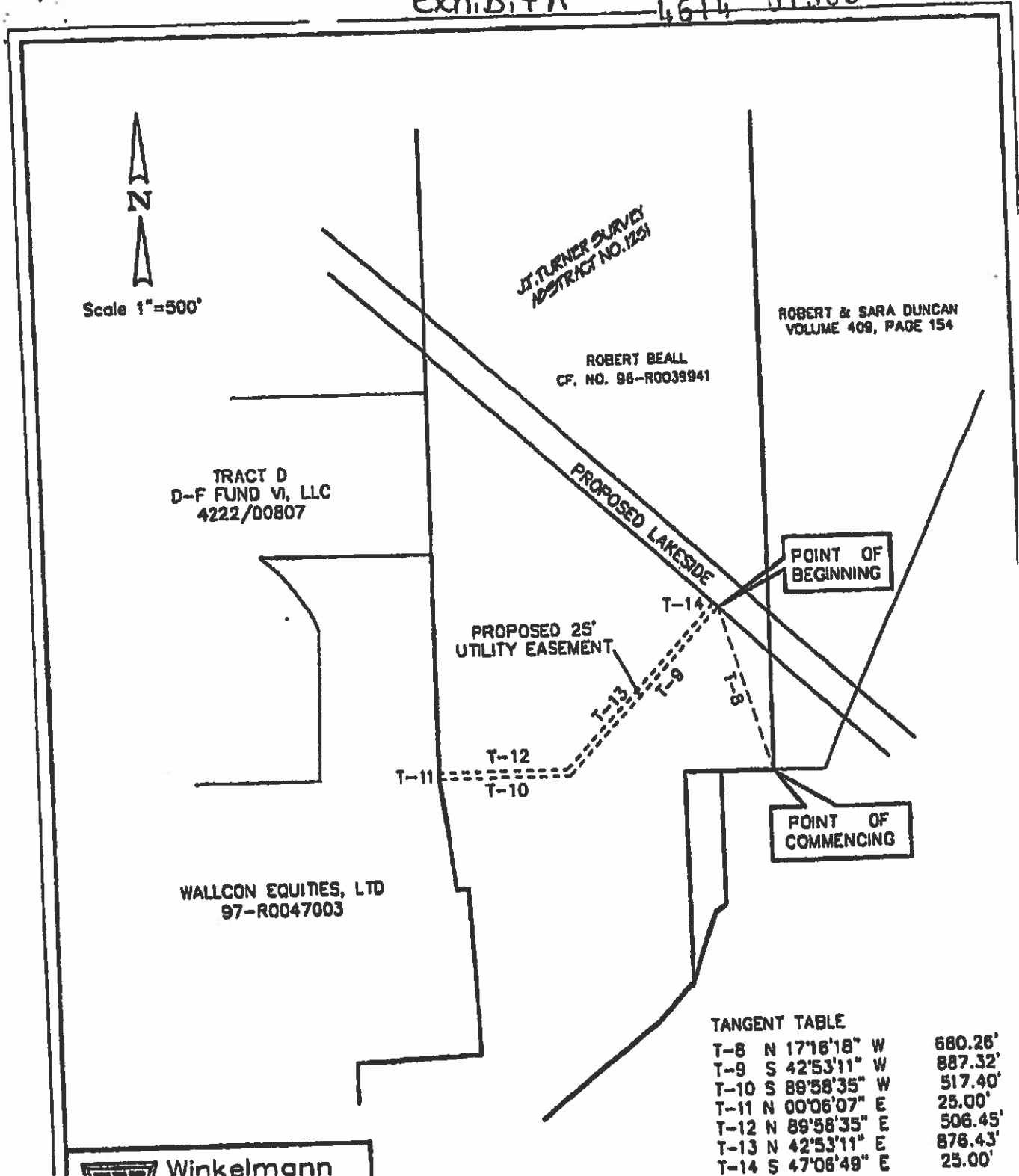
**THENCE** along the proposed southwesterly Right-of-Way line of said PROPOSED LAKESIDE PARKWAY South  $47^{\circ}06'49''$  East a distance of 25.00 feet to the POINT OF BEGINNING;

**CONTAINING** within these metes and bounds 0.800 acres or 34,846 square feet of land more or less.



Exhibit A

4614 01368





## TOWN COUNCIL AGENDA ITEM NO. 13

### CONSENT ITEM

**DATE:** February 15, 2016

**FROM:** Clay Riggs, P.E., C.F.M., Senior Project Engineer

**ITEM:** Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 1171 at FM 2499 East Bound Right Turn Lane project in the amount of \$52,000.00; and authorization for the Mayor to execute same on behalf of the Town.

**BACKGROUND INFORMATION:** The FM 1171 at FM 2499 East Bound Right Turn Lane project will provide a right turn lane for east bound traffic to turn south on FM 2499. The extents are approximately 530' of paving along the south west corner at the intersection of FM 1171 and FM 2499. The project will also include replacement of 8' concrete trail along the extents. The scope of the professional services agreement includes the preparation of design plans, specifications, cost estimating, easement preparation, and contract documents for bidding.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** \$52,000.00

| Proposed Expenditure: | Account Number(s): |
|-----------------------|--------------------|
| \$52,000.00           | 531-220-70624      |

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

**LEGAL REVIEW:** The Town's standard professional services agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this Professional Services Agreement.

#### ATTACHMENTS:

1. Professional Services Agreement

**RECOMMENDATION:** Move to approve the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services for the FM 1171 at FM 2499 East Bound Right Turn Lane project for \$52,000.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §  
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH  
Kimley-Horn and Associates, Inc.**

This contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 2201 West Royal Lane, Suite 275, Irving, Texas 75063.

**RECITALS**

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design, easement preparation, and providing construction documents for the FM 1171 at FM 2499 Eastbound Right Turn Lane Project; and

WHEREAS, CONSULTANT is a is an architectural, engineering, professional planning, urban design, or landscape architecture firm qualified to provide such services qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

**TERMS OF AGREEMENT**

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

**I.**

**Employment of Consultant**

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

## **II.**

### **Scope of Services**

CONSULTANT shall perform such services as are necessary to provide design services for the FM 1171 at FM 2499 Eastbound Right Turn Lane Project, specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

## **III.**

### **Payment for Services**

Total payment for services described herein shall be a sum not to exceed Fifty Two Thousand and No/100 Dollars (\$52,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the

billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

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

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

#### **IV. Revisions of the Scope of Services**

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

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

#### **V. Term**

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

**VI.**  
**Contract Termination Provision**

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

**VII.**  
**Ownership of Documents**

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

**VIII.**  
**Insurance**

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

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

Town of Flower Mound

2121Cross Timbers Road  
Flower Mound, TX 75028  
Fax: 972-874-6478  
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Clay Riggs, Senior Project Engineer  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, Texas 75028  
972-874-6302 Telephone  
972-874-6472 Facsimile

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

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

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

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

## IX.

### **Right to Inspect Records**

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

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to

examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

## X.

### **Successors and Assigns**

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

## XI.

### **CONSULTANT's Liability**

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

## XII.

### **Indemnification**

**CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND**

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

### **XIII.**

#### **Independent Contractor**

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

### **XIV.**

#### **Default**

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

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

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

**XV.  
Provisions Surviving Termination**

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

**XVI.  
Changes**

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

**XVII.  
Conflicts of Interest**

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

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

**XVIII.  
Confidential Information**

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations

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

### **XIX.** **Notice Information**

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

Clay Riggs, Senior Project Engineer  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, Texas 75028  
972-874-6302 Telephone  
972-874-6472 Facsimile

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

L.Nathan Ante  
Kimley-Horn and Associates, Inc  
2201 West Royal Lane, Suite 275  
Irving, Texas 75063-3206  
214-420-5603 Telephone

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

### **XX.**

### **Applicable Law**

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

### **XX. Non-Discrimination**

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

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

### **XXI. Arbitration**

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

### **XXII. No Waiver of Governmental Immunity**

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

### **XX. Severability**

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XXI.**  
**Remedies**

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

**XXII.**  
**Entire Agreement**

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

**XXIII.**  
**Non-Waiver**

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

**XXIV.**  
**Headings**

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

**XXV.**  
**Venue**

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

**XXVI.**  
**No Third Party Beneficiary**

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

*[The remainder of this page is left blank intentionally]*

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

**THE TOWN OF FLOWER MOUND,  
TEXAS**

By: \_\_\_\_\_  
The Honorable Thomas E Hayden  
Mayor, Town of Flower Mound

Date Signed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Secretary

Approved:

\_\_\_\_\_  
Town Attorney

**CONSULTANT:**  
**Kimley-Horn and Associates, Inc.**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

State of Texas                   §

§

County of \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ in his capacity as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of \_\_\_\_\_.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

**PROJECT NAME: FM 1171 at FM 2499 Eastbound Right-Turn Lane and Traffic Signal Design**

#### **PROJECT UNDERSTANDING**

This project consists of the design of an eastbound right-turn lane along FM 1171 at FM 2499, and a separate task for traffic signal design, if necessary.

The following Scope of Professional Services includes Data Collection and Survey, Design (Right-Turn Lane), Bidding Phase Services, and Record Drawings. If required and authorized by the Town, Design (Traffic Signal), ROW/Easement Instruments of Conveyance, and SUE (Level A) may also be performed.

#### **SCOPE OF PROFESSIONAL SERVICES**

##### **TASK 1: Data Collection and Survey**

Gather existing record drawings, including roadway, utility, and traffic signal plans, plats, and improvements associated with the Kroger adjacent to the right-turn lane.

Perform field survey (via a subconsultant) to identify and locate existing topographic elements within the right-turn lane limits (from the western Kroger driveway (including the western Kroger driveway to FM 2499, approximately 600-linear feet and 30-feet in width) including, but not limited to, the following:

- Property pins
- Existing pavement, curbs, sidewalks, and barrier free ramps
- Eastbound lane striping
- Kroger driveway
- Existing storm sewer inlets, manholes, and junction boxes
- Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities (subconsultant will contact Texas 811 to flag existing franchise utilities prior to survey)
- Traffic signal poles, cabinets, and other signal equipment
- Signs (excluding temporary signs)

- Retaining walls
- Fence limits and material types
- Landscaping
- Other applicable physical features that may impact design

Review the final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way and easement information.

Prepare a base map utilizing the survey information and record drawings.

## **TASK 2: DESIGN (RIGHT-TURN LANE)**

### **A. Design**

Conduct kick-off meeting with the Town

Prepare 30% design identifying limits of proposed right-turn lane, typical sections, striping, sidewalk and wall limits, grading limits, impacts to existing utilities, impacts to adjacent property, impacts to existing traffic signal, and right-of-way and easement needs. If required and authorized by the Town, Design (Traffic Signal), ROW/Easement Instruments of Conveyance, and SUE (Level A) may also be performed via separate Tasks.

Upon Town and TxDOT approval of the 30% design, prepare plan and profile sheets of the proposed improvements. Plan sheets will consist of a 22"x34" sheet at a scale of 1"=40' horizontal. Plan set is anticipated to include the following plan sheets:

- Cover
- Sheet Index
- General Notes
- Paving Plan with Typical Sections. Paving Plan will also identify storm drain, sidewalk, and ADA ramps improvements adjacent to the new right-turn lane.
- Wall Improvements. Wall will be limited to 3-ft in height and anticipated to be integral with the sidewalk utilizing applicable Standard Details. Structural design is not included.
- Water Line adjustments (lowering)
- Signing and Marking
- Traffic Control Plan (as required by TxDOT)
- Erosion Control
- Town Standards
- TxDOT Standards

Prepare Construction Specifications and Contract Documents, which include applicable technical specifications. The Town will provide the latest approved front-end documents to use as a template.

Submit to the Town 95% plans, specifications, contract documents, and opinion of probable construction cost for review and comments.

Submit to the franchise utility companies 95% complete plans for review and comment.

Conduct meeting with Town to review 95% plans during monthly progress meetings

Make revisions based on the Town's review of the 95% submittal

Town to submit final plans to TxDOT for review and final permitting.

B. Design Deliverables

Three (3) copies of the 30% Design Roll Plot

Three (3) copies of the 95% Construction Plans

Three (3) copies of the 95% Construction Specifications and Contract Documents

Three (3) copies of the Opinion of Probable Construction Cost

C. Final Design

Make revisions based on the Town's review of the 95% submittal

D. Final Design Deliverables

Five (5) copies of the Final Construction Plans

Five (5) copies of the Final Construction Specifications and Contract Documents

One (1) copy of Reproducible Bidding Documents (Plans)

One (1) copy of Reproducible Bidding Documents (Final Construction Specifications and Contract Documents)

E. Meetings

Kick-off meeting with the Town

Meet with Town to review 30% plans

Meet with Town to review 95% plans

F. Services provided by the Town

Review and comment on 30% and 95% plans, specifications, contract documents, and opinion of probable construction cost

Submit final plans to TxDOT for permitting

**TASK 3: BIDDING PHASE SERVICES**

A. Print and issue seven (7) sets of bidding documents. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon the payment of a non-refundable fee to cover the cost of printing those documents.

B. Issue addenda as required.

C. In this phase, the Consultant will provide the following deliverables:

Notice to Bidders for Advertising by the Town

Addenda as required

Print and deliver to the Town up to seven (7) sets of bid documents

**TASK 4: RECORD DRAWINGS**

A. Record Drawing Preparation

Prepare record drawings from contractor's marks showing changes made during construction. Transfer contractor's marks to digital format. The Consultant will be provided the contractor's revisions and shall not be responsible for verifying their completeness or accuracy.

B. Deliverables

One (1) compact disc containing Record Drawing in digital format (PDF, TIFF, CAD)

C. Services Provided by the Town

Review of contractor's marks for completeness and accuracy

**TASK 5: DESIGN (TRAFFIC SIGNAL), if necessary**

Traffic Signal improvements will be identified at the 30% design milestone. If required and authorized by the Town, design of the Traffic Signal improvements will be performed under this Task. The Traffic Signal improvements will be incorporated into the deliverables identified under Task 2. The following plan sheets will be incorporated into the plan set:

- Traffic Signal Layout
- Summary Charts
- TxDOT Standard Details

**TASK 6: ROW AND EASEMENTS, if necessary**

ROW and Easement needs will be identified at the 30% design milestone. If required and authorized by the Town, preparation of the ROW and Easement Instruments of Conveyance will be performed under this Task (via a subconsultant), \$1,500/each

Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor

**TASK 7: SUE – LEVEL A, if necessary**

Approximate location of utilities will be identified during Tasks 1 and 2. If required and authorized by the Town, perform SUE (Subsurface Utility Engineering) Quality Level "A" to identify existing Town and franchise utility at critical locations within the limits of the construction by exposing specific utilities, \$2,000/each. Non-destructive vacuum excavation equipment may be used to expose the utilities at specific points which will then be field surveyed.

Evaluate the SUE results and provide a summary of potential utility conflicts to the Town.

### **ADDITIONAL SERVICES**

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

- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing presentations to the Town Council.
- TDLR submittal.
- Additional ADA improvements.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional printing for bidding document distribution.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any right-of-way or easement acquisition services.
- Attending public meetings during the project.
- Providing professional services associated with the construction phase of the project.
- Attending a Pre Bid Meeting.
- Preparing a Bid Tabulation or Recommendation Letter.
- Reviewing Contractor's References.
- Any services not listed in the Scope of Services.

**ATTACHMENT B****COMPENSATION**

The Consultant will provide Tasks 1-7 for a lump sum fee:

|                                                |                        |
|------------------------------------------------|------------------------|
| TASK 1 – Data Collection and Survey            | \$10,000               |
| TASK 2 – Design (Right-Turn Lane)              | \$23,000               |
| TASK 3 – Bidding Phase Services                | \$2,000                |
| TASK 4 – Record Drawings                       | \$1,500                |
| TASK 5 – Design (Traffic Signal), if necessary | \$8,500                |
| TASK 6 – ROW and Easements (2 @ \$1,500/each)  | \$3,000                |
| TASK 7 – SUE – Level A (2 @ \$2,000/each)      | \$4,000                |
| <b><u>TOTAL</u></b>                            | <b><u>\$52,000</u></b> |

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



## TOWN COUNCIL AGENDA ITEM NO. 14

### REGULAR ITEM

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**DATE:** February 15, 2016

**FROM:** Bryn Meredith, Town Attorney

**ITEM:** Consider approval of a Resolution protesting the proposed sale by the United States Department of the Interior, Bureau of Land Management of minerals encompassing the Lake Lewisville area for oil and gas development and directing the Town Attorney to submit the protest on behalf of the Town.

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**BACKGROUND INFORMATION:** The Bureau of Land Management (BLM) has initiated the process of a competitive lease sale to offer available gas lease parcels in Denton County. One specific lease sale area in Denton County includes a section of Lewisville Lake which provides the majority of the Town's drinking water. The lease area includes approximately 258 acres. The bid process may result in an oil and gas developer obtaining the leasing rights to develop the natural gas resources controlled by the federal government.

The lease sale notice and protest period began on January 20, 2016, and goes through February 19, 2016.

Based on information from the BLM, written comments to protest the sale must be received by February 19, 2016.

**CITIZEN FEEDBACK:** As of February 11, 2016, staff has received feedback from two residents to protest the sale.

**ALTERNATIVES/OPTIONS:** The Town may submit a written protest of the lease sale to the BLM.

**LEGAL REVIEW:** Bryn Meredith of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution as to form and legality.

**ATTACHMENTS:**

1. Resolution

**RECOMMENDATION:** Move to approve a Resolution protesting the proposed sale by the United States Department of the Interior, Bureau of Land Management of minerals encompassing the Lake Lewisville area for oil and gas development and directing the Town Attorney to submit the protest on behalf of the Town.

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

**RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, PROTESTING THE INCLUSION OF PARCEL NUMBER NM-201604-043, LOCATED IN DENTON COUNTY, TEXAS AS AVAILABLE FOR COMPETITIVE SALE TO BE USED FOR OIL AND GAS LEASING; DIRECTING THE TOWN ATTORNEY TO SUBMIT THIS PROTEST ON BEHALF OF THE TOWN OF FLOWER MOUND TO THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT; 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 Texas Local Government Code; and,

**WHEREAS**, the US Bureau of Land Management intends to conduct a competitive sale, to be held on April 20, 2016, to auction certain Federal lands located in Denton County, Texas to be used for oil and gas development; and,

**WHEREAS**, pursuant to Title 43 CFR 3120.1-3, the Town of Flower Mound hereby protests the inclusion of parcel number NM-201604-043, composed of 258.90 acres and known as the Lake Lewisville Project, that is listed in the sale notice published by the United States Department of the Interior, Bureau of Land Management; and,

**WHEREAS**, the Town Council of the Town of Flower Mound is an elected body that represents the citizens of the Town whose property rights are greatly affected by the sale of parcel number NM-201604-043 to be use for oil and gas development; and,

**WHEREAS**, Lewisville Lake is located within the 258.90 acres of parcel number NM-201604-043; and,

**WHEREAS**, Lewisville Lake serves as the primary source of the Town's public water supply; and,

**WHEREAS**, the Town Council finds that permitting oil and gas operations on parcel number NM-201604-043 may negatively affect Lewisville Lake and as a result threaten the Town's largest source of water; and,

**WHEREAS**, the Lewisville Dam, which is located within parcel number NM-201604-043, is currently undergoing repairs from devastating May 2015 storms and the Corps of Engineers has identified numerous elements that must be addressed as the repairs are carried out, including certain structural hazards related to the integrity of the Dam; and,

**WHEREAS**, the Town Council finds that oil and gas development may further harm the Lewisville Dam and exacerbate the structural hazards identified by the Corps of Engineers and threaten the health, safety, and general welfare of Town citizens; and,

**WHEREAS**, the timing of the proposed sale belies the current oversupply market for natural gas and the present lack of demand for new operations would result in bids that

RESOLUTION NO. \_\_\_\_

PAGE 2

significantly undervalue this resource and would not be in the long term best interest of the taxpayers; and,

**WHEREAS**, for the foregoing reasons, the Town Council of the Town of Flower Mound hereby protests the inclusion of parcel number NM-201604-043 as available for competitive sale to be used for oil and gas development.

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

**SECTION 1.**

That the Town of Flower Mound, Texas hereby respectfully requests that the Bureau of Land Management withdraw parcel number NM-201604-043, located in Denton County, Texas from the available parcels for competitive lease sale at the April 20, 2016 Oil & Gas Competitive Lease Sale.

**SECTION 2.**

That the Town Attorney is hereby directed to file this protest with the Bureau of Land Management on or before February 18, 2016.

**SECTION 3.**

That this Resolution shall be effective from its date of adoption.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_, ON THIS 15TH DAY OF FEBRUARY, 2016.**

**APPROVED:**

\_\_\_\_\_  
Thomas E. Hayden, MAYOR

**ATTEST:**

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

RESOLUTION NO. \_\_\_\_

PAGE 3

APPROVED AS TO FORM:

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Bryn Meredith, TOWN ATTORNEY



## TOWN COUNCIL AGENDA ITEM NO. 15

### REGULAR ITEM

**DATE:** February 15, 2016

**FROM:** Andy Kancel, Chief of Police

**ITEM:** The first of two Public Hearings to review Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew."

**BACKGROUND INFORMATION:** A review of the Town Ordinance involving the curfew hours for minors has been completed and it has been determined by staff that there are no amendments needed to continue the ordinance that will allow enforcement action to be taken during the stated curfew hours.

Chapter 370, Section 370.002 of the Texas Local Government Code requires the governing body to abolish, continue or modify the ordinance every three years.

After reviewing all available information regarding crimes, juvenile involvement and curfew violations, it is recommended that no changes to the Code be made.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**Proposed Expenditure:**

**Account Number(s):**

**Finance Review by:** N/A

**LEGAL REVIEW:** Taylor, Olson, Adkins, Sralla & Elam, L.L.P, will prepare an Ordinance for Council action at the next regularly scheduled Town Council meeting.

#### **ATTACHMENTS:**

1. [Link to current minor curfew Ordinance](#)

**RECOMMENDATION:** No Council action is required at this time. Council action will be considered following the second public hearing scheduled for March 21, 2016.

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

**AN ORDINANCE CONTINUING THE TOWN'S JUVENILE CURFEW REGULATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Flower Mound, Texas is a home rule city 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 previously adopted juvenile curfew regulations, codified in Chapter 50, Article III, Division 2 of the Flower Mound Code; and

**WHEREAS**, Section 370.002 of the Texas Local Government Code requires the Town to review the curfew ordinance and hold public hearings every three years; and

**WHEREAS**, the Town Council has reviewed these juvenile curfew regulations and their effects on the community and on problems the ordinance was intended to remedy; and

**WHEREAS**, the Town Council conducted public hearings on February 15, 2016, and March 21, 2016, on the need to continue the ordinance; and

**WHEREAS**, the Town Council has determined that the ordinance is effective in addressing the problems it was intended to remedy.

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

**SECTION 1.**

The juvenile curfew regulations of the Town of Flower Mound, are hereby continued as is with no changes.

**SECTION 2.**

This ordinance shall be cumulative of all provisions of ordinances of the Town of Flower Mound, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Ord. No. \_\_\_\_\_

### **SECTION 3.**

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

### **SECTION 4.**

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption of this Ordinance 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 5.**

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF \_\_\_ TO \_\_\_, ON THIS THE 21ST DAY OF MARCH, 2016.**

**APPROVED:**

\_\_\_\_\_  
**Thomas E. Hayden, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Theresa Scott, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Bryn Meredith, Town Attorney**



## TOWN COUNCIL AGENDA ITEM NO. 16

### REGULAR ITEM

**DATE:** February 15, 2016

**FROM:** Theresa Scott, Town Secretary

**ITEM:** Public Hearing to consider approval of an ordinance of the Town of Flower Mound, Texas calling for a special election to be held on May 7, 2016, for the purpose of submitting Charter amendments to the voters.

**BACKGROUND INFORMATION:** On January 21, 2016, there was Town Council consensus to bring forward an agenda item for discussion about possible Charter amendments. On February 1, 2016, Town staff brought forward two possible clean-up Charter amendments as follows:

1. The reference to the the Park, Arts, and Library Services Board (PALS) (Charter Section 8.04), and the potential for confusion with the new Cultural Arts Commission (CAC). When the CAC was created in 2014, the functions of arts and library services shifted from the PALS Board to CAC. It was decided at that time to not initiate an Ordinance to change the PALS Board name, or functions, because of the PALS Board name being reference in the Charter. If approved by the voters at the May 7, 2016, election, this amendment would change the PALS Board to the Park Board, with a subsequent Ordinance to revise the powers and duties to reflect a removal of the library and arts functions of that board.
2. The Town Charter currently states that "if a Town employee shall announce candidacy or become a candidate for election to any public office, he shall immediately forfeit employment held under the Town" (Section 5.04). This prohibition was preempted by the Legislature in 2013, and reads as follows:

#### SUBCHAPTER C. EMPLOYEES AS CANDIDATES FOR OFFICE

Sec. 150.041. PROHIBITED MUNICIPAL ACTIONS. (a) In this section, "candidate" has the meaning assigned by Section 251.001(1), Election Code.

(b) A municipality may not prohibit a municipal employee from becoming a candidate for public office.

(c) A municipality may not take disciplinary action against a municipal employee, including terminating the employment of the employee, solely because the employee becomes a candidate for public office. However, the employee is still expected to fulfill all the duties and responsibilities associated with their municipal employment.

There were no proposed Charter amendments presented by Town Council.

The Flower Mound Home Rule Charter was originally adopted on November 3, 1981. It has subsequently been amended five times – April, 1985; May, 1989; May, 2004; May, 2007; and May, 2012.

A regular review of the Town Charter is required every five years. The Town Council has the option to appoint a Charter Review Commission, or initiate proposed amendments.

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

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:** While there is not an additional cost for adding ballot language to the May 7, 2016, ballot, there is a required secondary newspaper publication cost (LGC 9.004 (c) (3), as well as a need for Spanish translation services, totaling approximately \$1,200.

| <b>Proposed Expenditure:</b>               | <b>Account Number(s):</b> |
|--------------------------------------------|---------------------------|
| \$ 1,000 (secondary newspaper publication) | 100-610-10300-5110        |
| \$ 200 (Spanish translation)               |                           |

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

*DW*

**LEGAL REVIEW:** Betsy Elam with Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution as to form and legality.

**ATTACHMENTS:**

1. Link to [Town Charter](#)
2. Resolution No. 19-14 (Cultural Arts Commission creation)
3. Ordinance No. 48-14
4. Draft Ordinance

**RECOMMENDATION:** Move to approve of an ordinance of the Town of Flower Mound, Texas calling for a special election to be held on May 7, 2016, for the purpose of submitting Charter amendments to the voters.

**TOWN OF FLOWER MOUND, TEXAS****RESOLUTION NO. 19-14**

**A RESOLUTION AMENDING RESOLUTION NO. 06-10 TO AMEND THE PUBLIC ARTS POLICY TO CHANGE THE NAME OF THE PUBLIC ARTS COMMITTEE TO CULTURAL ARTS COMMISSION; EXPAND THE MEMBERSHIP TO SIX MEMBERS AND REVISE THE DUTIES OF THE CULTURAL ARTS COMMISSION; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Flower Mound previously adopted Resolution No. 06-10 that adopted a Public Arts Policy which included the creation of a Public Arts Committee; and,

**WHEREAS**, the Public Arts Committee is currently comprised of three members and provides recommendations to the Parks, Arts, and Libraries Services Board and the Town Council; and,

**WHEREAS**, the Town Council desires to expand the membership of the Public Arts Committee to six members; and,

**WHEREAS**, the Town Council further desires that the Public Arts Committee's name shall be changed to "Cultural Arts Commission" which shall provide recommendations directly to the Town Council.

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

**SECTION 1**

The "Definitions" section of the Public Arts Policy is hereby amended to amend the definition of "Public Arts Committee" to read as follows:

- Cultural Arts Commission – a committee appointed by the Town Council that makes recommendations to the Town Council and Town staff in policy matters regarding arts and library goals, objectives and programs.

**SECTION 2**

The "Public Arts Committee" section of the Public Arts Policy is hereby amended to read as follows:

**Cultural Arts Commission*****Commission Membership***

- The Town Council will appoint members to serve on the Cultural Arts Commission.
- The Cultural Arts Commission will consist of six (6) members appointed by a majority vote of the Town Council in accordance with established procedures and designated as places number one through six.

Resolution No. 19-14

- At the first scheduled meeting in October of each year, or as soon thereafter as practicable, the first item of business shall be the selection of the commissions' chairperson and vice-chairperson from among the membership of the commission. The chairperson shall preside over meetings and shall vote only in case of a tie. The vice-chairperson shall assist the chairperson in directing the affairs of the commission. In the absence of the chairperson, the vice-chairperson shall assume the duties of the chairperson. The vice-chairperson, when acting as chairperson, shall retain the right to vote. In the event of the absence of both the chairperson and vice-chairperson, any member of the commission may be selected as the acting chairperson for that particular meeting by a majority vote of the members present. Any commission member acting as chairperson shall retain the right to vote.
- Each member of the commission shall be a resident citizen and qualified voter of the Town at the time of his appointment. A member who ceases to reside in the Town during his term of office shall immediately forfeit his office.
- Other qualifications for membership shall be a genuine interest in library services and programs, cultural arts, the community, the ability to work with the public, and time to devote to this service.
- Members will serve for a term of two years. Places one, three, and five shall be appointed to two-year terms ending on September 30 in odd-numbered years. Places two, four, and six shall be appointed to two-year terms ending on September 30 in even-numbered years. Terms of service will begin on October 1<sup>st</sup> unless the appointment is to fill an unexpired term.
- Members of the commission serve at the will and pleasure of the Town Council and may be removed from the commission before their terms expire.
- Any members of the Cultural Arts Commission wanting to submit art for consideration by the commission will need to resign from the commission before submitting art for consideration.
- Members shall serve without compensation.

***Commission Responsibilities***

- Meetings of the Cultural Arts Commission will be held as needed to accomplish the goals of the commission.
- The Cultural Arts Commission will advise the Town Council and Town staff regarding policies, services and programs, including but not limited to, cultural arts programs, art in public places, library programs, and library collection development and fines.

Resolution No. 19-14

- The Cultural Arts Commission will review and make a final determination of any request for reconsideration for the removal of library materials.
- The Cultural Arts Commission will guide the vision for public art in the Town of Flower Mound, maintain a roster of artists, solicit and recommend to the Town Council art for both permanent and temporary displays in the Town of Flower Mound.
- The Cultural Arts Commission will be responsible for identifying and securing funding for the purchase of art work or for the installation of donated art work.
- The Cultural Arts Commission will have those other responsibilities as outlined in the Public Arts Policy or as assigned by the Town Council.
- The recording of minutes of all commission meetings shall be the responsibility of the town staff.

**SECTION 3**

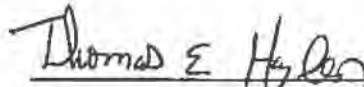
- All other references to the "Public Arts Committee" within the Public Arts Policy shall be changed to "Cultural Arts Commission." The remainder of the Public Arts Policy shall remain unchanged, with the exception of the creation of ad hoc members given the size of the committee has increased, and all revisions are incorporated and attached hereto as Exhibit A.

**SECTION 4**

This Resolution shall become effective on and after its date of adoption.

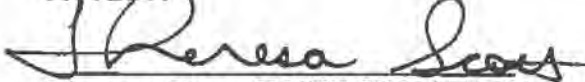
**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 1<sup>st</sup> DAY OF DECEMBER, 2014.**

**APPROVED:**



**Thomas E. Hayden, MAYOR**

**ATTEST:**



**Theresa Scott, TOWN SECRETARY**

**APPROVED AS TO FORM:**

  
**Bryn Meredith, TOWN ATTORNEY**

## **Exhibit A**

### **Public Arts Policy**

The purpose of the Public Arts Policy is to define the guidelines and process that would encourage the placement of art in public places that will enrich the quality of life for residents and visitors of Flower Mound.

#### **Goals of the Public Arts Program**

- Encourages the selection of art that is accessible to the public and respects the cultural landscape of Flower Mound.
- Encourages the role of public art in enhancing economic development and cultural tourism.
- Encourages the role of public art in the functional design of eligible projects.
- Encourages the exhibition of art in designated facilities for the enjoyment of the public and to heighten awareness and an appreciation for art.

#### **Definitions**

- **Art in public places** - Any visual work of art displayed in Town parks, medians or rights-of-ways, or the interior/exterior of any Town facility.
- **Art/Artwork** – Includes, but is not limited to, a sculpture, monument, mural, painting, fountain, or stained glass. Works of art would not normally include landscaping, paving, architectural ornamentation, or signs.
- **Artist** - A practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and recognized ability who produces art work.
- **Deaccessioning** – The removal, relocation, selling, auctioning, or trading of artworks owned by the Town.
- **Donations (and Gifts)** - Art donated to the Town from a private individual or institution and/or other outside sources.
- **Loan** - Works of art provided to the Town to display for a predetermined period of time and to be returned to the owner after the loan period has expired.
- **PALS Board** – Parks, Arts and Library Services Board.
- **Cultural Arts Commission** – a commission appointed by the Town Council that makes recommendations to the Town Council and Town staff in policy matters regarding arts and library goals, objectives and programs.
- **Public Art Collection** - Consists of all Town-owned or controlled fine works of art.

**RESOLUTION NO. 19-14**  
Public Arts Policy

**PAGE 2**

**Cultural Arts Commission**

- The Town Council will appoint members to serve on the Cultural Arts Commission.
- The Cultural Arts Commission will consist of six (6) members appointed by a majority vote of the Town Council in accordance with established procedures and designated as places number one through six.
- At the first scheduled meeting in October of each year, or as soon thereafter as practicable, the first item of business shall be the selection of the commissions' chairperson and vice-chairperson from among the membership of the commission. The chairperson shall preside over meetings and shall vote only in case of a tie. The vice-chairperson shall assist the chairperson in directing the affairs of the commission. In the absence of the chairperson, the vice-chairperson shall assume the duties of the chairperson. The vice-chairperson, when acting as chairperson, shall retain the right to vote. In the event of the absence of both the chairperson and vice-chairperson, any member of the commission may be selected as the acting chairperson for that particular meeting by a majority vote of the members present. Any commission member acting as chairperson shall retain the right to vote.
- Each member of the commission shall be a resident citizen and qualified voter of the Town at the time of his appointment. A member who ceases to reside in the Town during his term of office shall immediately forfeit his office.
- Other qualifications for membership shall be a genuine interest in library services and programs, cultural arts, the community, the ability to work with the public, and time to devote to this service.
- Members will serve for a term of two years. Places one, three, and five shall be appointed to two-year terms ending on September 30 in odd-numbered years. Places two, four, and six shall be appointed to two-year terms ending on September 30 in even-numbered years. Terms of service will begin on October 1st unless the appointment is to fill an unexpired term.
- Members of the commission serve at the will and pleasure of the Town Council and may be removed from the commission before their terms expire.
- Any members of the Cultural Arts Commission wanting to submit art for consideration by the commission will need to resign from the commission.
- Members shall serve without compensation.

**Commission Responsibilities (as it relates to the Art Policy)**

- Meetings of the Cultural Arts Commission will be held as needed to accomplish the goals of the commission.

**RESOLUTION NO. 19-14****PAGE 3****Public Arts Policy**

- The Cultural Arts Commission will advise the Town Council and Town staff regarding policies, services and programs, including art in public places.
- The Cultural Arts Commission will guide the vision for public art in the Town of Flower Mound, maintain a roster of artists, solicit and recommend to the Town Council art for both permanent and temporary displays in the Town of Flower Mound.
- The Cultural Arts Commission will be responsible for identifying and securing funding for the purchase of art work or for the installation of donated art work.
- The Cultural Arts Commission will have those other responsibilities as outlined in the Public Arts Policy or as assigned by the Town Council.
- The recording of minutes of all commission meetings shall be the responsibility of the town staff.

**Policy Implementation**

- The Town Council shall have the ultimate authority to review, evaluate, accept, reject, and oversee all phases of the Public Arts Program.
- The Cultural Arts Commission, appointed by the Town Council, will implement the Public Arts Policy.
- The Cultural Arts Commission will develop forms and procedures as necessary to ensure the successful implementation of the Public Arts Program.

**Roster of Artists**

- The Cultural Arts Commission will maintain a roster of area artists to be used to recruit art and as a resource for planning public art displays and public art events.
- The Cultural Arts Commission will approve artists' inclusion on the roster through an application process. Commission decisions may be appealed to the Town Council.
- The roster of artists will be used when soliciting art for public temporary and permanent displays.
- Solicitation of art for public art displays and installations is not limited to the roster of artists maintained by the Cultural Arts Commission.

**Temporary Art Displays**

- The Cultural Arts Commission will maintain a list of suitable locations for temporary art displays.
- Solicitations for potential temporary art displays will be sent to those listed on the roster of artists and will include the application form for temporary displays.

**RESOLUTION NO. 19-14****PAGE 4****Public Arts Policy**

- All requests for a temporary art display must include a completed application form and photos of a representative sample of work to be displayed.
- Art work for temporary displays must be original and the creator must be an affiliate of an art or artist association, art professional, art educator, public, private or college art student, member of the roster of artists, or an invited artist.
- The Cultural Arts Commission will review applications for temporary art displays and will determine the logistics for the display such as location, installation, and length of time for the display.
- The Cultural Arts Commission will then refer the application for a temporary art display to the Town Council for approval.
- A temporary art display agreement and waiver of liability must be signed before any art may be displayed. All insurance related to temporary art displays is the responsibility of the artist.

**Permanent Art Displays**

- The Cultural Arts Commission will maintain a list of suitable locations for permanent art displays.
- The full Commission will develop a vision for the project and create a set of criteria for selection of the permanent display.
- The full Commission will solicit applications through a Request for Proposal process that would meet the vision and criteria for the project.
- The full Commission will review applications and make a recommendation for Town Council approval.
- A formal agreement will then be executed to outline the entire project.
- When an artist and/or art work has been selected and approved by Town Council, the full commission will work with the artist and the location until the project has been completed.

**Art Work Donations or Acquisitions**

- The Cultural Arts Commission will maintain a list of suitable locations for installation of art.
- When a need for art work has been identified and necessary funding for purchase, or for installation of donated art, has been secured, the Cultural Arts Commission will request that the Town release a request for proposal to solicit proposals from artists.
- Donations or acquisitions must come from an artist who is an affiliate of an art or artist association, art professional, art educator, public, private or college art student, member of the roster of artists, or an invited artist.

**RESOLUTION NO. 19-14**  
Public Arts Policy**PAGE 5**

- Donated or acquired art must be original and not manufactured solely for sale.
- The Town Council will consider accepting donated art works based on the following criteria: suitable location available, dimensions, media, suitability for public viewing, security of the art work, well crafted, relevant to the Flower Mound community and the location and its mission.
- The Town reserves the right to reject any part of or all of an art proposal.
- Donors who wish to receive a tax credit for their donation are responsible for getting a valid appraisal of the art work.
- Art accepted by the Town Council shall become property of the Town of Flower Mound and the Town will be responsible for maintenance, security, insurance, and lighting, as needed.
- The Town will be responsible for obtaining a valuation of the art work for insurance and inventory purposes.
- The Town Council may, at their discretion, deaccession Town-owned artworks by selling, trading, donating, removing and storing, returning to the artist, or disposing by other means.

**Applicability of Art**

- This policy applies to all art commissioned by, acquired by, loaned to, or donated to the Town for the purpose of public exhibition or use.
- Art selected or acquired should be compatible with design, location, and character of the site and reflect local tastes, culture, history, and sensibilities.
- Art selected or acquired should preserve and integrate natural features for the project where appropriate and contain appropriate media, materials, textures, colors, and design to the expression of the design concept.
- Art selected or acquired should be designed with consideration of minimum maintenance requirements and maximum resistance to vandalism.

**TOWN OF FLOWER MOUND TEXAS****ORDINANCE NO. 48-14**

**AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY AMENDING CHAPTER 2, ARTICLE III, "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 2, "PARKS, ARTS AND LIBRARY SERVICES (PALS) BOARD;" SECTIONS 2-112 AND 2-113; PROVIDING FOR THE NUMBER OF MEMBERS OF THE BOARD; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Flower Mound is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter adopted November 3, 1981; and,

**WHEREAS**, the Town Council of the Town Flower Mound, Texas, has previously established certain Boards and Commissions that effectuate good government including the Parks, Arts, and Library Services (PALS) Board; and,

**WHEREAS**, the Town Council has determined that the organizational structure of the members of the PALS Board, should be changed in order to best serve the interests of the citizens of Flower Mound; and,

**WHEREAS**, the Town Council has determined that these changes are desirable to provide for the health, safety and welfare of the citizens of the Town of Flower Mound;

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

**SECTION 2**

That Chapter 2, "Administration," Section 2-112 "Organization," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to read as follows:

**"Sec. 2-112. Organization.**

- (a) The PALS Board shall consist of seven regular members appointed by a majority vote of the Town Council in accordance with established procedures.

ORDINANCE NO. ~~48~~ 14 \_\_\_\_\_

- (b) Each member of the board shall be a resident citizen and qualified voter of the town, at the time of his appointment. A member who ceases to reside in the town during his term of office shall immediately forfeit his office.
- (c) Members shall be designated as places number one through seven.
- (d) The term of office of members of the board shall be for two years. Places one, three, five, and seven shall be appointed to two-year terms ending on September 30 in odd-numbered years. Places two, four, and six, shall be appointed to two-year terms ending on September 30 in even-numbered years. Members of the board may be removed before their terms of office expire.
- (e) Other qualifications for membership shall be a genuine interest in parks, library services and programs, cultural arts, programs for seniors, preservation of the town's history, the community, the ability to work with the public, and time to devote to this service.
- (f) Members of the board shall serve without compensation."

### **SECTION 3**

That Chapter 2, "Administration," Section 2-113, "Officers and Procedures," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to read as follows:

#### **"Sec. 2-113. Officers and procedures.**

- (a) At the first scheduled board meeting in October of each year, or as soon thereafter as practicable, the first item of business shall be the selection of the board's chairperson and vice-chairperson from among the membership of the board.
- (b) The chairperson shall preside over meetings and shall vote only in case of a tie. In the event a question over procedures arises, Robert's Rules of Order, Newly Revised, shall prevail.
- (c) The vice-chairperson shall assist the chairperson in directing the affairs of the PALS Board. In the absence of the chairperson, the vice-chairperson shall assume the duties of the chairperson. The vice-chairperson, when acting as chairperson, shall retain the right to vote.
- (d) In the event of the absence of both the chairperson and vice- chairperson, any member of the board may be selected as acting chairperson for that particular meeting by majority vote of the members present. Any board member acting as chairperson shall retain the right to vote. No member shall be required to act as chairperson if the member so declines.
- (e) The recording of minutes of all board meetings shall be the responsibility of town staff.

ORDINANCE NO. 48- 14 \_\_\_\_\_

- (f) A majority of the board, four members, shall constitute a quorum to do business and the affirmative vote of the majority of those attending shall be necessary to pass any motion.
- (g) The board shall establish rules and procedures that govern its operation.
- (h) All voting shall be by roll call."

#### **SECTION 4**

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

#### **SECTION 5**

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

#### **SECTION 6**

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 7**

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF 5 TO 0 THIS THE 18th DAY OF AUGUST, 2014.

APPROVED:

  
Thomas E. Hayden, MAYOR

ORDINANCE NO. <sup>48</sup> - 14 \_\_\_\_\_

Attachment 3  
PAGE 4

**ATTEST:**



Theresa M. Scott, TOWN SECRETARY

**APPROVED AS TO FORM AND LEGALITY:**

  
Bryn Meredith, TOWN ATTORNEY

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

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING A SPECIAL ELECTION TO BE HELD ON MAY 7, 2016, FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VOTERS; PROVIDING AN ESTIMATE OF ANTICIPATED FISCAL IMPACT; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Flower Mound, Texas, is a home rule city 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**, it is the desire of the Town Council to call a special election to submit proposed amendments to the Town Charter to the voters in accordance with Section 9.004 of the Local Government Code; and,

**WHEREAS**, Section 9.004(b) of the Local Government Code requires the election to be held on a uniform election date; and,

**WHEREAS**, Section 41.001 of the Election Code establishes the first Saturday in May as a uniform election date, and the Town Council has determined that date sufficient in time to comply with the requirements of the law;

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

**SECTION 1  
CHARTER AMENDMENT ELECTION CALLED**

The Town Council does hereby, on its own motion, order a special election to submit to the voters of the Town of Flower Mound proposed amendments to the Town Charter. The proposed amendments to the Town Charter are set forth in Exhibit "A" attached to this ordinance and incorporated herein for all purposes and are hereby approved by the Town Council for submission to the voters. The election shall be conducted according to the laws of the State of Texas, and shall be held on Saturday, May 7, 2016, from 7:00 a.m. to 7:00 p.m.

**SECTION 2  
BALLOT**

The official ballots for the election shall be prepared in accordance with the Election Code so as to permit the electors to vote "Yes" or "No" on the propositions, with the ballots to contain such provisions, markings, and language as required by law, and with the propositions to be expressed substantially as set forth as follows:

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

**Proposition 1**

Shall Section 5.04 of the Flower Mound Home Rule Charter be amended to comply with state law by deleting the requirement that an employee forfeits his employment with the Town if he becomes a candidate for any public office?

**Proposition 2**

Shall Section 8.04 of the Flower Mound Home Rule Charter be amended to rename the Parks, Arts and Library Services Board the "Parks Services Board?"

**SECTION 3  
POLLING PLACES**

Voting shall be conducted on Election Day between the hours of 7:00 a.m. and 7:00 p.m. at the following voting places:

**Election Day Polling Location**

|                |                                                                                                     |
|----------------|-----------------------------------------------------------------------------------------------------|
| Denton County  | Flower Mound Municipal Court and Police Building<br>4150 Kirkpatrick Lane<br>Flower Mound, TX 75028 |
|                | Flower Mound Public Library<br>3030 Broadmoor Lane<br>Flower Mound, TX 75022                        |
| Tarrant County | REC of Grapevine<br>1175 Municipal Way<br>Grapevine, TX 76051                                       |

**SECTION 4  
EARLY VOTING**

- (a) **EARLY VOTING - DENTON COUNTY:** Lannie Noble is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Agreement.

Early Voting by personal appearance shall be conducted beginning on April 25, 2016 through April 30, 2016, and continuing May 2, 2016, through May 3, 2016, at the Flower Mound Municipal Court Building, 4150 Kirkpatrick Ln., Flower Mound, Texas or at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A101, Denton, Texas on the following days and times:

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

| Date                                 | Time                  |
|--------------------------------------|-----------------------|
| April 25 – April 29(Monday – Friday) | 8:00 a.m. – 5:00 p.m. |
| April 30 (Saturday)                  | 8:00 a.m. – 5:00 p.m. |
| May 2 - 3 (Monday – Tuesday)         | 7:00 a.m. – 7:00 p.m. |

Additional early voting will be conducted at locations throughout Denton County as established by the Denton County Joint Election Agreement. If there is any discrepancy between this resolution and the Agreement as to early voting locations or times, the Agreement shall control.

- (b) **EARLY VOTING - TARRANT COUNTY:** Frank Phillips is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement.

Early Voting by personal appearance shall be conducted beginning on April 25, 2016, and continuing through May 2, 2016, at the REC of Grapevine, 1175 Municipal Way, Grapevine, Texas or at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas 76111 on the following days and times:

| Date                              | Time                   |
|-----------------------------------|------------------------|
| April 25 – 29 (Monday – Thursday) | 8:00 a.m. – 5:00 p.m.  |
| April 30 (Saturday)               | 7:00 a.m. – 7:00 p.m.  |
| May 1 (Sunday)                    | 11:00 a.m. – 4:00 p.m. |
| May 2 (Monday)                    | 7:00 a.m. – 7:00 p.m.  |
| May 3 (Tuesday)                   | 7:00 a.m. – 7:00 p.m.  |

Additional early voting will be conducted at locations throughout Tarrant County as established by the Tarrant County Joint Election Agreement. If there is any discrepancy between this resolution and the Agreement as to early voting locations or times, the Agreement shall control.

- (c) **VOTING BY MAIL – DENTON AND TARRANT COUNTY:** Applications for early voting by mail may be delivered to:

| Denton County                                                           | Tarrant County                                                                          |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Lannie Noble, Early Voting Clerk<br>P.O. Box 1720<br>Denton Texas 76202 | Frank Phillips<br>Early Voting Clerk, P.O. Box 961011,<br>Fort Worth, Texas, 76161-0011 |

not later than 12 noon or the close of business., whichever is later, on April 22, 2016.

Applications for voting by mail for Denton County can be emailed to [elections@dentoncounty.com](mailto:elections@dentoncounty.com)

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

Applications for voting by mail for Tarrant County can be emailed to  
[votebymail@tarrantcount.com](mailto:votebymail@tarrantcount.com)

The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

## **SECTION 5 ELECTION PROCEDURES**

Procedures for this special election shall be established by Resolution No.03-16 calling the general and special election for Mayor and Council Members.

## **SECTION 6 FISCAL IMPACT**

If the charter amendments in this ordinance are approved at the election, it is estimated that there will be no fiscal impact on the Town.

## **SECTION 7 SEVERABILITY CLAUSE**

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

## **SECTION 8 NOTICE**

(a) A copy of this ordinance shall be posted not later than the 21<sup>st</sup> day before the election on the bulletin board used for posting notices of meetings of the Town Council. Notice of the election, including a Spanish translation thereof, shall be published at least once, not earlier than the 30<sup>th</sup> day nor later than the 10<sup>th</sup> day before the election in a newspaper of general circulation in the Town of Flower Mound.

(b) Additionally, in accordance with Section 9.004(c) of the Local Government Code, notice of the election shall be published in a newspaper of general circulation in Flower Mound on the same day, in each of two consecutive weeks, with the first publication occurring before the 14<sup>th</sup> day before the Election Day. The notice shall contain a substantial copy of the proposed amendments and shall include an estimate of the anticipated fiscal impact to the Town if the amendments are approved.

## **SECTION 9 EFFECTIVE DATE**

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

This Ordinance shall be in full force and effect from and after approval.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF  
FLOWER MOUND, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 15<sup>th</sup> DAY OF  
FEBRUARY, 2016.**

**APPROVED:**

\_\_\_\_\_  
**Thomas E. Hayden, MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Bryn Meredith, TOWN ATTORNEY**

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

**EXHIBIT "A"****Proposed Charter Amendments****§5.04. – Filing for Office.**

Each candidate for an elective office shall meet the qualifications set forth in §3.02.1 of this Charter. If a member of any board appointed by the Council shall announce candidacy or becomes a candidate for election to any Town elected office, he may continue to serve on the board until elected. ~~If a Town employee shall announce candidacy or becomes a candidate for election to any public office, he shall immediately forfeit employment held under the Town.~~

**§8.04. – Parks, ~~Arts, and Library~~ Services Board.**

The Town Council shall at its discretion appoint seven (7) citizens and qualified voters of the Town of Flower Mound, who shall constitute its Parks, ~~Arts and Library~~ Services Board, and who shall serve at the pleasure of the Town Council for such term as may be established by ordinance. The Parks, ~~Arts, and Library~~ Services Board shall perform such duties as the Town Council may direct.



## TOWN COUNCIL AGENDA ITEM NO. 17

### REGULAR ITEM

**DATE:** February 15, 2016

**FROM:** Matthew Woods, Director of Environmental Services

**ITEM:** Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Mi Dia. The property is generally located west of Long Prairie Road and south of West Windsor Drive. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its February 2, 2016, meeting).*

**BACKGROUND INFORMATION:** The Mi Dia development is generally located west of Long Prairie Road and south of West Windsor Drive. The site is approximately 1.613 acres in size and is currently zoned for Office (O) uses within Specific Plan Area 4 (SPA 4). According to the tree survey for the project, the site contains a total of two (2) specimen trees. The applicant is requesting to remove one (1) specimen tree (Tree #19 – 26" pecan) from the site in order to build a restaurant. The specimen tree is located within the Buildable Area and is in good condition.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on the specimen tree's size, 52" of replacement trees, equaling 18 three-inch caliper trees, will be required for the removal of the one (1) specimen tree on this site.

**BOARD REVIEW/CITIZEN FEEDBACK:** This application was considered by the Environmental Conservation Commission (ECC) at its February 2, 2016, meeting. The ECC recommended approval of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

**CITIZEN FEEDBACK:** As of February 3, 2016, staff has not received feedback related to this item.

**ALTERNATIVES/OPTIONS:** The Town Council may approve the requested tree removal permit as recommended by the ECC, may choose to deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. Letter of intent.
2. Specimen tree removal permit application.
3. Photograph of the specimen tree proposed for removal.
4. Project tree survey.

**RECOMMENDATION:** Move to approve the requested permit to remove one (1) specimen tree on property proposed for development as Mi Dia. The property is generally located west of Long Prairie Road and south of West Windsor Drive.



January 14, 2016

Jimmy Hoefert, Environmental Review Analyst  
 Town of Flower Mound  
 1001 Cross Timbers Road, Suite 2330  
 Flower Mound, TX 75028

Reference: Tree Removal Permit Application  
 Mi Dia  
 Lot 1R2A, Block A  
 1.613 Acres in the C. Chacon Survey, Abstract No. 299  
 Flower Mound Denton County, Texas

Dear Mr. Hoefert;

On behalf of the owner/developer on the aforementioned property, we are requesting that (1) specimen tree (as outlined on the attached tree removal exhibit), as defined in the TOFM Tree Preservation Code, be removed. The tree is being requested to be removed due to site and design conditions which thereby mean the subject development cannot reasonably be developed, based on economic and/or practical considerations, without removal of the tree included in the permit application.

#### **TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY**

|                              |         |
|------------------------------|---------|
| Total specimen trees         | 2 Trees |
| Total specimen trees saved   | 1 Tree  |
| Total specimen trees removed | 1 Tree  |

Numerous plans were generated with various renditions of each based on saving the specimen trees as per the owner. Various driveway locations were considered and reviewed with staff. Due to existing conditions with the Town of Flower Mound Senior Center, existing and updated drainage easements, ToFM engineering and fire ordinances, the current site plan was finalized. There was one other alternative, but in working with staff, the alternate driveway would also require the removal of a larger specimen tree. The layout presented takes into account the site grading, existing trees, and town required buffers, parking, and hydrology. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

a division of G&A Consultants, LLC

Within the final site plan landscape drawings, the environmental BMPs (Best Management Practices) to help increase the survivability of the saved trees will include but are not limited to: maximizing the at-grade green space under the drip line of existing trees, limiting tree wells and tree planters to maximum 3' height, when a tree well is necessitated, it shall have drainage devices to carry off the excess water, tree wells and planters shall have installation started within 2 weeks following rough grading completion, any grade cutting within the root zone of any specimen tree shall include professional root pruning, any tree pruning shall be by a licensed arborist, any tree within a tree well shall have aeration pipes in areas of change of grade within the drip lines, any non-permeable paving within the drip lines shall have structural soil for 24" depth under the paving. Further, all aspects of the Town of Flower Mound Tree Preservation Code for tree protection during construction shall be followed.

The following is the specimen tree we are requesting to be removed:

1. Tree #19                      26" caliper Pecan Tree  
This tree is being removed due to existing conditions and site constraints both on this property and the adjoining property.

The mitigation for this tree is 52" which equals (18) 3" caliper trees from the ToFM approved tree mitigation list. Please reference the landscape plan for the location of the mitigation trees.

Thank you for your consideration.

Based on the above data, I respectfully ask that the tree enumerated above be allowed to be removed from the site.

Respectfully submitted,



Ron Stewart, ASLA  
Landscape Architect, TX #791

a division of G&A Consultants, LLC

**Town of Flower Mound**  
Application for:  
**TREE REMOVAL PERMIT**

(Effective for Developments submitted 2/17/00- present)

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

**1. Applicant-** Note: Must be a licensed Landscape Architect or Registered Arborist

Name:

RON STEWART, RLA  
ENVIRONS GROUP

Address:

111 HILLSIDE DR.  
LEWISVILLE, TX 75057

Phone:

(972) 317-0276

Applicant's Legal Interest in the Property:

LANDSCAPE ARCHITECT

**2. Property Owner(s)**

Name(s) OLD TOWN DEVELOPMENT

Address: 2241 VERANDA AVE.

TROPHY CLUB, TX

CONTACT: CHRIS GORDON

**3. Location and Legal Description of Property:**

LOT 1R2A, BLOCK A

1.613 ACRES

C. CHALON SURVEY, ABSTRACT # 299

FLOWER MOUND, TX

page 2 of 3.

**4. Owner's Authorization of Representation**

I, Chris G. Green, owner of 0121M2, the owner of the above described real property, do hereby authorize Chris G. Green to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Vegetation), of the Land Development Code of the Town of Flower Mound, Texas.



Signature of Owner

Given Under My Hand and Seal of Office

This the 3<sup>rd</sup> Day of January, 2016

Notary Public

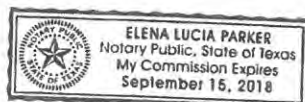
In and For Denton County, Texas.**5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.**

Subject to criminal penalties contained in Chapter 12, Land Development Code of the Town of Flower Mound, Texas, I RON STEWART, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Signature of Applicant

Landscape Architect License No. 791State of Licensure TX

Or ISA Certified Arborist No. \_\_\_\_\_



Given Under My Hand and Seal of Office

This the 14<sup>th</sup> Day of January, 2016

Notary Public

In and For Denton County, Texas

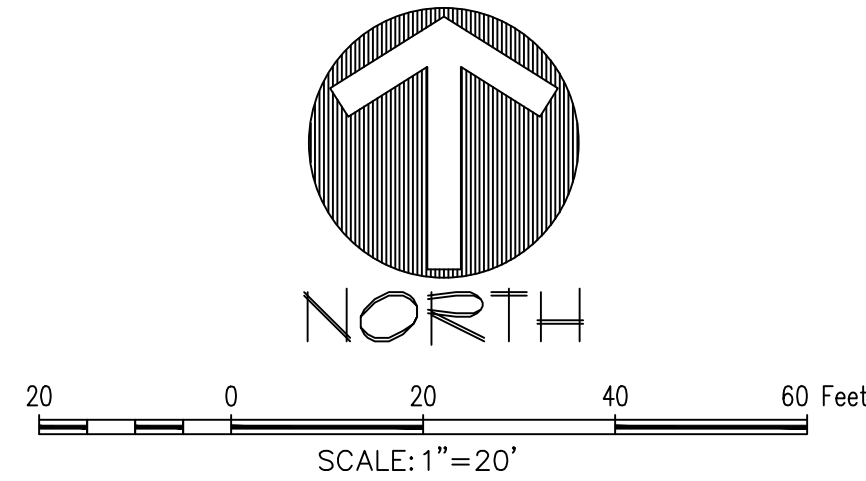
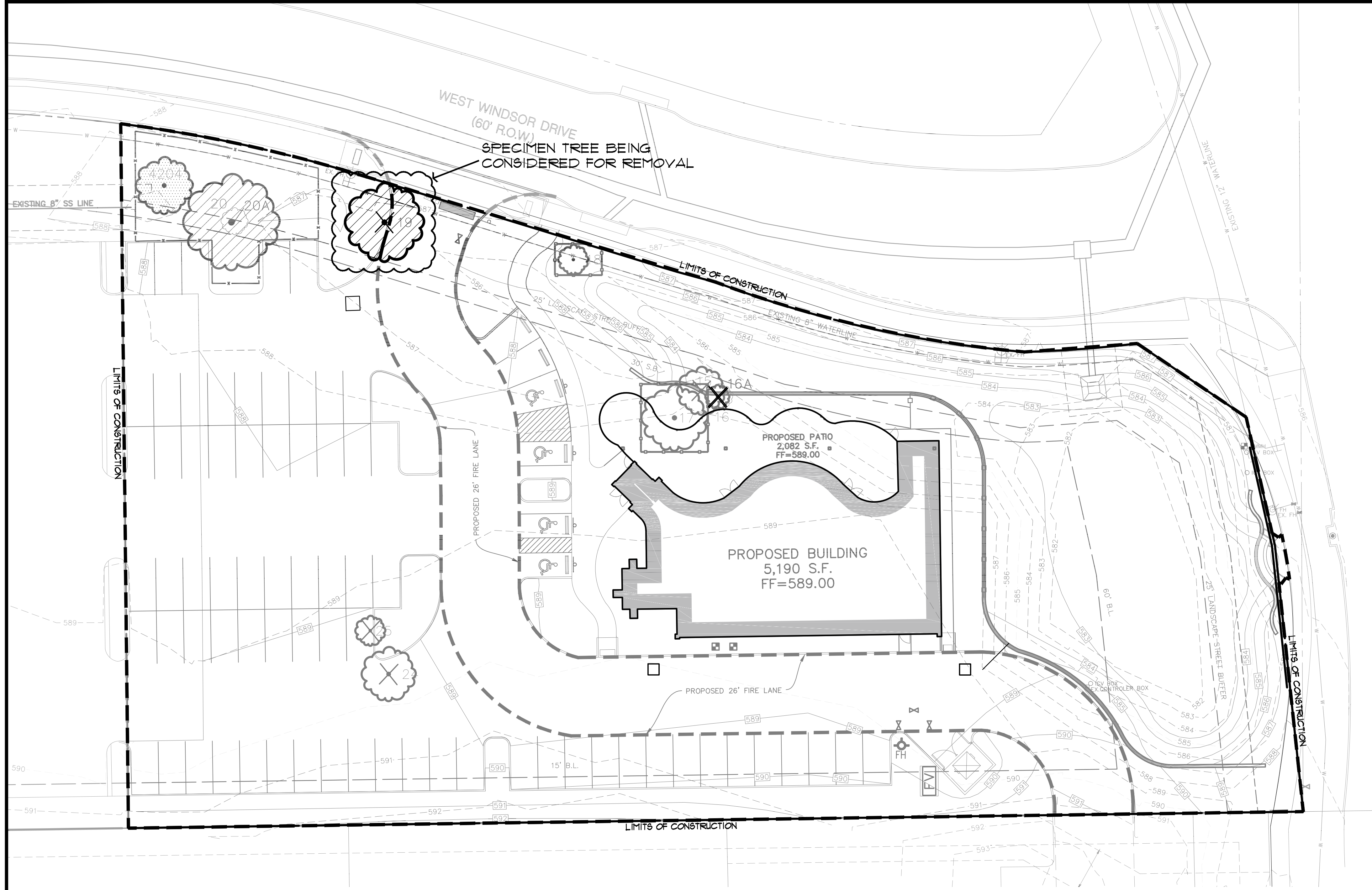
6. Received by Town of Flower Mound on (Date) 1/14/16 by (initials) JRH

# Mi Dia

## Specimen tree proposed for removal

Tree #19 – 26" Pecan





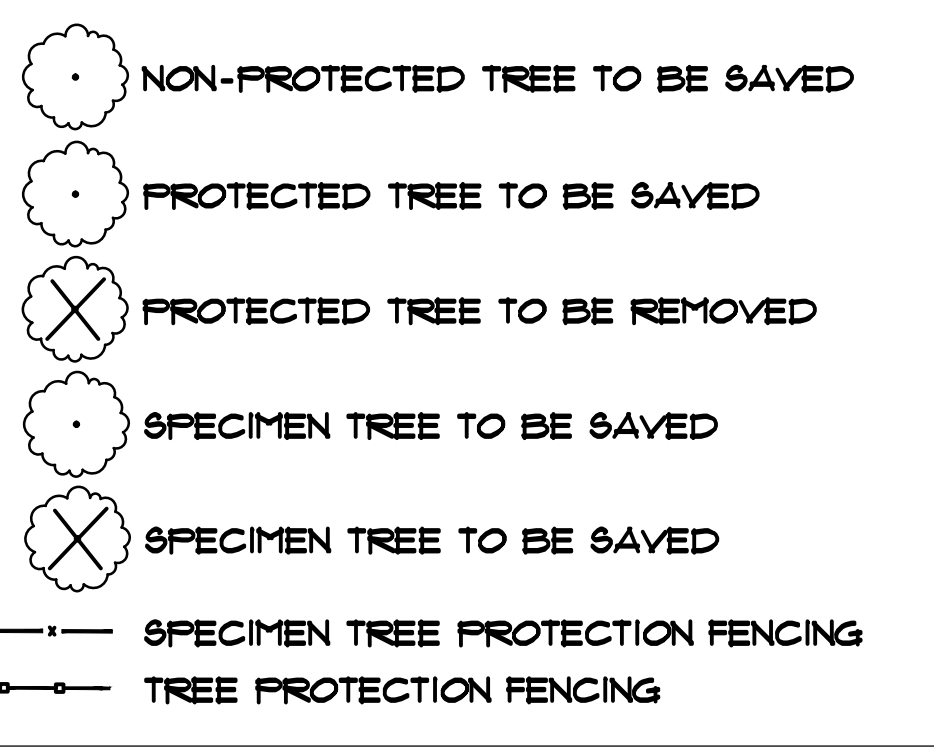
TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
  - 2) Employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
  - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris as derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
  - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
  - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
  - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE - CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an International Society Arboriculture (ISA) Certified Arborist.
  - 2) All trees within the project area shall be pruned to:
    - i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 1/2 inches in diameter.
    - ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
    - iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
    - iv) Reduce end-heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
  - 3) Pruning cuts shall be made in accordance with ANSI Z300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standard. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
  - 4) No more than 20 percent of live foliage shall be removed from any tree.
  - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 6 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
  - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use on site in the tree preservation efforts at the discretion of the Landscape Architect.
  - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
  - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
  - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
  - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees. Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6' "T" stakes and orange web fence material.
  - 2) All trees to be preserved shall have 6 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 6 inch depth.
  - 3) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
  - 4) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trench es "air dug" with Air Spade (registered trademark) or similar technology are the only exceptions. Irrigation line may be routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk; (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
  - 5) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
  - 6) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
  - 7) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.

TREE CHART

| TREE# | TAG # | CALIPER (") | COMMON NAME   | BOTANICAL NAME    | PROTECTED | SPECIMEN | REMOVED | REMARKS                         | CREDITS |
|-------|-------|-------------|---------------|-------------------|-----------|----------|---------|---------------------------------|---------|
| 1     | 15    | 16          | American Elm  | Ulmus americana   | YES       | NO       | YES     | 30% Dead                        | 0       |
| 2     | 16    | 11          | American Elm  | Ulmus americana   | YES       | NO       | YES     | 60% Dead                        | 0       |
| 3     | 16A   | 9           | American Elm  | Ulmus americana   | YES       | NO       | YES     | Intertwined with 16             | 0       |
| 4     | 17    | 18          | American Elm  | Ulmus americana   | YES       | NO       | NO      |                                 | 4       |
| 5     | 18    | 10          | Pecan         | Carya illinoensis | YES       | NO       | NO      |                                 | 2       |
| 6     | 19    | 26          | Pecan         | Carya illinoensis | YES       | YES      | YES     | Tree roots impacted by driveway | 0       |
| 7     | 20    | 32          | Pecan         | Carya illinoensis | YES       | YES      | NO      |                                 | 6       |
| 8     | 20A   | 9           | American Elm  | Ulmus americana   | YES       | NO       | NO      | Growing at #20 base of trunk    | 2       |
| 9     | 24    | 18          | Pecan         | Carya illinoensis | YES       | NO       | YES     | Low Branching Structure         | 0       |
| 10    | 25    | 10          | Pecan         | Carya illinoensis | YES       | NO       | YES     |                                 | 0       |
| 11    | 4204  | 19          | Bradford Pear | Pyrus calleryana  | NO        | NO       | NO      |                                 | 0       |

LEGEND

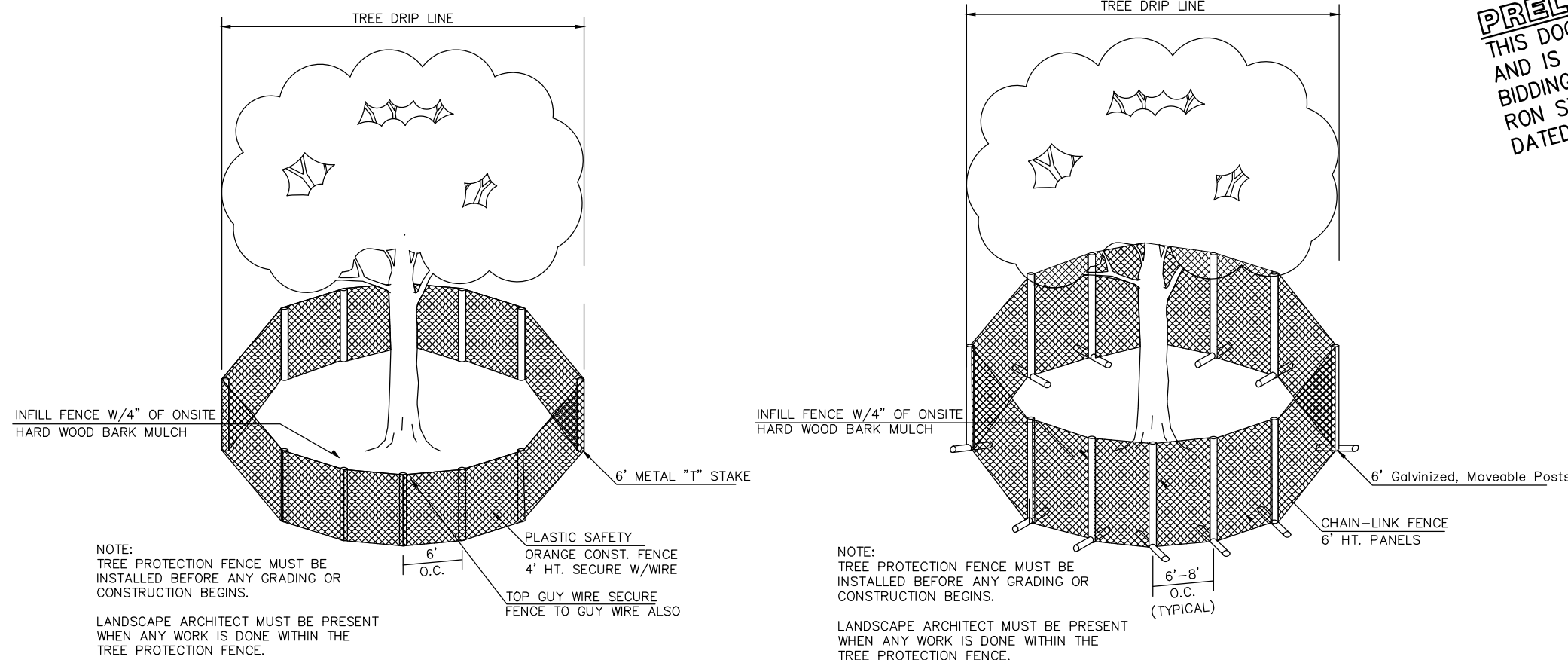


TREE MITIGATION

| TREES IN BUILDABLE AREA             |     |
|-------------------------------------|-----|
| TREE #15- WITHIN DRAINAGE EASEMENT  | =1  |
| TREE #16- WITHIN DRAINAGE EASEMENT  | =1  |
| TREE #16A- WITHIN DRAINAGE EASEMENT | =1  |
| TREE #19- DRIVEWAY/PARKING AREA     | =18 |
| TREE #24- WITHIN PARKING AREA       | =1  |
| TREE #25- WITHIN PARKING AREA       | =1  |

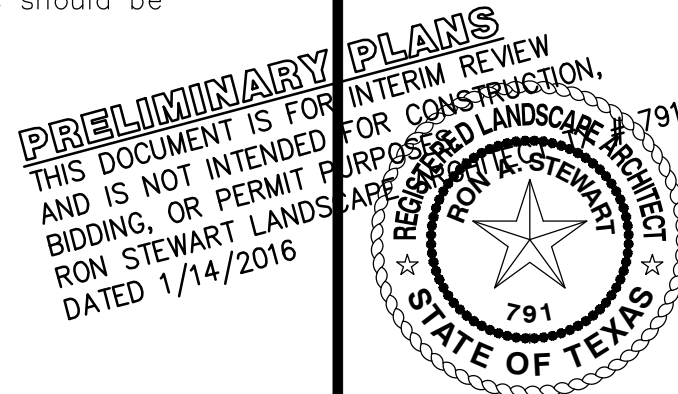
TOTAL TREES FOR MITIGATION =23 TREES

\*NOTE:MITIGATION IS SHOWN ON COMPLIANT LANDSCAPE PLAN (L10)



TREE PROTECTION (Non-Specimen)

TREE PROTECTION (Specimen)



Drawn By: MC  
Date: 12/7/2015  
Scale: 1"=20'  
Revisions:  
1/7/2016

15208A

L2.0

OWNER/DEVELOPER  
OLD TOWN DEVELOPMENT  
2241 VERANDA AVE  
TROPHY CLUB, TX  
Ph. (817) 863-8480  
Contact: CHRIS GORDON

ENVIRONS GROUP  
LANDSCAPE ARCHITECTURE  
a division of G & A Consultants, LLC  
111 Hillside Drive • Lewisville, TX 75067  
P: 972.317.0276 • F: 972.538.9715

MI DIA  
Lot 1R2A, Block A  
WEST WINDSOR ADDITION  
1613 Acres  
in the  
C. CHACON SURVEY, ABSTRACT NO. 289  
FLOWER MOUND  
DENTON COUNTY, TEXAS

TREE SURVEY



## TOWN COUNCIL AGENDA ITEM NO.18 REGULAR ITEM

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**DATE:** February 15, 2016

**FROM:** Chuck Russell, Town Planner

**ITEM:** Consider a request for a Development Plan (DP14-0009 – Hawks Hill) to develop a non-residential subdivision. The property is generally located south of Waketon Road and west of Long Prairie Road. (*The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its February 8, 2016, meeting.*)

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**BACKGROUND INFORMATION:** Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. No changes or new information has been received since that meeting.

**ATTACHMENTS:**

1. Planning and Zoning Commission Staff Report

**DRAFT MOTION:** Move to approve a Development Plan (DP14-0009 – Hawks Hill) to develop a non-residential subdivision.



## PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 7

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**DATE:** February 8, 2016

**FROM:** Chuck Russell, Town Planner

**ITEM:** Consider a request for a Development Plan (DP14-0009 – Hawks Hill) to develop a non-residential subdivision. The property is generally located south of Waketon Road and west of Long Prairie Road.

---

### I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations. Specifically, this application has been reviewed under the SMARTGrowth program and has met all applicable criteria.

This application will require final action by the Town Council.

### II. APPLICATION ANALYSIS

The purpose of the application is to obtain design approval for nine buildable, nonresidential lots. The site contains approximately 18.58 acres of land and the proposed development will include nine buildings containing approximately 93,000 square feet of retail and office uses.

On October 5, 2015, the Town Council approved a rezoning request (ZPD15-0007 – Hawks Hill) from Agricultural District (A) to Planned Development District No. 141 (PD-141) with Retail District-2 (R-2) and Office District (O) uses with certain modifications, exceptions and waivers to the Code of Ordinances (See Attachment A(3)). The link to the October 5, 2015, Town Council meeting is:

<http://flowermoundtx.swagit.com/play/10052015-879/#12>

The applicant has divided the retail and office portions of the site in accordance with the PD-141 designations. The retail portion (Lots 1 through 4) includes potential restaurant sites as well as a proposed 6,000-square-foot convenience store with gasoline sales at the southwest corner of Waketon Road and Long Prairie Road. Office uses are proposed for Lots 5 through 9 on the concept plan. The proposed development will have primary access points from Long

Prairie Road, Waketon Road, the future College Parkway extension, and the future Jacob Lugo Drive.

The convenience store with gasoline sales still requires future approval of a Specific Use Permit (SUP) by the Town Council. The SUP process allows for a more detailed review of the site specific characteristics related to the proposed use by staff, P&Z and Town Council as compared to the conceptual zoning process. An application has been made for this SUP and is currently under review.

The conceptual landscape proposed by the applicant (Attachment B(1)) is in compliance with PD-141 and depicts required perimeter street trees including the Specific Plan Area 5 (SPA 5) standard that Long Prairie Road “should have a landscape treatment of long sweeping curves of plantings that vary between 20’ and 35’ from the maximum ROW line.” Pedestrian linkages are also provided per SPA 5 around the perimeter of the site, as well as internally, including the required eight-foot-wide, multi-use Town trail along the north side of the College Parkway extension. SPA 5 also requires that development be organized around a public open space amenity that can be a public square or other form. The applicant is proposing multiple public open space amenities that are integrated into the development, including at least four areas with seating, shade and landscaping.

The proposed Development Plan is in compliance with the PD-141 standards as well as the standards outlined in SPA 5 of the Master Plan.

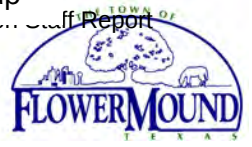
### **III. ATTACHMENTS**

#### **A. Background Information**

1. Vicinity Map
2. Letter of Intent
3. PD-141 Ordinance

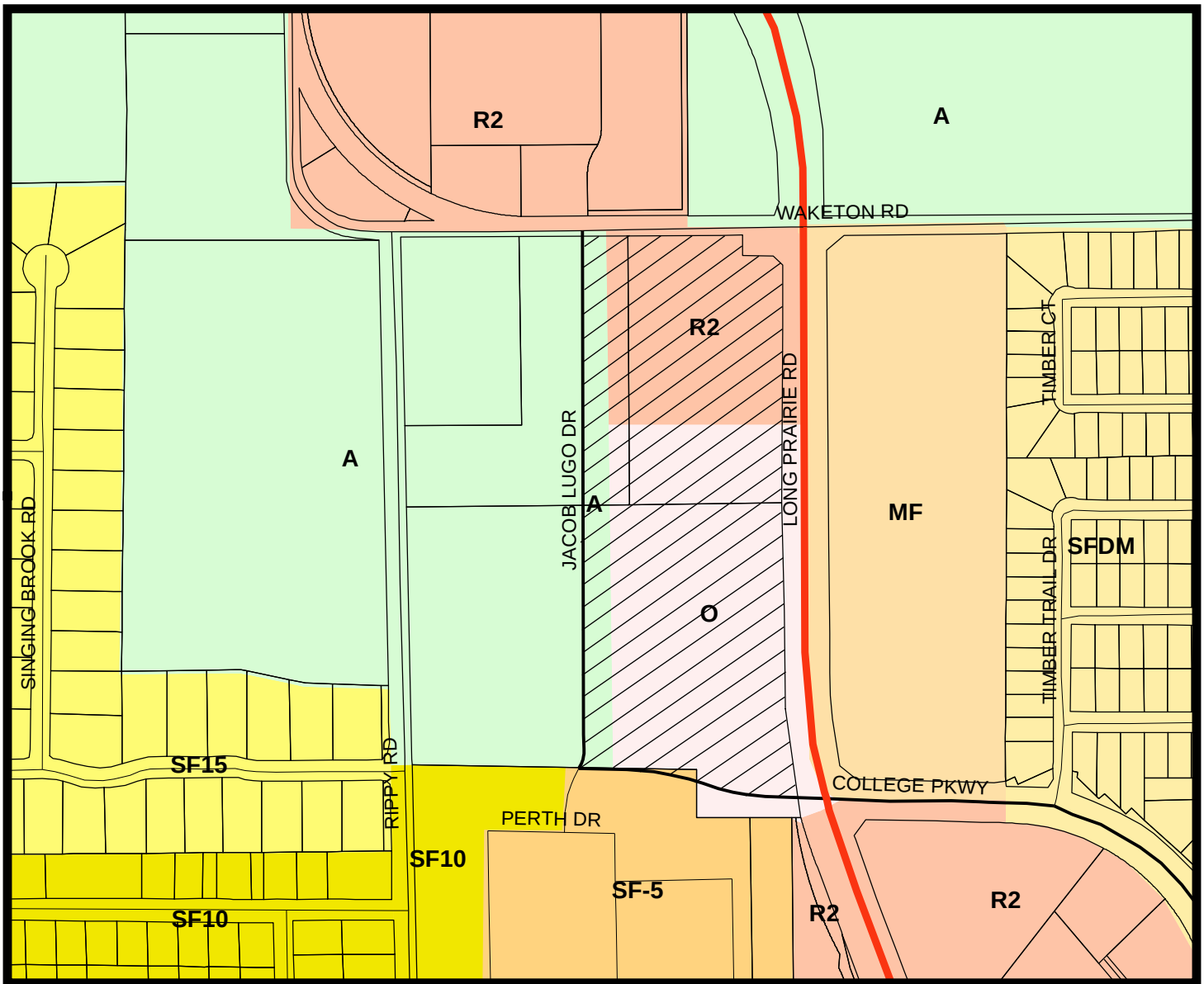
#### **B. Application Details**

1. Development Plan Package



# Vicinity Map

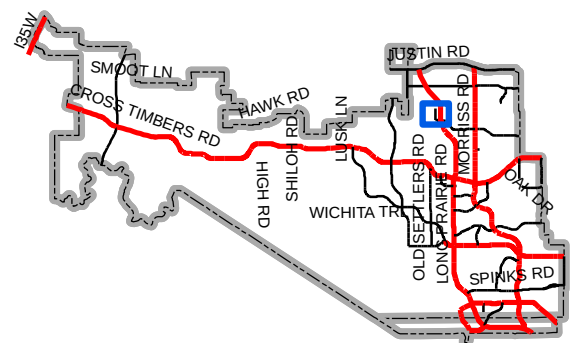
Reference Project: DP14-0009



## LEGEND

|  |                 |  |                  |  |                  |  |                 |
|--|-----------------|--|------------------|--|------------------|--|-----------------|
|  | Agriculture     |  | Single Family 15 |  | Single Family 10 |  | Single Family 5 |
|  | SFDM (obsolete) |  | Retail 2         |  | Office           |  | Multi-Family    |

..... Subject Property



Map Location

**CRANNELL, CRANNELL & MARTIN CORPORATION**  
P.O. Box 295429, Lewisville, TX 75029-5429  
Office: 972-691-6605 Fax: 972-691-6628

**Mr. Chuck Russell, Town Planner**  
**2015**

**December 21,**

**Town of Flower Mound**  
**2121 Cross Timbers Road #2020**  
**Flower Mound, Texas 75028**

**Ref: Letter of Intent for**  
**Hawks Hill Development Plan**  
**FM 2499 at Waketon**  
**Town of Flower Mound, Texas**

Dear Mr. Russell,

Please accept this letter as our letter of intent for the Hawks Hill Development Plan on the property located at the southwest corner of FM 2499 and Waketon Road in the Town of Flower Mound. The property is currently zoned PD-Retail/Office and includes approximately 18.66 acres of land fronting FM 2499 and Waketon Road. The property is zoning PD-141 which includes retail and office uses. Nine total lots are currently shown on the Development Plan. Common areas will be included within the proposed lots as specified by the PD zoning. The Concept Plan for the subject property was recently approved.

The project will be constructed in phases and the purpose of this Development Plan submittal is to prepare the site for immediate development of Phase 1. Phase 1 will include Lot 1 and this lot is proposed to be a convenience store with gas sales. Lot 1 will contain approximately 1.51 acres of land located at the southwest corner of FM 2499 and Waketon Road. Phase 2 will include eight additional lots for retail and office uses. Phase 3 is will be future low density residential but is not included in this Development Plan.

Water and wastewater is currently located adjacent to the site and will be extended through the site. Storm drainage will flow towards the northeast corner, southeast corner and the southwest corner. Detention ponds are shown at these three locations to mitigate storm water increases generated from this development.

Roadway access is available from the existing FM 2499 along our east border and from existing Waketon Road along our north border. The proposed College Parkway is our southern border and is currently under construction by the adjacent property owner. project connecting College Parkway and Waketon Road. College Parkway and Jacob Lugo Drive are on the town's thoroughfare plan.

**Mr. Chuck Russell, Town Planner**  
**Town of Flower Mound**  
**December 21, 2015**  
**Page Two**

Three public access drives are shown connecting onto FM 2499 to serve the project.  
Jacob Lugo Drive is proposed and shown extending north/south along the west side of the

Should you have any questions or comments, please feel free to contact me.

Sincerely,

Jeff D. Crannell, P.E., C.F.M.  
President--Crannell, Crannell & Martin

**TOWN OF FLOWER MOUND, TEXAS**

**ORDINANCE NO. 57-15**

**AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 18.578 ACRES OF LAND SITUATED IN THE JESSE WATKINS SURVEY, ABSTRACT NUMBER A-1341, DENTON COUNTY, TEXAS, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 141 (PD-141) WITH RETAIL DISTRICT-2 (R-2), OFFICE DISTRICT (O) AND AGRICULTURAL DISTRICT (A) USES IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

**WHEREAS**, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 18.578 acres of land situated in the Jesse Watkins Survey, Abstract Number A-1341, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) to Planned Development District No. 141 (PD-141) with Retail District-2 (R-2), Office District (O) and Agricultural District (A) uses; and,

**WHEREAS**, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on September 28, 2015, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on October 5, 2015, with respect to the proposed planned development district as described herein; and,

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

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

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

**ORDINANCE NO. 57-15**

**Page 2**

### **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 to establish a planned development district as shown below:

18.578 acres of land situated in the Jesse Watkins Survey, Abstract Number A-1341, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 141 (PD-141) with Retail District-2 (R-2), Office District (O) and Agricultural District (A) uses.

### **SECTION 2**

The development standards, concept plan, concept landscape plan, and conceptual elevations of the proposed Planned Development District No. 141 (PD-141), attached hereto as Exhibits "B," "C," "D" and "E," each incorporated herein for all purposes, are hereby approved as the development standards, concept plan, concept landscape plan, and conceptual elevations for this Planned Development District No. 141 (PD-141).

### **SECTION 3**

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 141 (PD-141), as set forth above.

### **SECTION 4**

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," "D" and "E" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

### **SECTION 5**

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

### **SECTION 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.

ORDINANCE NO. 57-15

Page 3

**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 of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

**SECTION 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**

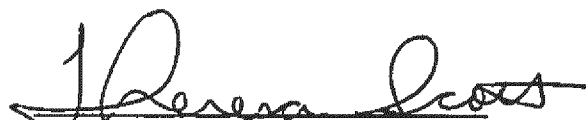
This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF  
FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 5 DAY OF  
OCTOBER, 2015.**

**APPROVED:**

  
Thomas E. Hayden, MAYOR

**ATTEST:**

  
Theresa Scott, TOWN SECRETARY

ORDINANCE NO. 57-15

Page 4

APPROVED AS TO FORM AND LEGALITY:

  
Bryn Meredith, TOWN ATTORNEY

ORDINANCE NO. 57-15

Page 5

**Exhibit "A"**  
**Legal Description**

Being all that certain lot, tract or parcel of land situated in the Jesse Watkins Survey, Abstract Number 1324 in the Town of Flower Mound, Denton County, Texas and being a part of a tract of land described in a deed to Hawks Ramsey, LLC., as recorded in County Clerk's File Number 2007-51767 of the Real Property Records, Denton County, Texas; the subject tract being more particularly described as follows:

BEGINNING at a point being the most Easterly Northeast corner of said Ramsey and being in the Westerly Right of Way of FM 2499 (a.k.a. Long Prairie Road);

Thence along the Westerly line of said FM 2499 and the East line of said Ramsey tract the following 12 calls;

Thence South 00 degrees 04 minutes 35 seconds East a distance of 143.54 feet to a point;

Thence South 89 degrees 51 minutes 25 seconds West a distance of 5.00 feet to a point for corner;

Thence South 00 degrees 08 minutes 35 seconds East a distance of 50.25 feet to a point for corner;

Thence South 02 degrees 40 minutes 25 seconds West a distance of 200.18 feet to a point for corner;

Thence South 00 degrees 08 minutes 35 seconds East a distance of 350.30 feet to a point for corner;

Thence North 89 degrees 52 minutes 00 seconds East a distance of 10.20 feet to a point for corner;

Thence South 00 degrees 08 minutes 35 seconds East a distance of 350.23 feet to a point for corner;

Thence South 02 degrees 11 minutes 20 seconds East a distance of 104.82 feet to a point for corner;

Thence North 85 degrees 45 minutes 25 seconds East a distance of 10.00 feet to a point for corner;

Thence South 06 degrees 19 minutes 30 seconds East a distance of 104.17 feet to a point for corner;

Thence South 10 degrees 18 minutes 20 seconds East a distance of 104.50 feet to a point for corner;

Thence South 15 degrees 09 minutes 55 seconds East a distance of 104.80 feet to a point for corner for the Southeast corner of said Ramsey tract and the northeast corner of Lot X, Block A of North Point Center, an addition to the Town of Flower Mound, Denton County, Texas as recorded in Cabinet X, Page 332 of the Plat Records of Denton County, Texas;

Thence North 88 degrees 31 minutes 05 seconds West with the common line thereof a distance of 290.13 feet to a point for corner in the South line of said Ramsey tract and being in a Northerly line of a tract of land described in a deed to Borchardt Partners, LTD., as recorded in County Clerk's File Number 1999-59183 of the Real Property Records, Denton County, Texas;

Thence North 02 degrees 47 minutes 40 seconds West with the common line thereof a distance of 117.13 feet to a point for corner;

Thence North 88 degrees 45 degrees 20 minutes West with the South line of said Ramsey tract and a Northerly line of said Borchardt tract a distance of 303.82 feet to a point for corner for the Southwest corner of the herein described tract;

Thence North 01 degrees 03 minutes 45 seconds West a distance of 819.64 feet to a point for said point being the beginning of a ..... curve to the left with a radius of 20.00 feet and a arc length of 23.43 feet to a point, said point be the beginning of a reverse curve to the right with a radius of 70.00 feet and a arc length of 183.99 feet to a point, said point being the beginning of a reverse curve to the left with a radius of 20.00 feet and a arc length of 23.43 feet to a point.

THENCE North 01 degrees 03 minutes 45 seconds a distance of 837.89 feet to a point for the Northwest corner of herein described tract and being in North line of said Ramsey tract and the South line of Wakelon Road;

Thence with the common line thereof the following 4 calls;

Thence North 89 degrees 21 minutes 40 seconds East a distance of 459.21 feet to a point for corner;

Thence South 00 degrees 08 minutes 35 seconds East a distance of 28.75 feet to a point for corner;

Thence North 89 degrees 51 minutes 25 seconds East a distance of 80.00 feet to a point for corner;

Thence South 45 degrees 08 minutes 35 seconds East a distance of 35.38 feet to the PLACE OF BEGINNING and enclosing 18.578 acres of land more or less.

**Exhibit "B"**

**DEVELOPMENT STANDARDS**

**Planned Development District No. 141 (PD-141)  
Hawks Hill**

The development on the property comprising approximately 18.578 acres of land within the corporate limits of the Town of Flower Mound ("Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-141 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

- A. PERMITTED USES. The following uses shall be permitted in Tracts A and B as depicted in Exhibit C "Concept Plan" except as stated in Section 2 below.

1. Tracts A and B:

- a. Accessory retail and service uses (Tracts A and B)
- b. Accessory use, general, subject to section 98-972 (Tracts A and B)
- c. Antique shop (Tract A)
- d. Art gallery or handicraft sales (Tract A)
- e. Arts supply store (Tracts A and B)
- f. Bait and sporting goods sales (Tract A)
- g. Bakery or confectionary shop, retail (Tract A)
- h. Bank or savings and loan (with or without drive-thru) (Tracts A and B)
- i. Book or stationary store or newsstand (Tracts A and B)
- j. Church or rectory (Tracts A and B)
- k. Custom personal service (Tracts A and B)
- l. Cleaning shop or laundry pickup station (Tract A)
- m. Cleaning/laundry shop with pickup station (Tract A)
- n. Cleaning/laundry shop, pickup station only (Tract B)
- o. Community Center (public) (Tracts A and B)
- p. Convenience store (Tract A)
- q. Drugstore or pharmacy (with or without drive thru) (Tract A)
- r. Dancing, drama, or music school or studio (Tract A)
- s. Fire Station (Tracts A and B)
- t. Florist (Tracts A and B)
- u. Hardware store (Tract A)
- v. Health club or athletic club (Tract A)
- w. Laboratory, medical or dental (Tract A)
- x. Off street parking, accessory (Tracts A and B)
- y. Office, general business and professional (Tracts A and B)
- z. Office, medical or dental (Tracts A and B)
- aa. Optical Sales (Tracts A and B)
- bb. Park or playground, public (Tracts A and B)
- cc. Parking lot, commercial (Tracts A and B)
- dd. Personal improvement services (Tracts A and B)
- ee. Pet store, subject to section 98-988 (Tract A)
- ff. Plant nursery or garden shop (Tract A)

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- gg. Public building, shop or yard (Tracts A and B)
  - hh. Restaurant, single tenant or part of a multi-tenant building with drive thru (Tract A)
  - ii. Restaurant, general (Tracts A and B)
  - jj. Restaurant, fast food (with or without a drive thru) (Tract A)
  - kk. Retail, general (indoors)(R-2)
  - ll. Retail, single Tenant (less than 25,000 square feet) (Tract A)
  - mm. Travel bureau or consultant (Tract A)
2. Residential Low Density uses. The area 550 feet east of the eastern right-of-way line of Rippy Road is restricted to Low Density residential uses per the Town's Master Plan as of the date of passage of this ordinance and shall retain the base zoning district of Agricultural (A). The sole use of this area within the boundary of the subject property is to provide for landscape buffers and the right-of-way for the north-south Urban Collector and associated roundabouts per the Town's Thoroughfare Plan as shown on Exhibit C.

**B. SPECIFIC USES**

The following uses may be permitted in this Planned Development District with a Specific Use Permit (SUP):

- a. Assembly Hall (Tract A)
- b. Amusement and recreation (indoors) (Tract A and B)(subject to section 98-973)
- c. Auto parts and accessory sales (indoors) (Tract A)
- d. Car wash, full service (Tract A)
- e. Car wash, self service (Tract A)
- f. Car wash, automatic (Tract A)
- g. Cleaning/laundry shop with on-site plant (Tract A)
- h. College or university (Tract B)
- i. Convenience store with gasoline sales (Tract A)
- j. Communication tower, commercial, subject to 98-977 (Tracts A and B)
- k. Day care center (Tracts A and B)
- l. Drugstore or pharmacy (with or without drive thru) (Tract B)
- m. Electrical line/substation, high-voltage, subject to section 98-979 (Tracts A and B)
- n. Fraternal club or lodge (Tract B)
- o. Hospital (Tracts A and B)
- p. Hotel (Tract B)
- q. Institution, drug or psychiatric treatment (Tract B)
- r. Laboratory, scientific and research (Tract B)
- s. Lithographic, print shop (Tracts A and B)
- t. Local utility line (Tracts A and B)
- u. Mortuary or funeral home (Tract B)
- v. Motor vehicle fuel service station (Tract A)
- w. Museum, library or art gallery, public (Tracts A and B)
- x. Nursing or congregate care facility (Tract B)
- y. Private franchise utility, not listed (Tracts A and B)
- z. Recreation center (Tracts A and B)
- aa. Repair service, limited (Tract A)

**ORDINANCE NO. 57-15**

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- bb. Retail, single tenant (25,000 square feet but less than 50,000 square feet) (Tract A)
- cc. School, business (Tract B)
- dd. School, elementary or secondary (Tract B)
- ee. Studio, television or radio (Tract B)
- ff. Swimming pool, public (Tracts A and B)
- gg. Transmission Pipeline, subject to section 98-997 (Tracts A and B)
- hh. Theater (Tracts A and B)
- ii. Water well, storage or pump station (Tracts A and B)

**C. PROHIBITED USES**

The following uses shall not be permitted in this Planned Development District:

- a. Animal control facility
- b. Aviary
- c. Bus station, terminal
- d. Kennel, subject to section 98-986
- e. Kennel, enclosed in building only
- f. Railroad track
- g. Sewage pump station
- h. Telephone equipment station
- i. Veterinary hospital (inside pens)
- j. Veterinary hospital (inside pens) subject to section 98-998

**D. TEMPORARY USES**

The following temporary uses shall be permitted in this Planned Development District:

- a. Asphalt/concrete batch plant, temporary, subject to section 98-974
- b. Building material yard and construction office
- c. Field office, temporary
- d. Sales, temporary, subject to section 98-992
- e. Temporary special event, subject to section 98-976

**E. DIMENSIONAL REGULATIONS**

The dimensional regulations for this Planned Development shall comply with Retail District (R-2) for Tract A and Office District for Tract B as depicted in exhibit C except as otherwise expressed herein:

1. There shall be a 30-foot building setback on Waketon Road and the proposed Lugo Drive and a 60-foot building setback on FM 2499 and College Parkway.
2. Fuel island canopies, if approved by an SUP, shall be a minimum of 50 feet from the existing right-of-way at the time of approval of this Planned Development.

**F. ARCHITECTURAL STANDARDS**

Building Elevation Profiles and Roof Form shall substantially conform with the approved Concept Elevations and have the following components:

1. All building elevations will be articulated to meet or exceed the Town of Flower Mound Urban Design Plan and the requirements of Specific Plan Area 5. Buildings need to reflect an architectural prominence, with particular attention being paid to architectural quality on the facades, rooflines, and elevations visible from major arterials.
2. Buildings shall incorporate human-scale proportions at the entries and front facades through the use of arcades, porte-cocheres, and other shade producing elements.
3. The unified design theme depicted on the Concept Elevations shall be required within the development.
4. Franchise utility panels and connection points shall be painted and textured to match the color and texture of the building and located so that they are not visible from public roadways, except that Franchise utility panels and connection points facing Waketon Road or College Parkway will be kept at a minimum and adequately screened, with additional landscaping or other approved material during the Site Plan approval process, to obstruct visibility from Waketon Road and College Parkway.
5. Colors shall be consistent with the surrounding development and should be earth tones, copper or bronze colors, or members of the brown, white, gold scale. Accent colors shall be used in accordance with the urban design guidelines
6. All retaining walls shall be decorative in nature and shall be constructed of stone or stone clad. Where practical walls over 4 feet should be incorporated in public open space. Retaining walls shall not exceed a maximum height of 8 feet.

**G LANDSCAPE BUFFER AND SCREENING REQUIREMENTS**

1. There shall be a minimum landscape buffer of 30 feet along FM 2499 and 15 feet along Waketon Road, from the existing right-of-way, and College Parkway.
2. A landscape buffer of at least 30 feet shall be provided along the east line of proposed Jacob Lugo Drive, exclusive of access drives and roundabouts, as shown on the approved Concept Plan.
3. All loading areas shall be completely screened from public right-of-ways by a screen wall, which is of adequate length and height to completely enclose a delivery vehicle parked in a loading area. Additionally, berms and landscaping may be used to enhance screening and soften screen walls.

H. MISCELLANEOUS STANDARDS

1. The development shall include multiple public open space amenities that are integrated into the development as depicted in Exhibit C.. At least 4 areas with seating, shade and landscaping will be incorporated into the public open space.
2. Pedestrian linkages shall be provided throughout the site to connect the future residential area to the west and may be comprised of crushed granite, brick pavers, concrete, or patterned concrete.
3. The required Town Trail along the north side of College Parkway will be a 8 foot concrete multi-use trail as required by 90-443(g).
4. Storm water storage facilities may include detention and/or retention ponds provided that retention ponds shall include aeration. Detention or retention ponds may include either sloped edges or hard edges comprised of stacked stone, stone veneer, cut stone or faux stone that complement the development.
5. The development will be subject to an overall reciprocal easement agreement granting cross-access and cross-parking for the entire development. A copy of said agreement will be provided to the Town of Flower Mound with the Record Plat for the development.
6. The proposed buildings of this Planned Development shall be no closer than 550' to the existing eastern right-of-way line of Rippy Road, at the time of approval of this Planned Development.
7. Right decel lanes may be placed in 'Public Access Easements' where there is not sufficient right-of-way subject to approval of the Town Engineer.
8. Any use utilizing a drive through facility shall be subject to Section 82-82 of the Town's Land Development Regulations as amended, at the time of site plan submittal.
9. Signs depicted on Exhibit C are not deemed to be approved until a sign permit has been issued by the Town.

I. WAIVERS

The following waivers shall be granted with the approval of the Planned Development District:

1. Section 82-302 – Compatibility Buffer and Section 82-303 Compatibility Setback: A sixty foot (60') compatibility setback and twenty-five foot (25') landscape buffer shall not be required as shown on Exhibit C.
2. Driveway access along Waketon Road, College Parkway and Long Prairie Road is approved as shown in Exhibit C.

[illegible]

ORDINANCE NO. 57-15

Page 12

Exhibit "D"  
CONCEPT LANDSCAPE PLAN

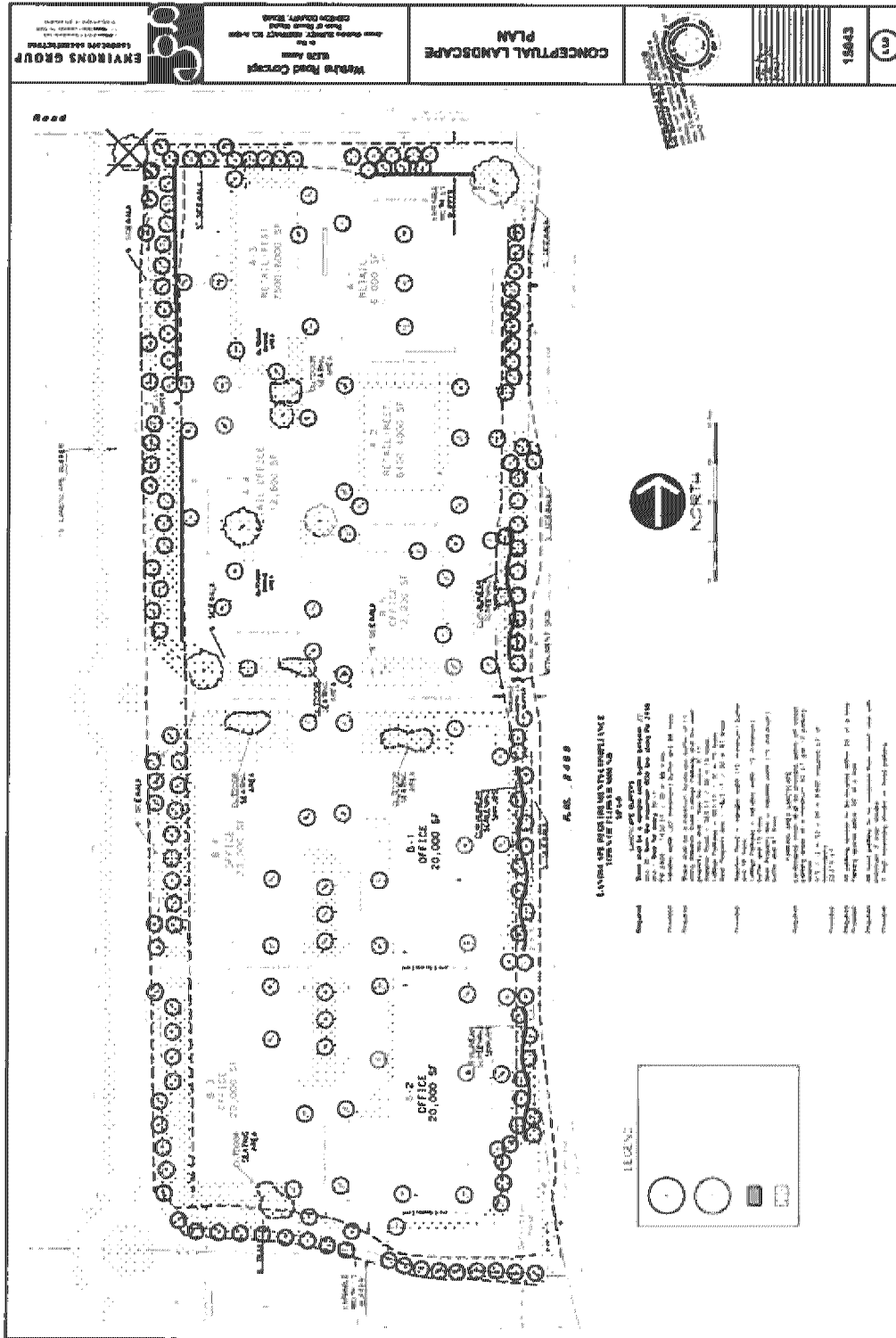
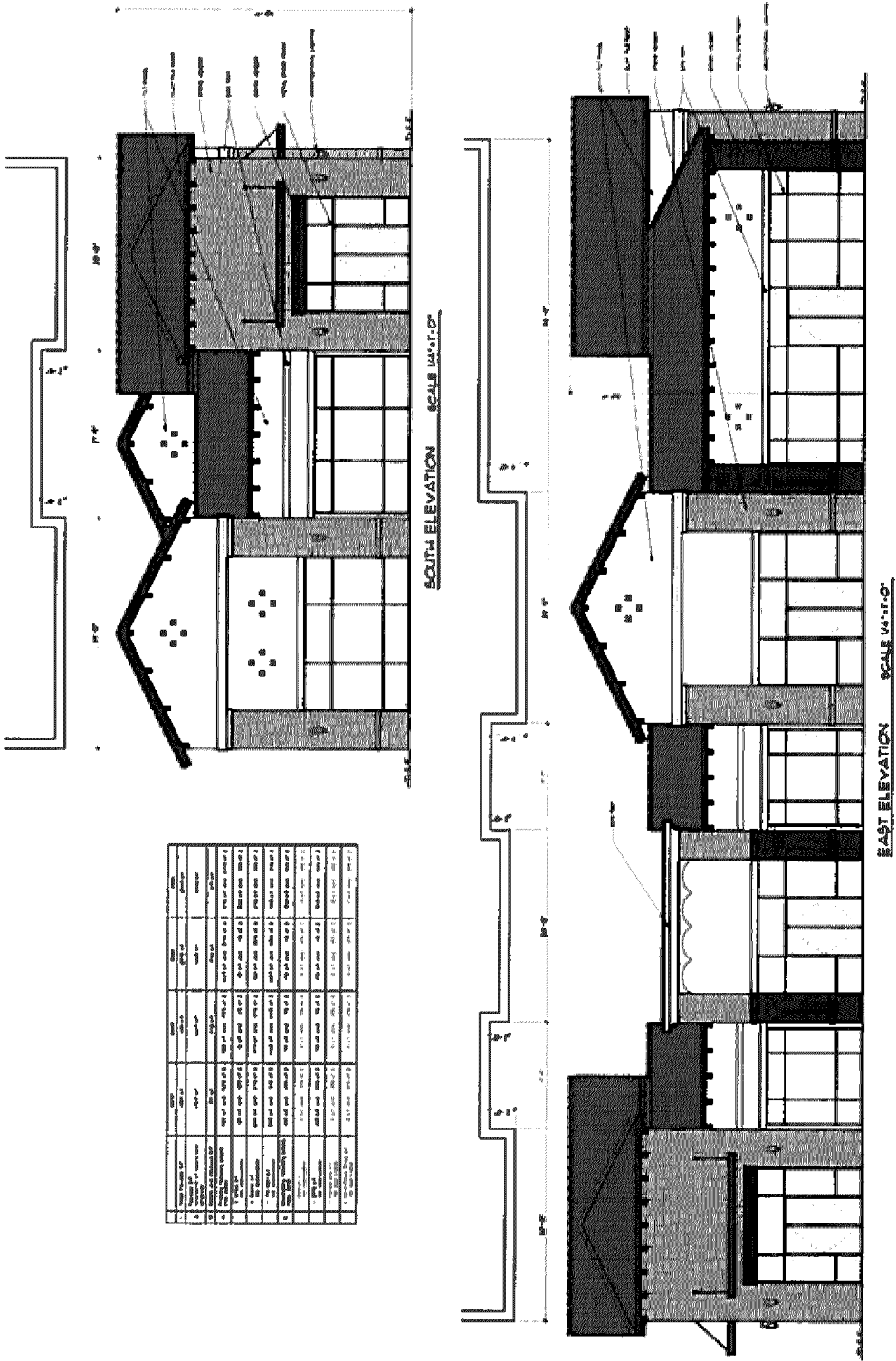
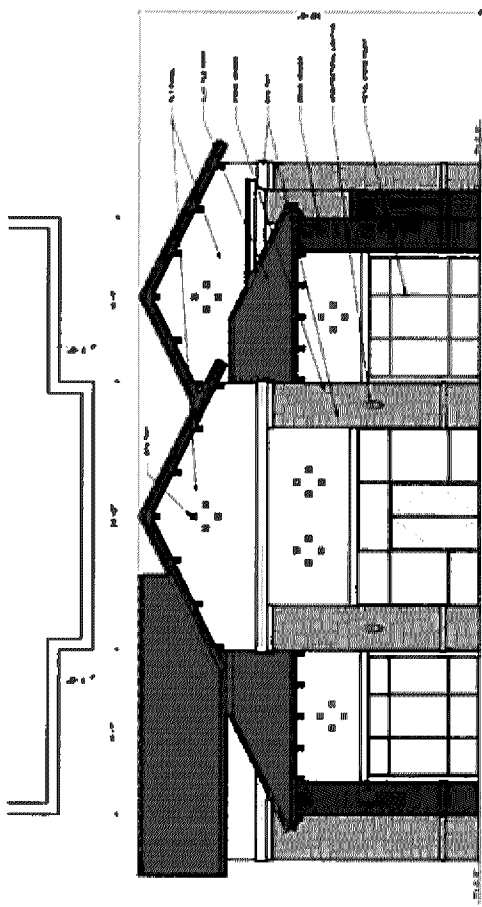


Exhibit "E"  
CONCEPTUAL ELEVATIONS



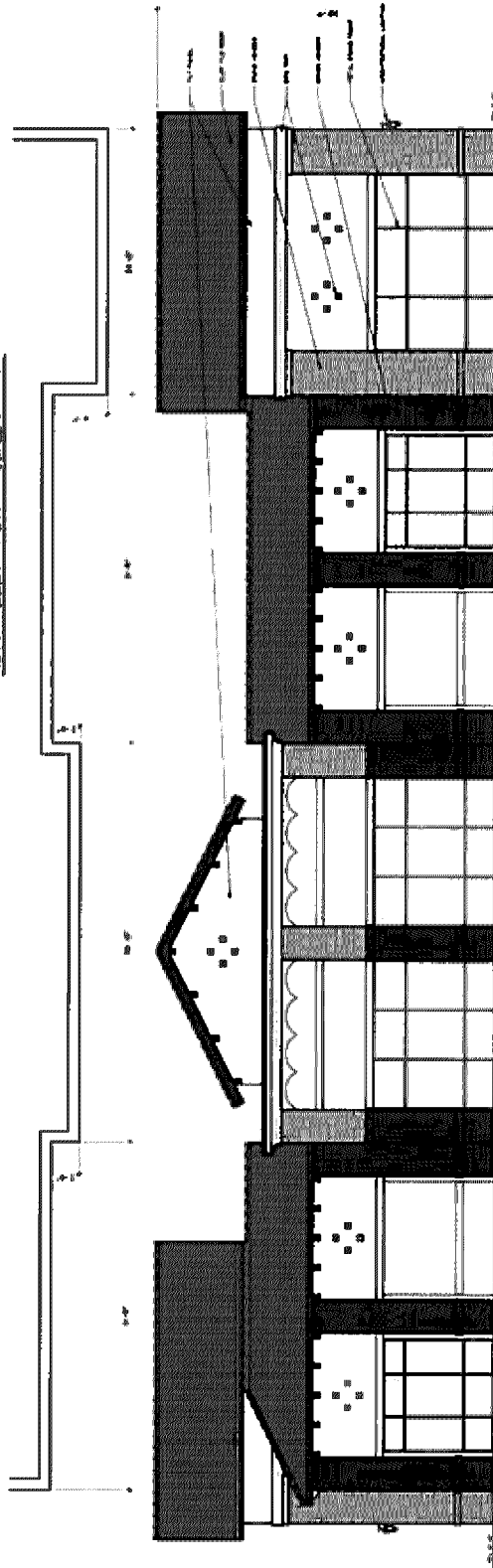
ORDINANCE NO. 57-15

Page 14



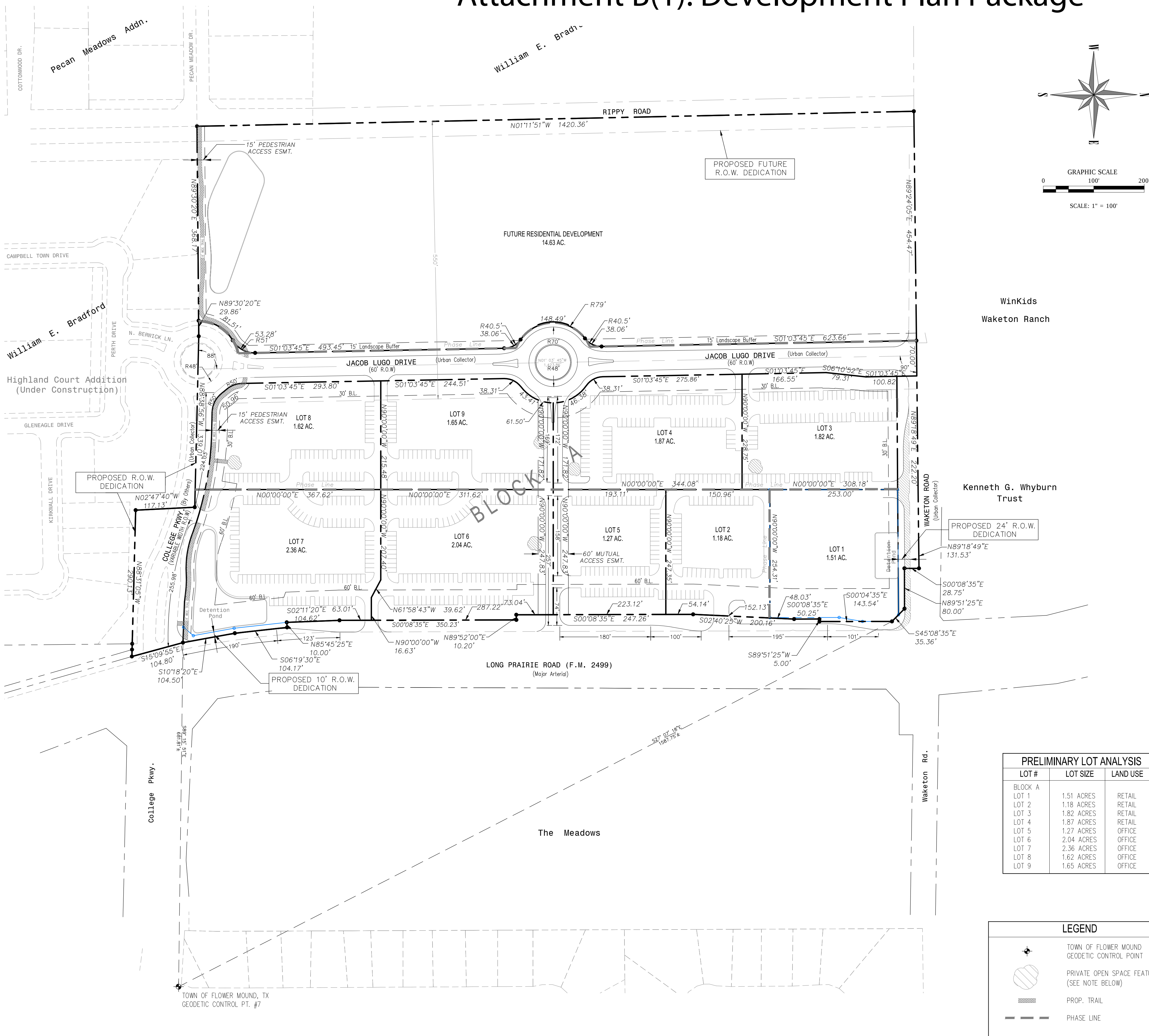
NORTH ELEVATION SCALE 1/4"=1'-0"

| Item | Description                    | Quantity | Unit | Price | Total   |
|------|--------------------------------|----------|------|-------|---------|
| 1    | Excavation and foundation work | 100      | SF   | 10.00 | 1000.00 |
| 2    | Foundation walls and footings  | 100      | LF   | 10.00 | 1000.00 |
| 3    | Foundation reinforcement       | 100      | LF   | 10.00 | 1000.00 |
| 4    | Foundation waterproofing       | 100      | SF   | 10.00 | 1000.00 |
| 5    | Foundation drainage            | 100      | LF   | 10.00 | 1000.00 |
| 6    | Foundation inspection          | 100      | LF   | 10.00 | 1000.00 |
| 7    | Foundation repair              | 100      | LF   | 10.00 | 1000.00 |
| 8    | Foundation removal             | 100      | LF   | 10.00 | 1000.00 |
| 9    | Foundation replacement         | 100      | LF   | 10.00 | 1000.00 |
| 10   | Foundation reinforcement       | 100      | LF   | 10.00 | 1000.00 |
| 11   | Foundation waterproofing       | 100      | SF   | 10.00 | 1000.00 |
| 12   | Foundation drainage            | 100      | LF   | 10.00 | 1000.00 |
| 13   | Foundation inspection          | 100      | LF   | 10.00 | 1000.00 |
| 14   | Foundation repair              | 100      | LF   | 10.00 | 1000.00 |
| 15   | Foundation removal             | 100      | LF   | 10.00 | 1000.00 |
| 16   | Foundation replacement         | 100      | LF   | 10.00 | 1000.00 |
| 17   | Foundation reinforcement       | 100      | LF   | 10.00 | 1000.00 |
| 18   | Foundation waterproofing       | 100      | SF   | 10.00 | 1000.00 |
| 19   | Foundation drainage            | 100      | LF   | 10.00 | 1000.00 |
| 20   | Foundation inspection          | 100      | LF   | 10.00 | 1000.00 |
| 21   | Foundation repair              | 100      | LF   | 10.00 | 1000.00 |
| 22   | Foundation removal             | 100      | LF   | 10.00 | 1000.00 |
| 23   | Foundation replacement         | 100      | LF   | 10.00 | 1000.00 |
| 24   | Foundation reinforcement       | 100      | LF   | 10.00 | 1000.00 |
| 25   | Foundation waterproofing       | 100      | SF   | 10.00 | 1000.00 |
| 26   | Foundation drainage            | 100      | LF   | 10.00 | 1000.00 |
| 27   | Foundation inspection          | 100      | LF   | 10.00 | 1000.00 |
| 28   | Foundation repair              | 100      | LF   | 10.00 | 1000.00 |
| 29   | Foundation removal             | 100      | LF   | 10.00 | 1000.00 |
| 30   | Foundation replacement         | 100      | LF   | 10.00 | 1000.00 |



WEST ELEVATION SCALE 1/4"=1'-0"

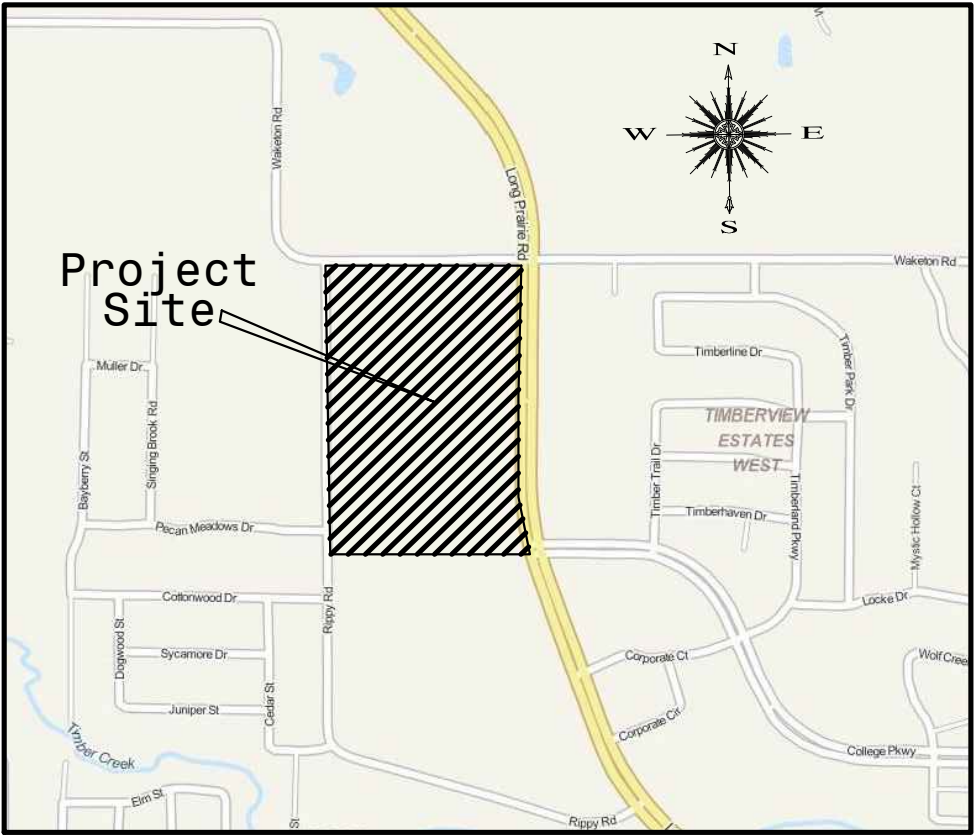
Attachment B(1): Development Plan Package



| PRELIMINARY LOT ANALYSIS |            |          |
|--------------------------|------------|----------|
| LOT #                    | LOT SIZE   | LAND USE |
| BLOCK A                  |            |          |
| LOT 1                    | 1.51 ACRES | RETAIL   |
| LOT 2                    | 1.18 ACRES | RETAIL   |
| LOT 3                    | 1.82 ACRES | RETAIL   |
| LOT 4                    | 1.87 ACRES | RETAIL   |
| LOT 5                    | 1.27 ACRES | OFFICE   |
| LOT 6                    | 2.04 ACRES | OFFICE   |
| LOT 7                    | 2.36 ACRES | OFFICE   |
| LOT 8                    | 1.62 ACRES | OFFICE   |
| LOT 9                    | 1.65 ACRES | OFFICE   |

| LEGEND |                                                |
|--------|------------------------------------------------|
|        | TOWN OF FLOWER MOUND<br>GEODETIC CONTROL POINT |
|        | PRIVATE OPEN SPACE FEATURE<br>(SEE NOTE BELOW) |
|        | PROP. TRAIL                                    |
|        | PHASE LINE                                     |

Note:  
This symbol indicates an open space feature consisting of a shaded sitting area with landscaping, trash can and sidewalks. Four or more of these will be installed in the public open spaces throughout the site.



Vicinity Map  
n. t. s.

**BUILDING SETBACKS**  
FM 2499 - 60'  
WAKETON - 30'  
COLLEGE - 30' WITH NO PARKING, 60' WITH PARKING

A convenience store with gasoline sales requires Town Council approval of a Specific Use Permit (SUP). Approval of this Development Plan does not constitute approval of an SUP for this use.

| MASTER PLAN FEATURES |                                                                                                                                            |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| TOTAL ACRES          | 18.66                                                                                                                                      |
| LAND USE PLAN        | PROFESSIONAL OFFICE/VILLAGE RETAIL/RESTAURANT                                                                                              |
| SPECIFIC PLANS       | SPA 5                                                                                                                                      |
| URBAN DESIGN PLAN    | LONG PRAIRIE DISTRICT                                                                                                                      |
| PARKS AND TRAILS     | ALONG COLLEGE PARKWAY                                                                                                                      |
| THOROUGHFARE PLAN    | F.M. 2499-MAJOR ARTERIAL, EXIST. JACOB LUGO DRIVE-URBAN COLLECTOR, PROPOSED COLLEGE PARKWAY-URBAN COLLECTOR (UNDER CONSTRUCTION BY OTHERS) |
| WATER PLAN           | 12-INCH MAIN IN F.M. 2499                                                                                                                  |
| WASTEWATER PLAN      | 18-INCH IN F.M. 2499                                                                                                                       |

PROPERTY DESCRIPTION  
Being a certain lot, tract or parcel of land situated in the Jesse Watkins Survey, Abstract No. 1324, in the Town of Flower Mound, Denton County, Texas, and being a part of a tract of land described in deed to Hawks Ramsey, LLC as recorded in County Clerk's File no. 2007-51767 of the Real Property Records, Denton County, Texas, the subject tract being more particularly described as follows:  
BEGINNING at a point being the most Easterly Northeast corner of said Ramsey tract and being in the Westerly Right-of-Way of FM 2499 (a.k.a. Long Prairie Road);  
Thence along the Westerly line of said FM 2499 and the East line of said Ramsey tract the following 12 calls;  
THENCE South 00°04'35" East a distance of 143.54 feet to a point for corner;  
THENCE South 89°51'25" West a distance of 5.00 feet to a point for corner;  
THENCE South 00°08'35" East a distance of 50.25 feet to a point for corner;  
THENCE South 02°40'25" West a distance of 200.16 feet to a point for corner;  
THENCE South 00°08'35" East a distance of 350.30 feet to a point for corner;  
THENCE North 89°52'00" East a distance of 10.20 feet to a point for corner;  
THENCE South 00°08'35" East a distance of 350.23 feet to a point for corner;  
THENCE South 02°11'20" East a distance of 104.62 feet to a point for corner;  
THENCE North 85°45'25" East a distance of 10.00 feet to a point for corner;  
THENCE South 06°19'30" East a distance of 104.17 feet to a point for corner;  
THENCE South 10°18'20" East a distance of 104.50 feet to a point for corner;  
THENCE South 15°09'55" East a distance of 104.80 feet to a point for corner;  
Now departing the Westerly line of said FM 2499 and continuing the following metes and bounds of said tract;  
THENCE North 88°31'05" West a distance of 290.13 feet to a point for corner;  
THENCE North 02°47'40" West a distance of 117.13 feet to a point for corner;  
THENCE North 88°38'56" West a distance of 339.01 feet to a point for corner;  
THENCE South 89°30'20" West a distance of 30.71 feet to a point for corner;  
THENCE a curve to the right having a radius of 79.50 feet and a length of 81.51 feet with a chord bearing of North 30°04'05" East;  
THENCE a curve to the left having a radius of 50.50 feet and a length of 53.28 feet with a chord bearing of North 29°09'38" East;  
THENCE North 01°03'45" West a distance of 493.45 feet to a point for corner;  
THENCE a curve to the left having a radius of 40.50 feet and a length of 38.06 feet with a chord bearing of North 27°59'08" West;  
THENCE a curve to the right having a radius of 79.00 feet and a length of 148.49 feet with a chord bearing of North 01°03'45" West;  
THENCE a curve to the left having a radius of 40.50 feet and a length of 38.06 feet with a chord bearing of North 25°51'38" East;  
THENCE North 01°03'45" West a distance of 623.66 feet to a point for corner;  
THENCE North 89°21'40" East a distance of 451.29 feet to a point for corner;  
THENCE South 00°08'35" East a distance of 28.75 feet to a point for corner;  
THENCE North 89°51'25" East a distance of 80.00 feet to a point for corner;  
THENCE South 45°08'35" East a distance of 35.36 feet to the POINT OF BEGINNING and enclosing 18.66 acres of land more or less.

\* Proposed land use commercial and retail as allowed by zoning.

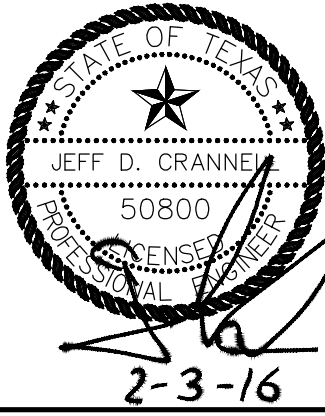
Engineer:  
**Cranell & Martin**  
Engineering Corporation  
TBPE FIRM #605  
2570 FM 407, Suite 209  
Highland Village, Texas 75077  
Ph: 972.691.6633

Owner:  
**HAWKS RAMSEY, LLC**  
3505 Yucca Drive  
Suite 100  
Flower Mound, Tx 75028  
Contact: Todd Weaver

Hawks Hill Addition

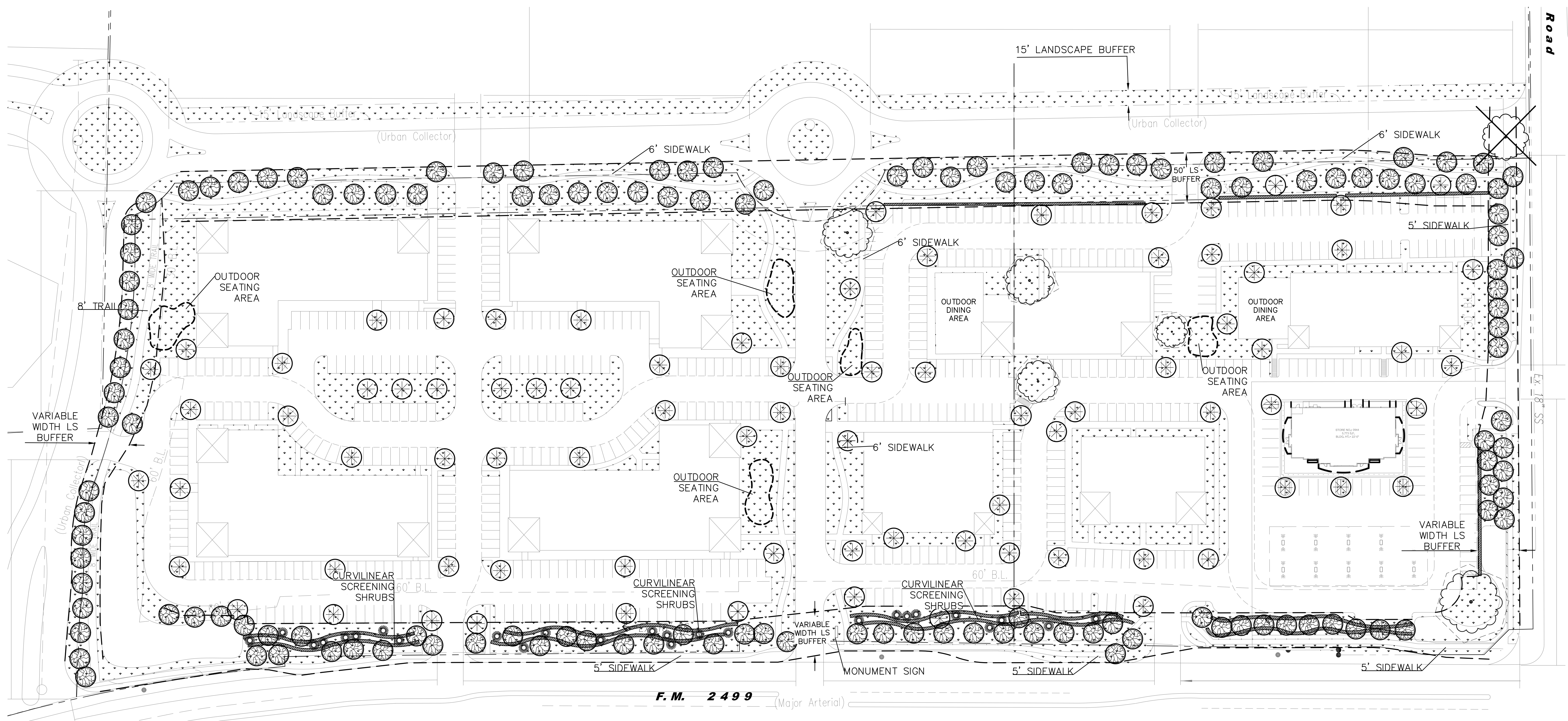
Town of Flower Mound - Denton County, Texas

PRELIMINARY  
DEVELOPMENT PLAN  
18.66 ACRES



REVISIONS

DESIGN: CCM  
DRAWN: CCM  
DATE: 2/3/2016  
SCALE: AS SHOWN  
NOTES:  
FILE:

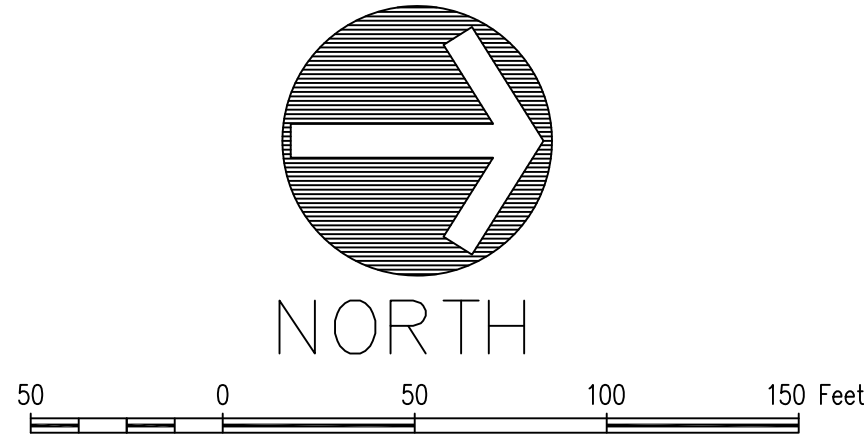


**LANDSCAPE REQUIREMENTS COMPLIANCE  
TOWN OF FLOWER MOUND  
SPA-5**

**LEGEND**

|  |                                    |
|--|------------------------------------|
|  | PARKING TREE                       |
|  | BUFFER TREE                        |
|  | ORNAMENTAL TREE                    |
|  | SCREENING SHRUBS<br>& GROUND COVER |
|  | GRASS AREA                         |

- |          |                                                                                                                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required | <b>LANDSCAPE BUFFERS</b><br>There shall be a variable width buffer between 20' and 35' from the maximum ROW line along FM 2499, and 1 tree for every 30 l.f.<br>FM 2499 - 1432 l.f. / 30 = 48 trees                                                                                     |
| Provided | Variable width (20' minimum) buffer and 48 trees                                                                                                                                                                                                                                        |
| Required | There shall be a minimum landscape buffer of 15' along Waketon Road, College Parkway and the west property line and 1 tree for every 30 l.f.<br>Waketon Road - 565 l.f. / 30 = 19 trees<br>College Parkway - 563 l.f. / 30 = 19 trees<br>West Property line - 1423 l.f. / 30 = 47 trees |
| Provided | Waketon Road - Variable width (15' minimum) buffer and 19 trees<br>College Parkway - Variable width (15' minimum) buffer and 19 trees<br>West Property line - Variable width (15' minimum) buffer and 47 trees                                                                          |
| Required | <b>PARKING AREA LANDSCAPE</b><br>Landscaped areas shall be provided within off street parking areas at a minimum 90 s.f. per 12 parking spaces.<br>615 / 12 = 52 x 90 = 4,680 required s.f. of landscaping                                                                              |
| Provided | 22,614 s.f.                                                                                                                                                                                                                                                                             |
| Required | All parking spaces to be located within 50' of a tree                                                                                                                                                                                                                                   |
| Provided | Parking spaces within 50' of a tree                                                                                                                                                                                                                                                     |
| Required | All head parking to be screened from street view with minimum 3' high shrubs                                                                                                                                                                                                            |
| Provided | 3' high screening shrubs on head parking.                                                                                                                                                                                                                                               |



**ENVIRONS GROUP**  
LANDSCAPE ARCHITECTURE  
a division of G & A Consultants, LLC  
11000 Highway 100, Suite 100  
P.O. Box 100, Denton, Texas 76201  
P: 972.317.0276 • F: 972.456.9715



Watkins Road Concept  
18.578 Acres  
in the  
Jesse Watkins Survey, ABSTRACT NO. A-1341  
Town of Flower Mound  
DENTON COUNTY, TEXAS

**CONCEPTUAL LANDSCAPE  
PLAN**

**PRELIMINARY PLANS**  
THIS DOCUMENT IS FOR INTERIM REVIEW  
AND IS NOT INTENDED FOR CONSTRUCTION,  
BIDDING, OR PERMIT PURPOSES.  
FOR LANDSCAPE ARCHITECTURE  
RON STEWART LANDSCAPE ARCHITECT  
DATED 12/21/2015

Drawn By: WS  
Date: 4/6/15  
Scale: 1" = 50'  
Revisions:  
9/1/15  
11/13/15

**15043**

**L1.0**



THERE IS NO MITIGATION REQUIRED FOR ANY TREES REMOVED EAST OF THE 550" BUILDING LINE BECAUSE THE DEVELOPMENT IS LOCATED WITHIN SPA-5

| SPECIMEN TREE CHART |      |             |               |                     |           |         |                  |
|---------------------|------|-------------|---------------|---------------------|-----------|---------|------------------|
|                     | TREE | CALIPER (") | COMMON NAME   | BOTANICAL NAME      | PROTECTED | REMOVED | HEALTH/CONDITION |
| 1                   | 3146 | 26          | ASH           | Ash sp.             | YES       | NO      | FAIR             |
| 2                   | 3173 | 25.5        | LIVE OAK      | Quercus virginiana  | YES       | NO      | GOOD             |
| 3                   | 3176 | 26.5        | LIVE OAK      | Quercus virginiana  | YES       | NO      | GOOD             |
| 4                   | 3279 | 30          | SLASH PINE    | Pinus elliotti      | YES       | YES     | GOOD             |
| 5                   | 3286 | 32          | PECAN         | Carya illinoensis   | YES       | NO      | GOOD             |
| 6                   | 9379 | 19          | BLACKJACK OAK | Quercus marilandica | YES       | NO      | GOOD             |



**Owner:**  
WEAVER COMMERCIAL  
REAL ESTATE, LTD.  
3505 Yucca Drive  
Suite 100  
Flower Mound, Tx 75001  
Contact: Todd Weaver

# Hawks Hill Addition Phase 1

City of Flower Mound - Denton County, Texas

PRELIMINARY  
TREE SURVEY

1/6/2016

## REVISIONS

DESIGN: CCM

DRAWN: CCM

DATE:

SCALE: \_\_\_\_\_

NOTES:

FILE:

Sheet 3a of 6



## TOWN COUNCIL AGENDA ITEM NO. 19

### REGULAR ITEM

**DATE:** February 15, 2016

**FROM:** Matthew Woods, Director of Environmental Services

**ITEM:** Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound by amending Chapter 18, "Businesses", Article III "Food and Food Establishments", by amending Section 18-92 to adopt the updated Texas Food Establishment Rules from the Texas Department of State Health Services, and adopting a new Section 18-127 to establish a variance process to allow dogs on patios of permitted food establishments, and by amending Appendix A "Fee Schedule", relative to adding a permit fee for the variance application.

**BACKGROUND INFORMATION:** The Texas Department of State Health Services has established the Texas Food Establishment Rules to regulate permitted food establishments and the Town has adopted the State's regulations. The State recently amended the Texas Food Establishment Rules; therefore, the proposed ordinance will adopt the updated version of the State's rules.

The Texas Food Establishment Rules do not allow non-service animals on the premise of a permitted food establishment, which includes outdoor dining areas or patios. However, the State's rules also establish a variance process which allows a municipality to grant a variance to the requirements if it's determined that a health hazard will not result from the variance. Town staff received direction at the December 7, 2015, Town Council meeting to bring forward proposed regulations that would allow dogs on the outdoor dining areas or patios of permitted food establishments.

The proposed ordinance amendment establishes the variance process, including an application and associated one-time permit fee, and additional regulations to address potential health hazards and/or nuisances. Included within the proposed regulations are requirements to address allowable points of access to the patio, proper signage, specific provisions for restaurant staff, waste cleanup and general cleaning requirements for the outdoor dining area, and enforcement provisions.

**CITIZEN FEEDBACK:** As of February 3, 2016, staff has not received additional feedback related to this item.

**ALTERNATIVES/OPTIONS:** The Town may continue to prohibit dogs on patios and regulate the food establishments in accordance with the current Texas Food Establishment Rules.

**FISCAL IMPACT:** N/A

**Proposed Expenditure:**

**Account Number(s):**

-

-

**Finance Review by:** N/A

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

**ATTACHMENTS:**

1. Draft ordinance

**RECOMMENDATION:** Move to approve an ordinance amending the Code of Ordinances of the Town of Flower Mound by amending Chapter 18, "Businesses", Article III "Food and Food Establishments", by amending Section 18-92 to adopt the updated Texas Food Establishment Rules from the Texas Department of State Health Services, and adopting a new Section 18-127 to establish a variance process to allow dogs on patios of permitted food establishments, and by amending Appendix A "Fee Schedule", relative to adding a permit fee for the variance application.

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

**AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY ADOPTING THE TEXAS FOOD ESTABLISHMENT RULES; PROVIDING FOR A PERMIT TO ALLOW DOGS ON OUTDOOR PATIOS AT FOOD ESTABLISHMENTS; PROVIDING FOR THE SUSPENSION OR REVOCATION OF THE PERMIT; ADOPTING AN APPLICATION FEE FOR THE PERMIT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council of the Town of Flower Mound previously adopted the Texas Department of State Health Services "Texas Food Establishment Rules" found in the Texas Administrative Code; and

**WHEREAS**, the Texas Food Establishment Rules were recently relocated within the Texas Administrative Code; and

**WHEREAS**, the Texas Food Establishment Rules allow for variances from the rules if a health hazard or nuisance will not result from the variance; and

**WHEREAS**, the Town finds that the presence of dogs on outdoor patios, in compliance with certain conditions contained herein, does not create a health hazard or nuisance; and

**WHEREAS**, the Town Council finds that the regulations adopted herein are in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

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

### **SECTION 1**

Sec. 18-92, State food establishment rules adopted, in Subdivision I, In General, in Division 2, Food Service Establishments, in Article III, Food and Food Establishments, in Chapter 18, Businesses, in the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended to read as follows:

"The Town hereby adopts the Texas Department of State Health Services "Texas Food Establishment Rules," found in 25 Texas Administrative Code, chapter 228, as presently enacted or as amended hereafter from time to time. A certified copy of such rules shall be filed and maintained in the office of the town secretary, and the same are hereby adopted and incorporated in this section as if the same were copied in their entirety at this point and the provisions of such rules shall be controlling in the Town."

### **SECTION 2**

Subdivision II, Permit, in Division 2, Food Service Establishments, in Article III, Food and Food Establishments, in Chapter 18, Businesses, in the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended by adding Sec. 18-127 to read as follows:

"Sec. 18-127. – Permit to allow dogs on food establishment outdoor patio.

a. Except as provided by 25 TAC 228.186(o)(2), no food establishment shall allow a dog to be present at the food establishment without having first obtained a permit under this section issued by the regulatory authority.

b. A food establishment desiring to allow dogs on an outdoor patio shall make written application for a permit on forms provided by the regulatory authority. Such application shall include: the applicant's full name and post office address, the name and type of the food establishment, any information required by 25 TAC 228.243, proof of compliance with the conditions in subsection (c), the required fee as established in the fee schedule found in appendix A of this code, and such other information as the regulatory authority deems necessary. An application or a permit issued under this section is not transferrable from one individual, corporation, partnership, or other entity or location to another.

c. A food establishment that is granted a permit to allow dogs on an outdoor patio must comply with the following conditions:

1. Except as allowed under 25 TAC 228.186(o)(2), no dog may be allowed inside the food establishment at any time or for any purpose.
2. A separate entrance to the patio must be provided to allow a dog to enter the patio without going inside the food establishment.

3. A dog may not be allowed within seven (7) feet of any door to the inside of the food establishment, except as necessary to enter or exit the patio.
4. A sign with at least one (1) inch letters must be posted at the front entrance to the food establishment so that it is easily visible to the public. The sign must state: "DOG FRIENDLY PATIO – DOGS ACCESS ONLY THROUGH OUTDOOR PATIO."
5. All doors from the inside of the food establishment to the patio must be equipped with self-closing devices and must be kept closed when not in use.
6. No food preparation, including mixing drinks or serving ice, may be performed on the patio, except that a beverage glass may be filled on the patio from a pitcher or other container that has been filled or otherwise prepared inside the food establishment.
7. Spilled food and drink must be removed from the floor or ground within five (5) minutes after notification of the spill.
8. Any dog waste must be cleaned-up or removed from the patio within five (5) minutes of noticing or notification of the presence of the waste. All dog waste must be disposed of in an appropriate waste receptacle located outside of the food establishment.
  - A. All equipment used to clean up dog waste must be dedicated only to the cleanup of dog waste.
  - B. All equipment used to clean up dog waste must be stored outside and be readily accessible.
9. Wait staff or other food handlers at the food establishment may not pet or initiate contact with any dog while on duty.
10. All dogs must be kept on a leash or in a secure bag or container specifically designed to carry and provide continuous restraint of dogs while providing adequate ventilation. All dogs must remain under continuous physical control of the customer at all time while on the patio. All dogs must be wearing a collar or harness with a current rabies tag attached.
11. A dog may not be allowed on a chair, seat, table, countertop, or similar surface while on the patio.
12. A dog may not be allowed to have contact with any dishes or utensils used for food service or preparation at the food establishment.

13.A dog may not be given any food, including but not limited to, dog kibble, biscuits, and edible treats while on the patio. A dog may only be given water in a disposable container while on the patio.

d. Routine inspections of food establishment with a permit under this section shall be performed by the regulatory authority to verify that the food establishment is in compliance with all of the conditions of the permit.

e. *Suspension of permit to allow dogs on an outdoor patio.* A permit under this section may be suspended temporarily by the regulatory authority for repeated violations of the requirements of this section. When a violation of a requirement of a permit under this section is observed, the regulatory authority shall issue a written notice of violation to the holder of the permit. After issuing two written notices for the same violation, the regulatory authority may suspend the permit upon observing a third violation. The permit holder, owner, operator, manager, person-in-charge of the food establishment at the time of inspection, or other employees of the food establishment shall be provided a written notice of suspension, indicating that the permit is, upon service of the notice, immediately suspended, the duration of the suspension, and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the permit holder. The duration of a suspension of a permit under this section shall not exceed six (6) months. A permit suspended under this section will be automatically reinstated after the duration of the suspension. Notwithstanding the other provisions of this section, if the regulatory authority finds unsanitary or other conditions in the operation of a food establishment which constitute a substantial hazard to the public health, a written notice of suspension may be issued to the permit holder, owner, operator, manager, person-in-charge of the food establishment at the time of inspection, or other employees of the food establishment immediately, citing the condition constituting a substantial hazard to public health and specifying the corrective action to be taken. If necessary, the notice of suspension of a permit under this section may order that all food operations are to be immediately discontinued. If the permit provides that all food operations are to be immediately discontinued, a "Closed by Order of Town of Flower Mound Environmental Health Services Division" sign shall be placed on the entrance to the food establishment in plain view of the public. No person may remove, cover, alter, deface or otherwise make the sign unreadable. Any individual or entity to which an order that all food operations be discontinued is issued shall comply immediately therewith, but, upon written request to the regulatory authority within five (5) days of service of the order, shall be afforded a hearing before the town council as soon as possible. A food establishment that receives an order that all food operations be immediately discontinued may request a reinspection to determine if food operations may resume. The regulatory authority must perform a reinspection for this purpose within twenty-four (24) hours of receipt of the request. If no condition constituting a substantial hazard to public health is found upon reinspection, the food establishment shall be allowed to resume food operations.

f. *Revocation of permit to allow dogs on an outdoor patio.* For serious and repeated violations of any of the requirements of this section or after one or more suspensions of a permit under this section, upon obtaining grounds to suspend the permit the regulatory authority may revoke the permit after an opportunity for a hearing has been provided to the permit holder by the regulatory authority. The regulatory authority shall provide the permit holder a written notice of revocation, stating the reasons for the revocation and stating that the permit shall be permanently revoked at the end of five (5) days following service of the notice, unless a request for a revocation hearing is filed with the regulatory authority by the permit holder within such five (5) day period. A permit may be suspended pending its revocation or a revocation hearing. After receipt of a request for a revocation hearing, the town council shall a revocation hearing as provide for in this section at the time and place it designates, but no later than 15 days after receipt of the request for hearing. Based upon the record of the hearing, the town council shall issue a written order and shall sustain, modify or rescind the revocation of the permit. The determination of the town council is final. A permit holder whose permit is revoked under this section is eligible to apply for a new permit under this section one (1) year after the revocation is final.

Secs. 18-128 – 18-150. – Reserved.”

### **SECTION 3**

Appendix A, Fee Schedule, to the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended by amending subsection (a) in Sec. 18-123, in Chapter 18, Businesses, by adding the following:

“Permit to allow dogs on food establishment patios .....\$50.00”

### **SECTION 4**

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

### **SECTION 5**

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 6**

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

**SECTION 7**

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Texas Food Establishment Rules or any ordinances governing food establishments 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 8**

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 9**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 15th DAY OF FEBRUARY, 2016.**

**APPROVED:**

\_\_\_\_\_  
**Thomas E. Hayden, MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Bryn Meredith, TOWN ATTORNEY**



## TOWN COUNCIL AGENDA ITEM NO. 20

### REGULAR ITEM

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**DATE:** February 15, 2016

**FROM:** Ken Parr, Executive Director of Public Works

**ITEM:** Consider Town participation options for proposed Emerson Lane Screening Fence/Guardrail Installation.

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**BACKGROUND INFORMATION:** On November 17, 2014, the Town Council approved the Town's participation in the installation of an 8' wooden screening fence and guard rail along the northern property line, also being FM 1171 right-of-way, of Lots 1-5 Lost Canyon Estates, Phase I. These five lots front Emerson Lane and back up to FM 1171. The Town agreed to pay 50% of the estimated cost of \$28,000 for the installation of an 8' wooden screening fence and to cover the entire cost of \$19,950 for a guard rail installation.

The ability to utilize the TxDOT FM 1171 right-of-way was needed to efficiently install both the fence and guard rail. Since the eastbound lanes were under construction TxDOT would not allow the utilization of their right-of-way until after the completion of the eastbound lanes including sidewalks and the establishment of grass. Although the westbound lanes have not been completed, TxDOT has granted access to their right-of-way for the construction of the project and staff is ready to move forward with the project.

The installation of the new eastbound lanes resulted in the overall lowering of the roadway relative to the adjacent Lots 1-5. This either eliminated or significantly reduced the previous drop off from the edge of the roadway to the adjacent lots. A combination of the elimination or reduction of the drop off and the replacement of the previous two lane two lane roadway with bar ditches with a six lane curb roadway significantly reduces the chances of vehicle existing the roadway and encroaching into these lots. The only lot that still has a significant drop off is the eastern most lot, Lot 5, but it is half of what it was previously.

Staff has met with each individual property owner to discuss the different aspects of the project. The topics included explaining that the guard rail and fence must be built on their property, the required permanent easement dedication to the Town for the installation and maintenance of the guard rail, providing access across their property from Emerson to the project location, and the agreement between the them and the Town relative to the sharing the cost of the fence.

Staff also visited with each property owner as to whether they still wanted a guard rail installation based upon the improved elevation difference between their property and the new roadway. Based upon a variety of reasons all property owners have indicated they are considering not having the guard rail installed. If they choose not to have the guard rail installed they would like for that cost savings to be applied to the cost of the fence. Staff would like to receive direction from Town Council on this matter.

In addition staff would like to visit with the Town Council about the increasing the fence height at two locations. Staff will make a presentation to Town Council providing them with detail information relative to the options of eliminating the guard rail and increasing the fence height at two locations. Bids have been received for the installation of the fence. The award of the contract to build the fence is scheduled for Town Council consideration on March 21.

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

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** Options being considered would not result in overall increase in funding.

**LEGAL REVIEW:** N/A

**ATTACHMENTS:** N/A

**RECOMMENDATION:** Move to approve or not approve the proposed the options of the elimination of the guard rail and the increasing of the fence height at two locations.

# Town Council Future Agenda Items



|                  |                  |                     |                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------|------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SCHEDULED</b> | <b>2/18/2016</b> | <b>Work Session</b> | Joint work session with Town Council and Environmental Conservation Commission (ECC) to discuss the Town's tree ordinance, urban forestry programs, and receive an update on the sustainability initiatives.                                                                                                                                                                                                  |
|                  | <b>3/17/2016</b> | <b>Work Session</b> | Discuss the current process for calculating fees in lieu of parkland donation ordinance and recommend changes.                                                                                                                                                                                                                                                                                                |
|                  | <b>3/21/2016</b> | <b>Consent</b>      | Consider approval of the minutes from a regular meeting of the Town Council held on February 15, 2016.                                                                                                                                                                                                                                                                                                        |
|                  |                  | <b>Consent</b>      | Consider approval of the minutes from a work session of the Town Council held on February 18, 2016.                                                                                                                                                                                                                                                                                                           |
|                  |                  | <b>Consent</b>      | Consider approval of the purchase of a rapid deployment vehicle by the Flower Mound Police Department.                                                                                                                                                                                                                                                                                                        |
|                  |                  | <b>Consent</b>      | Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2015.                                                                                                                                                                                                                                                                                                  |
|                  |                  | <b>Consent</b>      | Consider approval of a resolution extending the bank depository agreement with JPMorgan Chase Bank, NA, for a two-year renewal period, declaring an effective date; and authorization for the Mayor to execute same on behalf of the Town.                                                                                                                                                                    |
|                  |                  | <b>Consent</b>      | Modify School Zones - Garden Road @ Forestwood Middle & Bridlewood - North of West Windsor.                                                                                                                                                                                                                                                                                                                   |
|                  |                  | <b>Consent</b>      | FM 1171 @ Forums Signal Change Order & Final Acceptance.                                                                                                                                                                                                                                                                                                                                                      |
|                  |                  | <b>Consent</b>      | Consider approval of emergency agreement for the construction of Bakers Branch Creek Bank Stabilization at 1601 Twilight Drive in the amount of \$126,618.00, and the construction of the scheduled CIP project for the McKamy Branch Creek Bank Stabilization at 3400 Pheasant Court, in the amount of \$32,190.00; and authorization for the Mayor to execute same on behalf of the Town.                   |
|                  |                  | <b>Consent</b>      | Consider approval of an Interlocal Agreement provided through the Harris County Department of Education with Basic IDIQ, for the construction award of a Temporary Fire Station to cover the Canyon Falls Development area, which will transition into the Western Operations and Maintenance Facility, in the amount of \$771,398.40; and authorization for the Mayor to execute same on behalf of the Town. |
|                  |                  | <b>Consent</b>      | Pintail Ground Storage Tank Final Acceptance.                                                                                                                                                                                                                                                                                                                                                                 |

|                  |                  |         |                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------|------------------|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SCHEDULED</b> | <b>3/21/2016</b> | Consent | Heritage Park Dog Park Final Acceptance.                                                                                                                                                                                                                                                                                                                                                |
|                  |                  | Consent | Consider approval of final acceptance of the Individual Parks Improvement (Cortadera, Culwell, and Leonard Johns Parks) project; authorization for final payment to 2L Construction, LLC, in the amount of \$11,816.50.                                                                                                                                                                 |
|                  |                  | Consent | Pintail Pump Station Capacity Improvements Construction Award.                                                                                                                                                                                                                                                                                                                          |
|                  |                  | Consent | ADA Transition Plan 2016 Update.                                                                                                                                                                                                                                                                                                                                                        |
|                  |                  | Consent | Twin Coves Park Improvements - TPWD Grant Agreement.                                                                                                                                                                                                                                                                                                                                    |
|                  |                  | Consent | FM 2499 @ FM 3040 Water Line Replacement Design Award.                                                                                                                                                                                                                                                                                                                                  |
|                  |                  | Regular | The second of two Public Hearings to review Chapter 50, Article III, "Offenses Regarding Minors," Division 2, "Curfew and to consider adopting a resolution continuing the current Juvenile Curfew Ordinance in effect."                                                                                                                                                                |
|                  |                  | Regular | Public Hearing to consider a request for a Specific Use Permit No. 438 (SUP15-0009 -Hawk Road Cell Tower) to permit a new communication tower and to consider adopting an ordinance providing for said amendment. The property is located at 6901 Hawk Road. (PZ recommended approval by a vote of 5-0-1 abstention at its 12/14/15, meeting.) (Item tabled to March 21, 2016, meeting) |
|                  |                  | Regular | Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, Series 2016, 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.                                               |
| <b>4/4/2016</b>  |                  | Consent | Consider approval of the minutes from a work session of the Town Council held on March 17, 2016.                                                                                                                                                                                                                                                                                        |
|                  |                  | Consent | Consider approval of the minutes from a regular meeting of the Town Council held on March 21, 2016.                                                                                                                                                                                                                                                                                     |
|                  |                  | Consent | Regency Park Booster Pump Station Change Order 3 and Final Acceptance.                                                                                                                                                                                                                                                                                                                  |
|                  |                  | Consent | Oak Street Lift Station & Force Main Change Order 2.                                                                                                                                                                                                                                                                                                                                    |
|                  |                  | Consent | Long Prairie 12-Inch Water Line Section 2 Construction Award.                                                                                                                                                                                                                                                                                                                           |
|                  |                  | Consent | Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive) Design Award.                                                                                                                                                                                                                                                                                                 |
|                  |                  | Consent | Raintree 12-Inch Water Line Change Order 1 and Final Acceptance.                                                                                                                                                                                                                                                                                                                        |

|                  |           |         |                                                                                                                                                                                                                                        |
|------------------|-----------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SCHEDULED</b> | 4/18/2016 | Consent | Consider approval of the minutes from a regular meeting of the Town Council held on April 4, 2016.                                                                                                                                     |
|                  |           | Consent | Long Prairie 12-Inch Water Line Section 2 Testing Award.                                                                                                                                                                               |
|                  |           | Consent | 2015 Street Reconstruction Construction Award.                                                                                                                                                                                         |
|                  |           | Consent | FM 2499 / Gerault Drainage and Intersection Construction Award.                                                                                                                                                                        |
|                  |           | Consent | Sheffield Court & Colonial Drive Reconstruction Construction Award.                                                                                                                                                                    |
|                  |           | Consent | Forest Vista Reconstruction Phase I Construction Award.                                                                                                                                                                                |
|                  |           | Consent | Western Pump Station Change Order 9 and Final Acceptance.                                                                                                                                                                              |
|                  |           | Consent | FM 2499 @ Lakeside Intersection Improvements Final Acceptance.                                                                                                                                                                         |
|                  |           | Consent | Timber Creek Road Improvements.                                                                                                                                                                                                        |
|                  | 5/2/2016  | Consent | Consider approval of the minutes from a regular meeting of the Town Council held on April 18, 2016.                                                                                                                                    |
|                  |           | Consent | Consider approval of the minutes from a work session of the Town Council held on April 21, 2016.                                                                                                                                       |
|                  |           | Consent | 2015 Street Reconstruction Testing Award.                                                                                                                                                                                              |
|                  |           | Consent | Forest Vista Reconstruction Phase I Testing Award.                                                                                                                                                                                     |
|                  |           | Consent | Oak Street Lift Station and Force Main Final Acceptance.                                                                                                                                                                               |
|                  | 5/16/2016 | Consent | Consider approval of an ordinance canvassing and declaring the results of a general election held May 7, 2016, for the purpose of electing the offices of Mayor, Town Council Place 1, Town Council Place 2, and Town Council Place 4. |
|                  | 7/18/2016 | Consent | Professional Engineering Services Selection.                                                                                                                                                                                           |
|                  |           | Consent | Material Testing Services Selection.                                                                                                                                                                                                   |
| <b>FUTURE</b>    |           | Consent | FM 2499 12-Inch Water Line Phase III Construction Award.                                                                                                                                                                               |

|        |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FUTURE | Consent | Consider adoption of an ordinance granting to Oncor Electric Delivery Company LLC, its successors and assigns, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the Town of Flower Mound, Texas, providing for compensation therefor, providing for an effective date and a term of said franchise, providing for written acceptance of this franchise, providing for the repeal of all existing franchise ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns, and finding that the meetings at which this ordinance is passed is open to the public. |
|        | Consent | FM 2499 @ FM 3040 Water Line Replacement Construction Award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|        | Consent | Bakersfield Bridge Erosion Construction Award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|        | Consent | FM 2499 12-Inch Water Line Phase III Testing Award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|        | Regular | Farmers Market Ordinance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|        | Regular | Tree Removal Permit- The Conservatory                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |