

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

MAY 2, 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

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

Led by Girl Scout Troop #4773

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

D. PRESENTATIONS

1. Certificate of Recognition to FM Fire Department
2. Certificate of Achievement FM High School Girls' Soccer Team – State Champions
3. Recognition of CoServ for funding the new Utility Terrain Vehicle (UTV)
4. Motorcycle Safety and Awareness Month (May) Proclamation
5. Proclamation for Children's Mental Health Awareness Day in Denton County

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. Discussion on Fire Department involvement with maintenance of The Mound.

Town Council Meeting Agenda

May 2, 2016

Page 2

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).

1. Discussion on Parkside at Woodlake Phase 2 development, the property is generally located south of Rembert Drive and west of Long Prairie Road.

I. COORDINATION OF CALENDARS

1. The next Town Council meeting is a scheduled for May 16, 2016.

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 4/18** - Consider approval of the minutes from a regular meeting of the Town Council held on April 18, 2016.
2. **Minutes 4/21** - Consider approval of the minutes from a special meeting of the Town Council held on April 21, 2016.
3. **Western pump station** - Consider approval for the final acceptance of the Western Pump Station Phase I project and authorization of final payment to the contractor, Crescent Constructors, Inc., in the amount of \$510,994.66.
4. **CIP amendment** - Consider approval of Amendment No. 4 to the Fiscal Year 2015-2016 Capital Improvement Program.
5. **Forest Vista Reconstruction PSA** - Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Forest Vista Reconstruction Phase I project, in the amount of \$29,817.50; and authorization for the Mayor to execute same on behalf of the Town.
6. **Forest Vista Reconstruction bid award** - Consider approval of the award of Bid No. 2016-49 to TISEO Paving Company, Inc., for the Forest Vista Reconstruction Phase I project, in the amount of \$3,012,867.70; and authorization for the Mayor to execute same on behalf of the Town.
7. **Dog Park final acceptance** - Consider approval of final acceptance of the Heritage Park of Flower Mound Phase II project, Dog Park section, and authorization for final payment to 2L Construction, LLC., in the amount of \$3,000.00.
8. **Shady Point Acres PSA** - Consider approval of a Professional Services Agreement for the design phase services of the Shady Point Acres Water Line Replacement project, with Wade Trim, Inc., for \$128,629.00; and authorization for the Mayor to execute same on behalf of the Town.

Town Council Meeting Agenda

May 2, 2016

Page 3

9. **Raintree Water Line** - Consider approval of Change Order No. 1, for an increase in the amount of \$676.45, the final acceptance of the Raintree 12-inch Water Line project, and authorization of final payment to the contractor, Wilson Contractor Services, LLC., in the amount of \$36,615.69; and authorization for the Mayor to execute on behalf of the Town.
10. **Individual Park Improvements** - Consider approval of final acceptance of the Individual Park Improvements project for Westchester, Glenwick, and Northshore Parks, and authorization for final payment to Wall Enterprises, in the amount of \$6,964.68.
11. **Timber Creek Park Playground** - Consider approval of the purchase and installation of play equipment for the Timber Creek Park Playground project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$179,096.00.
12. **Farm Lease** - Consider approval of Farm Lease between the Town of Flower Mound and the Wayne Haynes Estate, for the Lease of Town Property located at 10300 Dunham Road; and authorization for the Mayor to execute same on behalf of the Town.
13. **Farmers Market** - Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound by amending Appendix A "Fee Schedule", relative to adding a permit fee for farmers' market applications.

K. REGULAR ITEMS

14. **Solid waste ordinance** **Public Hearing**
Public Hearing to consider adopting on first reading an ordinance of the Town Council of the Town of Flower Mound, Texas, granting a franchise to operate and maintain the service of solid waste and recycling collection and hauling over, upon, along, and across the present and future streets, alleys, bridges, and public properties of the Town of Flower Mound, Texas; providing regulations for the operation of said services, and all matters incident and related thereto.
15. **West Accessory Dwelling (SUP16-0002)** **Public Hearing**
Public Hearing to consider a request for a Specific Use Permit No. 444 (SUP16-0002 – West Accessory Dwelling) to permit an accessory dwelling, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Post Oak Road and south of Cross Timbers Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its April 25, 2016, meeting.)*

Town Council Meeting Agenda

May 2, 2016

Page 4

16. Oak Drive Outdoor Lighting

Public Hearing

Public Hearing to consider a request for a waiver to Section 82-275 of the Town's Code of Ordinances to allow outdoor lighting for a private recreational facility (MISC16-0002 – 900 Oak Drive). The property is located at 900 Oak Drive. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its April 25, 2016, meeting.)*

L. BOARDS/COMMISSIONS

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.
- d. Consultation with Attorney as follows:
 1. Official request for information

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.

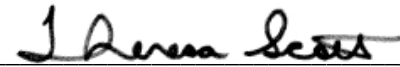
Town Council Meeting Agenda

May 2, 2016

Page 5

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: April 28, 2016, at 5:00 p.m., at least 72 hours prior to the scheduled time of said meeting.

A handwritten signature in black ink, appearing to read "Theresa Scott", written over a horizontal line.

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

DATE: May 2, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on April 18, 2016.

BACKGROUND INFORMATION: The Town Council held a regular meeting on April 18, 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 April 18, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 18, 2016 BOOK 44 PAGE 93**THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 18TH DAY OF APRIL 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 (left at 9:33 p.m.)
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
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Eric Greaser	Fire Chief
Mark Wood	Director of Economic Development
Tracy Knierim	Executive Director of Community Relations
Shelly Putnam	Customer Relations Manager

A. CALL REGULAR MEETING TO ORDER

Mayor Hayden called the regular meeting to order at 6:01 p.m.

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

Chaplain Mike Liles gave the invocation Mayor Hayden led the pledges.

D. PRESENTATIONS

1. 'Stork Award' Presentation for Fire Department.

Mayor Hayden presented certificates of appreciation to each firefighter who participated in the recent delivery of baby Bennet Etheridge. Chief Greaser offered comments about the contributions of emergency responder personnel.

E. 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 form</i>)
1.	Felipe Delgado, 7400 Lost Creek	Previous agenda item – development of 2601 Rembert Dr
2.	Jason Webb, 2445 Creekhaven	Southgate and upcoming election

3.	Paul Stone, 709 Lake Bluff Dr	Expression of thanks for Town staff, Kirkpatrick Phase III CIP item, Southgate
4.	Kevin Adams, 5212 Colonial Dr	Flower Mound Youth Football Association (FMYFA)
5.	Dan Murphy, 2121 Kings Forest Ln	FMYFA
8.	Mark Parthie, 1400 Valley Ridge, Lewisville	Youth football league provider
9.	Charlie Simpson, 1124 Sugarberry Ln	FMYFA
10.	Austin Buck, 1006 League Rd	Youth Flower Mound football
11.	Daniel Chilton, 3801 Vicks Berry Trl	FMYFA
12.	Caden Graef, 4904 Haley Dr	FMYFA Fields
13.	Dave Paxton, 3705 Kenmere Ct	FMYFA
14.	Jeb Miller, 1521 Superior Pl	FMYFA
15.	Al Zwanenburg, 6405 Lakeside	FMYFA
16.	Jim Engel, 5110 Bayberry St	Southgate/residential component
17.	Janvier Scott, 2829 Bob White	Southgate DP15 - 0611

Mayor Pro Tem Dixon offered a statement of fact regarding the decision making process associated with the selection of a provider for the use of the fields.

Mayor Hayden offered a statement of fact regarding the Southgate development and the residential component.

Mr. Meredith responded to a question from Mayor Hayden as a result of statements made during public participation related to the Town's tree ordinance, and more specifically, property owner rights.

F. ANNOUNCEMENTS

Mayor Pro Tem Dixon reported that the Flower Mound High School girls' soccer team won state.

Councilmember Bryant offered the following announcements:

- upcoming Chamber business expo and candidate forum
- Charter Review Commission underway

Councilmember Webb reported early voting and election day dates, locations, and times.

G. TOWN MANAGER'S REPORT

Update and discussion on:

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

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

- Fairway Drive road closure
- FM 1171, West of Highway 377, will be temporarily closed tomorrow

2. Update and discussion on Economic Development projects.

Mr. Stathatos gave an update on the following ED projects:

- Farmers Market and discussions with a potential vendor
- Worldpac coming to Flower Mound
- Gloria's opened last week

H. FUTURE AGENDA ITEMS

1. Deputy Mayor Pro Tem Gelbman requested the following future agenda items:
 - Tree ordinance update as a result of the joint meeting with Council and the ECC
 - Interest in having bullet proof vests for the Town's firefighters for use in responding to calls for service

I. COORDINATION OF CALENDARS

Mayor Hayden announced that the next Town Council meeting is a scheduled for April 21st, which is a Meet & Greet Board/Commission Interview Session (Candidates for the boards of P & Z, ECC, and Transportation only) to fill a vacancy in each of those boards.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on April 4, 2016.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on April 4, 2016.

2. Consider approval of the Professional Services Agreement with Alliance Geotechnical Group, for the materials testing associated with the Long Prairie 12-Inch Water Line project in the amount of \$17,481.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve the Professional Services Agreement with Alliance Geotechnical Group, for the materials testing associated with the Long Prairie 12-Inch Water Line project in the amount of \$17,481.00; and authorization for the Mayor to execute same on behalf of the Town.

3. Consider approval of a Professional Services Agreement for the design phase services of the Upper Timber Creek Interceptor Phase III project, with Kimley-Horn and Associates, Inc., for \$134,500.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Professional Services Agreement for the design phase services of the Upper Timber Creek Interceptor Phase III project, with Kimley-Horn and Associates, Inc., for \$134,500.00; and authorization for the Mayor to execute same on behalf of the Town.

4. Consider approval of Bid No. 2016-47, for the Sheffield Court & Colonial Drive Reconstruction projects, to 3D Paving and Contracting, LLC., in the amount of \$814,590.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve Bid No. 2016-47, for the Sheffield Court & Colonial Drive Reconstruction projects, to 3D Paving and Contracting, LLC., in the amount of \$814,590.00; and authorize the Mayor to execute same on behalf of the Town.

5. Consider approval of the award of Bid No. 2016-42 to XIT Paving and Construction, Inc., for the Timber Creek Road project, in the amount of \$595,946.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to award Bid No. 2016-42 to XIT Paving and Construction, Inc., for the Timber Creek Road project, in the amount of \$595,946.00; and authorize the Mayor to execute same on behalf of the Town.

6. Consider approval of final acceptance of the Regency Park Booster Pump Station project, and authorization for final payment to Rey Mar Construction in the amount of \$46,221.17.

RECOMMENDATION: Move to approve final acceptance of the Regency Park Booster Pump Station project, and authorize final payment to Rey Mar Construction in the amount of \$46,221.17.

Mayor Pro Tem Dixon moved to approve by consent Items 1 – 6. Deputy Mayor Pro Tem Gelbman 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

K. REGULAR ITEMS

7. Public Hearing to consider adopting on first reading an ordinance of the Town Council of the Town of Flower Mound, Texas, granting a franchise to operate and maintain the service of solid waste and recycling collection and hauling over, upon, along, and across the present and future streets, alleys, bridges, and public properties of the Town of Flower Mound, Texas; providing regulations for the operation of said services, and all matters incident and related thereto.

Staff Presentation

Ms. Knierim gave a presentation identifying or noting:

- Current service level
 - o Waste & recycling
 - o Bulk/brush
 - o Household hazardous waste/electronics
 - o Excess bulk waste - aka "pay pile"
 - o Landfill access
 - o \$75,000 customer relations annual contribution
 - o 20 complimentary 30 yard roll-offs per year
 - o \$5,000 annual contribution to KFMB
- Request for proposal process
- Additional requests made with the RFP
- Evaluation committee rankings
- Required readings at regular council meetings and timing concerns
- Franchise term

Ms. Knierim or Ms. Putnam responded to questions from Council as follows:

- Recycling programs as it relates to businesses
- Base rate fluctuations
- Evaluation criteria, and more specifically as it relates to cost
- Was the evaluation based primarily on residential , or did commercial play a significant role
- If there was ample time for the providers to come back
- Who does LISD use for waste services
- How the scores were tallied to get to the total points of 57
- Commercial costs
- Base rate versus pass through rate

Mr. Meredith responded to questions from Council as follows:

- Procurement methods
- Timing associated with the reading of the franchise
- Termination clause

Applicant Presentation

Three solid waste service providers gave a presentation highlighting why they should be awarded the solid waste contract for the Town:

1. President Greg Roemer, Community Waste Disposal
 - Company background information
 - Customer service
 - Benefits they could bring to the Town
 - Recycling opportunities
 - Privately owned and operated
 - Ranking

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 18, 2016 BOOK 44 PAGE 98

Mr. Roemer responded to questions from Council as follows:

- Concerns regarding negative publicity associated with a contract in the City of Frisco
2. Jonathan Kissel, Director of Operations, and Jeri Harwell, Municipal Services Manager, Allied Waste/Republic Services
 - Overview of company and resources
 - Local representation
 - Proposed services – residential
 - Landfill access
 - Trash pickup would conclude in early evening
 - Background checks are conducted for their employees
 - Disaster recovery
 3. Thomas (TJ) Gilmore, Public Sector Representative, Waste Management
 - Company background and experience
 - Accomplishments
 - Recycle education program
 - Customer service
 - Why they believe they are uniquely qualified to serve Flower Mound in the future
 - An outline of their proposal
 - Ranking impacts

Mr. Gilmore responded to the following questions:

- What happened that caused the recent situation where the Town's recyclables went into the landfill instead of the recycling facility
- What is driving the significant cost increase

Each provider responded to some or all of the following questions from Council:

- Where is the landfill and what is the cost
- Are there benefits associated with a lease versus land ownership associated with the landfill
- What is the cost for a secondary cart
- How many trucks will be dedicated for use in the Town of Flower Mound, and if that figure includes recycling and commercial trucks
- Is there ample resources in the event of mechanical issues or in the event of a significant storm
- Will there be a dedicated supervisor who will be responsible to the Town of Flower Mound
- What assurances can the Town have with respect to recyclables being handled properly and that they will not end up in the landfill
- Define what a green waste program means, and what is the cost for that service
- How would the hazardous waste program work
- If green waste is approved, will there be an additional truck going through for that
- Recycling services for commercial customers

- Will the collection dates be the same
- What time of day are the trucks completed with their routes
- If trash, recyclables, and bulk is all collected in the same day
- Transition plan
- Time needed to acquire trucks should they be awarded a contract
- If the background checks are for both the drivers and helpers

There was Council discussion related to:

Things they like:

- New equipment
- Trucks finish at a specific time
- Single day for all collections
- Unlimited weekly bundling of green waste
- Loose green waste (no bundling)
- Free landfill trip
- Expectations
- E Waste and Hazardous pick up seemed the same for all
- How received feedback from residents that they miss the one monthly visit to the landfill
- Important not to just pick the cheapest – need to have more of an understanding as to what the residents want

Interest in knowing more about:

- Commercial element being weighed in
- Transition plan (from the providers – with the exception of Waste Management)

Mayor Hayden opened the Public Hearing at 8:56 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.*

Question(s)/Comments Only
Paul Stone, 709 Lake Bluff Dr (concerns regarding the location of transfer station, and who gets the \$1 senior discount – the Town or does it flow down to the seniors)
Jason Webb, 2445 Creekhaven (concerns regarding hidden costs that have not been matrixed in, and do all companies conduct background checks on their drivers)
Jim Engle, 5710 Bayberry, (lead time needed as it relates to acquiring trucks)

Mayor Hayden closed the Public Hearing at 9:02 p.m.

Each provider offered closing remarks as to why they should be awarded the contract.

Mayor Pro Tem Dixon suggested providers follow up with the Town Manager for

communication with Council relative to clarification on their proposals based on the feedback received.

Councilmember Webb moved to postpone the first reading of the ordinance to May 2, 2016. Councilmember Bryant seconded the motion.

VOTE ON MOTION:

Motion passed.

AYES: WISE, WEBB, BRYANT, DIXON, GELBMAN

NAYS: NONE

Town Council recessed at 9:24 p.m. and reconvened at 9:33 p.m.

8. Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Lisanti Foodservice of Texas, Inc., and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Mr. Wood gave a presentation identifying or noting:

- Opportunity outline
- General location of building they are considering to buy
- What the 380 Agreement provides for
- Cost benefit for the Town

Applicant Presentation

Joe Lisanti, Lisanti Foodservice of Texas

Mr. Lisanti gave background information on his company.

Mayor Pro Tem Dixon opened the Public Hearing at 9:38 p.m. No one spoke in support or opposition of the item. Mayor Pro Tem Dixon closed the Public Hearing at 9:38 p.m.

Councilmember Webb moved to approve a Chapter 380 Agreement between the Town of Flower Mound and Lisanti Foodservice of Texas, Inc., and authorize the Mayor to execute same on behalf of the Town. Councilmember Bryant seconded the motion.

VOTE ON MOTION:

Motion passed.

AYES: GELBMAN, DIXON, BRYANT, WEBB, WISE

NAYS: NONE

9. Consider a request for a Development Plan (DP15-0011 – Southgate) to develop a residential subdivision. The property is generally located west and east of Gerault Road and north of Long Prairie Road. (*The Planning and Zoning Commission recommended approval by a vote of 5 to 0 with 1 abstention at its April 11, 2016, meeting.*)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Detailed location
- Land use and zoning
- Concept plan
- Development plan
- Typical lot dimensions

Mr. Powell or Mr. Meredith responded to questions from Council related to:

- What the plan represents
- What was the previous residential component when it was presented in the past
- Why is the item coming before Council

There was Council discussion related to:

- Topography
- How the review this evening is concentrated on the development plan and how the property should be used
- Zoning and land use was previously approved
- Location concerns relative to the residential component; however, limited to what can be done
- How the item is primarily administrative

Councilmember Bryant moved to approve a Development Plan (DP15-0011 – Southgate) to develop a residential subdivision. Councilmember Webb seconded the motion.

VOTE ON MOTION:

Motion passed.

AYES: WISE, WEBB, BRYANT, DIXON

NAYS: GELBMAN

Mr. Meredith responded to a question relative to consequences should there have been two nay votes on this item.

10. Consider a request for a Site Plan (SP15-0030 – Wells Fargo) to develop a banking facility, with a request for a deviation to the required parking standard pursuant to Section 82-73 of the Code of Ordinances. The property is generally located north of Flower Mound Road and west of Long Prairie Road. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 11, 2016, meeting.*)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- General location
- Detailed location
- Land use and zoning
- Photos of the site
- Site plan and the reason why it's coming before council (parking)

- Elevations

Applicant Presentation

Craig Carden, Core States Group and Adam Deal, Wells Fargo

Mr. Carden and Mr. Deal gave a presentation identifying or noting:

- Proposed project and what the application is for
- Parking analysis, parking mitigation
- Landscape plan

Mr. Carden or Mr. Deal responded to questions from Council as follows:

- Will this be a relocation for Wells Fargo from Chaparral plaza
- Clarification regarding the LEED certification
- Interested in knowing the issues with the Town's development standards that hindered building a LEED certified building
- If you had not been required to have a pitched roof would you have been able to do the net zero building
- Why not using pervious concrete for all of the parking area

Deputy Mayor Pro Tem Gelbman moved to approve a Chapter 380 Agreement between the Town of Flower Mound and Lisanti Foodservice of Texas, Inc., and authorize the Mayor to execute same on behalf of the Town. Councilmember Bryant seconded the motion.

VOTE ON MOTION:

Motion passed.

AYES: GELBMAN, DIXON, BRYANT, WEBB, WISE

NAYS: NONE

L. BOARDS/COMMISSIONS

11. Consider approval of the creation and appointment of the Veterans Liaison position.

Staff Presentation

Ms. Scott provided background information about the position. Councilmember Bryant provided additional information, and further outlined the purpose and role of the position. He also suggested that Council consider Mr. Douglas Brown for the position.

Councilmember Bryant moved to approve the creation, and appointment of Douglas Brown, to the voluntary board position of Veterans Liaison for the Town of Flower Mound, and define the terms and duties of the position. Deputy Mayor Pro Tem Gelbman seconded the motion.

There was some discussion relative to criteria and qualifications for the position.

At the request of Council, Mr. Brown confirmed his interest in serving.

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

12. Consider approval of a nomination of a candidate for appointment to the Denco Area 9-1-1 District Board of Managers.

Staff Presentation

Ms. Scott provided background information about the purpose of the item.

Deputy Mayor Pro Tem Gelbman indicated he would be interested in being a nominee for this board.

There was consensus of Council to put out a call for applicants for a nominee for this board. There was some discussion regarding the legality of a member of Council serving on this board. The Town Attorney will look into that and offer a response at a future date.

No Council action taken.

M./N. CLOSED/OPEN MEETING

The Town Council did not convene into a closed meeting, therefore no action was taken.

O. ADJOURN REGULAR MEETING

Mayor Pro Tem Dixon adjourned the meeting at 10:06 p.m. on Monday, April 18, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

THIS PAGE WAS INTENTIONALLY LEFT BLANK



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: May 2, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a special meeting of the Town Council held on April 21, 2016.

BACKGROUND INFORMATION: The Town Council held a special meeting on April 21, 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 special meeting of the Town Council held on April 21, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 21, 2016 BOOK 44 PAGE 105

THE FLOWER MOUND TOWN COUNCIL SPECIAL MEETING HELD ON THE 21ST DAY OF APRIL, 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 special meeting with the following members present:

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

With the following members absent:

Steve Dixon	Mayor Pro Tem
-------------	---------------

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

Theresa Scott	Town Secretary
---------------	----------------

A. CALL MEETING TO ORDER

Mayor Hayden called the special meeting to order at 6:00 p.m. and outlined the format that will be used for the interview process.

B. BOARDS/COMMISSIONS

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

Town Council conducted open interviews with applicants that were interested in serving on a board or commission, and more specifically ECC, P & Z, and the Transportation Commission.

For the Transportation Commission Councilmember Wise moved to appoint Ben Torres, to Place 8, Alternate, effective immediately, and ending on September 30, 2016. Councilmember Bryant seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: WISE, WEBB, BRYANT, GELBMAN

NAYS: NONE

ABSENT: DIXON

For the Environmental Conservation Commission Councilmember Webb moved to appoint Thomas Bailey, to Place 8, Alternate, effective immediately, and ending on September 30, 2016. Councilmember Bryant seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, BRYANT, WEBB, WISE****NAYS: NONE****ABSENT: DIXON****C./D. CLOSED/OPEN MEETING**

The Town Council convened into a closed meeting pursuant to Texas Government Code Chapter 551.074 at 6:55 p.m. to discuss matters relating to personnel, and reconvened into an open meeting at 7:03 p.m. on April 21, 2016, to take action on the items as follows:

- a. Conduct interviews and 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**.

For the Planning & Zoning Commission Councilmember Bryant moved to appoint Al Linley, to Place 8, Alternate, effective immediately, and ending on September 30, 2016, and with the understanding that this position also serves on the Capital Improvement Advisory Committee and the SMART Growth Commission. Councilmember Webb seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: WISE, WEBB, BRANT, GELBMAN****NAYS: NONE****ABSENT: DIXON****E. ADJOURN SPECIAL MEETING**

Mayor Hayden adjourned the special meeting at 7:05 p.m. on Thursday, April 21, 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. 3

CONSENT ITEM

DATE: May 2, 2016

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

ITEM: Consider approval for the final acceptance of the Western Pump Station Phase I project and authorization of final payment to the contractor, Crescent Constructors, Inc., in the amount of \$510,994.66.

BACKGROUND INFORMATION: The Western Pump Station Phase I project is complete and included the construction of a 26 MGD Pump Station and a 5 MG Ground Storage Tank. The project is located adjacent to Stonecrest Road, just east of the Canyon Falls development. Final payment to Crescent Constructors, Inc. in the amount of \$510,994.66 is the release of the retainage, for a final contract amount of \$ 10,221,827.75.

FISCAL IMPACT: \$510,994.66

Proposed Expenditure:	Account Number(s):
\$510,994.66	630-960-98510

Finance Review by: Tammy Wilson, Executive Director Financial Services *tw*

ATTACHMENTS:

1. Contract Estimate for Payment
2. Bills Paid Affidavit
3. Consent of Surety Company

RECOMMENDATION: Move to approve the final acceptance of the Western Pump Station Phase I project and authorization of final payment to the contractor, Crescent Constructors, Inc., in the amount of \$510,994.66.

CONTRACT ESTIMATE FOR PAYMENT

Project: Western Pump Station Phase I Estimate No.: 21 & 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
1	Pump Station, Ground Storage Tank, and Ductile Iron Yard Piping											
1-1	Bonds	LS	1.00	\$ 148,000.00	\$ 148,000.00	1.00	0.00	1.00	\$ 148,000.00	\$ -	\$ 148,000.00	100.00%
1-2	Insurances	LS	1.00	\$ 65,000.00	\$ 65,000.00	1.00	0.00	1.00	\$ 65,000.00	\$ -	\$ 65,000.00	100.00%
1-3	Staging Area Mobilization	LS	1.00	\$ 185,000.00	\$ 185,000.00	1.00	0.000	1.000	\$ 185,000.00	\$ -	\$ 185,000.00	100.00%
1-4	SWPP (Plan)	LS	1.00	\$ 3,500.00	\$ 3,500.00	1.00	0.00	1.00	\$ 3,500.00	\$ -	\$ 3,500.00	100.00%
1-5	SWPP Erosion Control (Silt Fence, etc.)	LS	1.00	\$ 7,000.00	\$ 7,000.00	1.00	0.00	1.00	\$ 7,000.00	\$ -	\$ 7,000.00	100.00%
1-6	Temporary Fence	LS	1.00	\$ 9,000.00	\$ 9,000.00	1.00	0.00	1.00	\$ 9,000.00	\$ -	\$ 9,000.00	100.00%
1-7	Discovery, Measurement, Surveying	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	0.00	1.00	\$ 10,000.00	\$ -	\$ 10,000.00	100.00%
1-8	Clear & Grub	LS	1.00	\$ 9,500.00	\$ 9,500.00	1.00	0.00	1.00	\$ 9,500.00	\$ -	\$ 9,500.00	100.00%
1-9	Strip & Store Topsoil	LS	1.00	\$ 12,250.00	\$ 12,250.00	1.00	0.00	1.00	\$ 12,250.00	\$ -	\$ 12,250.00	100.00%
1-10	GST Excavation	LS	1.00	\$ 127,200.00	\$ 127,200.00	1.00	0.00	1.00	\$ 127,200.00	\$ -	\$ 127,200.00	100.00%
1-11	GST Geotextile Fabric on Excav.Bottom	LS	1.00	\$ 9,000.00	\$ 9,000.00	1.00	0.00	1.00	\$ 9,000.00	\$ -	\$ 9,000.00	100.00%
1-12	Crushed Rock Under GST	LS	1.00	\$ 202,300.00	\$ 202,300.00	1.00	0.00	1.00	\$ 202,300.00	\$ -	\$ 202,300.00	100.00%
1-13	GST Crane Areas and Set-up Areas	LS	1.00	\$ 11,100.00	\$ 11,100.00	1.00	0.00	1.00	\$ 11,100.00	\$ -	\$ 11,100.00	100.00%
1-14	GST Dome and Wall Bed Areas	LS	1.00	\$ 6,700.00	\$ 6,700.00	1.00	0.00	1.00	\$ 6,700.00	\$ -	\$ 6,700.00	100.00%
1-15	GST All Access Road and Winding Track	LS	1.00	\$ 31,500.00	\$ 31,500.00	1.00	0.00	1.00	\$ 31,500.00	\$ -	\$ 31,500.00	100.00%
1-16	GST Underslab Inlet 90 Bend	LS	1.00	\$ 20,000.00	\$ 20,000.00	1.00	0.00	1.00	\$ 20,000.00	\$ -	\$ 20,000.00	100.00%
1-17	GST Underslab Outlet 90 Bend	LS	1.00	\$ 21,000.00	\$ 21,000.00	1.00	0.00	1.00	\$ 21,000.00	\$ -	\$ 21,000.00	100.00%
1-18	GST Design and Submittals	LS	1.00	\$ 105,000.00	\$ 105,000.00	1.00	0.00	1.00	\$ 105,000.00	\$ -	\$ 105,000.00	100.00%
1-19	GST Floor Footing Forms	LS	1.00	\$ 54,400.00	\$ 54,400.00	1.00	0.00	1.00	\$ 54,400.00	\$ -	\$ 54,400.00	100.00%
1-20	GST Floor Reinforcing Steel	LS	1.00	\$ 125,000.00	\$ 125,000.00	1.00	0.00	1.00	\$ 125,000.00	\$ -	\$ 125,000.00	100.00%
1-21	GST Floor Concrete Placement	LS	1.00	\$ 175,000.00	\$ 175,000.00	1.00	0.00	1.00	\$ 175,000.00	\$ -	\$ 175,000.00	100.00%
1-22	GST Wall Install Beds	LS	1.00	\$ 60,000.00	\$ 60,000.00	1.00	0.00	1.00	\$ 60,000.00	\$ -	\$ 60,000.00	100.00%
1-23	GST Fabricate Wall Panels	LS	1.00	\$ 260,000.00	\$ 260,000.00	1.00	0.00	1.00	\$ 260,000.00	\$ -	\$ 260,000.00	100.00%
1-24	GST Erect Panels	LS	1.00	\$ 145,000.00	\$ 145,000.00	1.00	0.00	1.00	\$ 145,000.00	\$ -	\$ 145,000.00	100.00%
1-25	GST Install Joints and Curbs	LS	1.00	\$ 57,100.00	\$ 57,100.00	1.00	0.00	1.00	\$ 57,100.00	\$ -	\$ 57,100.00	100.00%
1-26	GST Shotcrete on Diaphragm	LS	1.00	\$ 57,000.00	\$ 57,000.00	1.00	0.00	1.00	\$ 57,000.00	\$ -	\$ 57,000.00	100.00%
1-27	GST Dome Erect Falsework	LS	1.00	\$ 131,600.00	\$ 131,600.00	1.00	0.00	1.00	\$ 131,600.00	\$ -	\$ 131,600.00	100.00%
1-28	GST Dome Erect Formwork	LS	1.00	\$ 75,200.00	\$ 75,200.00	1.00	0.00	1.00	\$ 75,200.00	\$ -	\$ 75,200.00	100.00%
1-29	GST Dome Reinforcing Steel	LS	1.00	\$ 56,400.00	\$ 56,400.00	1.00	0.00	1.00	\$ 56,400.00	\$ -	\$ 56,400.00	100.00%
1-30	GST Dome Concrete	LS	1.00	\$ 94,000.00	\$ 94,000.00	1.00	0.00	1.00	\$ 94,000.00	\$ -	\$ 94,000.00	100.00%
1-31	GST Dome Remove Formwork	LS	1.00	\$ 18,800.00	\$ 18,800.00	1.00	0.00	1.00	\$ 18,800.00	\$ -	\$ 18,800.00	100.00%
1-32	GST Prestress	LS	1.00	\$ 89,300.00	\$ 89,300.00	1.00	0.00	1.00	\$ 89,300.00	\$ -	\$ 89,300.00	100.00%
1-33	GST Wire Coat	LS	1.00	\$ 37,200.00	\$ 37,200.00	1.00	0.00	1.00	\$ 37,200.00	\$ -	\$ 37,200.00	100.00%
1-34	GST Body Coat	LS	1.00	\$ 33,500.00	\$ 33,500.00	1.00	0.00	1.00	\$ 33,500.00	\$ -	\$ 33,500.00	100.00%
1-35	GST Final Coat	LS	1.00	\$ 7,400.00	\$ 7,400.00	1.00	0.00	1.00	\$ 7,400.00	\$ -	\$ 7,400.00	100.00%
1-36	GST Decorative Paint	LS	1.00	\$ 18,600.00	\$ 18,600.00	1.00	0.00	1.00	\$ 18,600.00	\$ -	\$ 18,600.00	100.00%
1-37	GST Inside Tank Piping	LS	1.00	\$ 80,000.00	\$ 80,000.00	1.00	0.00	1.00	\$ 80,000.00	\$ -	\$ 80,000.00	100.00%
1-38	GST Ladder/Hatch/Vent	LS	1.00	\$ 35,000.00	\$ 35,000.00	1.00	0.00	1.00	\$ 35,000.00	\$ -	\$ 35,000.00	100.00%
1-39	Pump Station (PS) Excavation	LS	1.00	\$ 59,800.00	\$ 59,800.00	1.00	0.00	1.00	\$ 59,800.00	\$ -	\$ 59,800.00	100.00%
1-40	Pump Station (PS) Seal Slab	LS	1.00	\$ 12,300.00	\$ 12,300.00	1.00	0.00	1.00	\$ 12,300.00	\$ -	\$ 12,300.00	100.00%
1-41	Pump Station (PS) Dewatering System	LS	1.00	\$ 4,100.00	\$ 4,100.00	1.00	0.00	1.00	\$ 4,100.00	\$ -	\$ 4,100.00	100.00%
1-42	Pump Station (PS) Bottom Slab Forms	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	0.00	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	100.00%
1-43	Pump Station (PS) Bottom Slab Rebar	LS	1.00	\$ 90,000.00	\$ 90,000.00	1.00	0.00	1.00	\$ 90,000.00	\$ -	\$ 90,000.00	100.00%
1-44	Pump Station (PS) Bottom Slab Concrete	LS	1.00	\$ 110,000.00	\$ 110,000.00	1.00	0.00	1.00	\$ 110,000.00	\$ -	\$ 110,000.00	100.00%
1-45	Pump Station (PS) Basement Wall Forms	LS	1.00	\$ 135,700.00	\$ 135,700.00	1.00	0.00	1.00	\$ 135,700.00	\$ -	\$ 135,700.00	100.00%
1-46	Pump Station (PS) Basement Wall Rebar	LS	1.00	\$ 67,300.00	\$ 67,300.00	1.00	0.00	1.00	\$ 67,300.00	\$ -	\$ 67,300.00	100.00%
1-47	Pump Station (PS) Basement Wall Conc	LS	1.00	\$ 69,300.00	\$ 69,300.00	1.00	0.00	1.00	\$ 69,300.00	\$ -	\$ 69,300.00	100.00%
1-48	Pump Station (PS) Basement Col Forms	LS	1.00	\$ 4,500.00	\$ 4,500.00	1.00	0.00	1.00	\$ 4,500.00	\$ -	\$ 4,500.00	100.00%
1-49	Pump Station (PS) Basement Col Rebar	LS	1.00	\$ 3,900.00	\$ 3,900.00	1.00	0.00	1.00	\$ 3,900.00	\$ -	\$ 3,900.00	100.00%
1-50	Pump Station (PS) Basement Col Conc	LS	1.00	\$ 3,600.00	\$ 3,600.00	1.00	0.00	1.00	\$ 3,600.00	\$ -	\$ 3,600.00	100.00%

CONTRACT ESTIMATE FOR PAYMENT

Project: Western Pump Station Phase I Estimate No.: 21 & 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
1-51	Pump Station (PS) Deck Forms	LS	1.00	\$ 128,000.00	\$ 128,000.00	1.00	0.00	1.00	\$ 128,000.00	\$ -	\$ 128,000.00	100.00%
1-52	Pump Station (PS) Deck Rebar	LS	1.00	\$ 74,000.00	\$ 74,000.00	1.00	0.00	1.00	\$ 74,000.00	\$ -	\$ 74,000.00	100.00%
1-53	Pump Station (PS) Deck Concrete	LS	1.00	\$ 58,000.00	\$ 58,000.00	1.00	0.00	1.00	\$ 58,000.00	\$ -	\$ 58,000.00	100.00%
1-54	Pump Station (PS) Dcharge Wall Forms	LS	1.00	\$ 11,700.00	\$ 11,700.00	1.00	0.00	1.00	\$ 11,700.00	\$ -	\$ 11,700.00	100.00%
1-55	Pump Station (PS) Dcharge Wall Rebar	LS	1.00	\$ 4,600.00	\$ 4,600.00	1.00	0.00	1.00	\$ 4,600.00	\$ -	\$ 4,600.00	100.00%
1-56	Pump Station (PS) Dcharge Wall Conc	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	0.00	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	100.00%
1-57	Pump Station (PS) Pilaster Forms	LS	1.00	\$ 33,000.00	\$ 33,000.00	1.00	0.00	1.00	\$ 33,000.00	\$ -	\$ 33,000.00	100.00%
1-58	Pump Station (PS) Pilaster Rebar	LS	1.00	\$ 8,000.00	\$ 8,000.00	1.00	0.00	1.00	\$ 8,000.00	\$ -	\$ 8,000.00	100.00%
1-59	Pump Station (PS) Pilaster Conc	LS	1.00	\$ 7,500.00	\$ 7,500.00	1.00	0.00	1.00	\$ 7,500.00	\$ -	\$ 7,500.00	100.00%
1-60	Pump Station (PS) Pump Pads F/R/C	LS	1.00	\$ 9,000.00	\$ 9,000.00	1.00	0.00	1.00	\$ 9,000.00	\$ -	\$ 9,000.00	100.00%
1-61	Pump Station (PS) Elec Rm Slab F/R/C	LS	1.00	\$ 17,500.00	\$ 17,500.00	1.00	0.00	1.00	\$ 17,500.00	\$ -	\$ 17,500.00	100.00%
1-62	Pump Station (PS)Mezzanine Slab F/R/C	LS	1.00	\$ 5,200.00	\$ 5,200.00	1.00	0.00	1.00	\$ 5,200.00	\$ -	\$ 5,200.00	100.00%
1-63	Backfill Pump Station Walls	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	0.00	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	100.00%
1-64	Pump Station Masonry Mock Up Panel	LS	1.00	\$ 1,200.00	\$ 1,200.00	1.00	0.00	1.00	\$ 1,200.00	\$ -	\$ 1,200.00	100.00%
1-65	Pump Station Masonry CMU	LS	1.00	\$ 72,500.00	\$ 72,500.00	1.00	0.00	1.00	\$ 72,500.00	\$ -	\$ 72,500.00	100.00%
1-66	Pump Station Masonry Face Brick	LS	1.00	\$ 27,500.00	\$ 27,500.00	1.00	0.00	1.00	\$ 27,500.00	\$ -	\$ 27,500.00	100.00%
1-67	Pump Station Masonry Cast Sone	LS	1.00	\$ 43,000.00	\$ 43,000.00	1.00	0.00	1.00	\$ 43,000.00	\$ -	\$ 43,000.00	100.00%
1-68	Pump Station Masonry Stone	LS	1.00	\$ 37,500.00	\$ 37,500.00	1.00	0.00	1.00	\$ 37,500.00	\$ -	\$ 37,500.00	100.00%
1-69	Pump Station Embedded Steel Angles	LS	1.00	\$ 3,200.00	\$ 3,200.00	1.00	0.00	1.00	\$ 3,200.00	\$ -	\$ 3,200.00	100.00%
1-70	Pump Station Caged Ladder	LS	1.00	\$ 2,100.00	\$ 2,100.00	1.00	0.00	1.00	\$ 2,100.00	\$ -	\$ 2,100.00	100.00%
1-71	Pump Station CMU Steel (A1 & A5)	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	0.00	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	100.00%
1-72	Pump Station Window Lintels (A2)	LS	1.00	\$ 3,300.00	\$ 3,300.00	1.00	0.00	1.00	\$ 3,300.00	\$ -	\$ 3,300.00	100.00%
1-73	Pump Station Stairs (A4)	LS	1.00	\$ 4,500.00	\$ 4,500.00	1.00	0.00	1.00	\$ 4,500.00	\$ -	\$ 4,500.00	100.00%
1-74	Pump Station Guardrail (A4)	LS	1.00	\$ 10,100.00	\$ 10,100.00	1.00	0.00	1.00	\$ 10,100.00	\$ -	\$ 10,100.00	100.00%
1-75	Pump Station Guardrail @ Mezz (A4)	LS	1.00	\$ 3,500.00	\$ 3,500.00	1.00	0.00	1.00	\$ 3,500.00	\$ -	\$ 3,500.00	100.00%
1-76	Pump Station Overhead Door Lintel (A5)	LS	1.00	\$ 2,900.00	\$ 2,900.00	1.00	0.00	1.00	\$ 2,900.00	\$ -	\$ 2,900.00	100.00%
1-77	Pump Station Beams & Channels (S2)	LS	1.00	\$ 145,000.00	\$ 145,000.00	1.00	0.00	1.00	\$ 145,000.00	\$ -	\$ 145,000.00	100.00%
1-78	Pump Station Trusses (S6)	LS	1.00	\$ 126,500.00	\$ 126,500.00	1.00	0.00	1.00	\$ 126,500.00	\$ -	\$ 126,500.00	100.00%
1-79	Pump Station Mezzanine Steel (S6)	LS	1.00	\$ 10,900.00	\$ 10,900.00	1.00	0.00	1.00	\$ 10,900.00	\$ -	\$ 10,900.00	100.00%
1-80	Pump Station Decking	LS	1.00	\$ 29,400.00	\$ 29,400.00	1.00	0.00	1.00	\$ 29,400.00	\$ -	\$ 29,400.00	100.00%
1-81	Pump Station Grating	LS	1.00	\$ 4,000.00	\$ 4,000.00	1.00	0.00	1.00	\$ 4,000.00	\$ -	\$ 4,000.00	100.00%
1-82	Pump Station Hatch	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	0.00	1.00	\$ 2,000.00	\$ -	\$ 2,000.00	100.00%
1-83	Pump Station Standing Seam Roof	LS	1.00	\$ 76,200.00	\$ 76,200.00	1.00	0.00	1.00	\$ 76,200.00	\$ -	\$ 76,200.00	100.00%
1-84	Pump Station Misc.Framing, Caulk, Insul	LS	1.00	\$ 11,200.00	\$ 11,200.00	1.00	0.00	1.00	\$ 11,200.00	\$ -	\$ 11,200.00	100.00%
1-85	Pump Station Doors, Frames, & Hware	LS	1.00	\$ 18,500.00	\$ 18,500.00	1.00	0.00	1.00	\$ 18,500.00	\$ -	\$ 18,500.00	100.00%
1-86	Pump Station Overhead Doors	LS	1.00	\$ 12,600.00	\$ 12,600.00	1.00	0.00	1.00	\$ 12,600.00	\$ -	\$ 12,600.00	100.00%
1-87	Pump Station Aluminum Windows	LS	1.00	\$ 40,500.00	\$ 40,500.00	1.00	0.00	1.00	\$ 40,500.00	\$ -	\$ 40,500.00	100.00%
1-88	Pump Station Bridge Crane	LS	1.00	\$ 46,500.00	\$ 46,500.00	1.00	0.00	1.00	\$ 46,500.00	\$ -	\$ 46,500.00	100.00%
1-89	Pump Station Plumbing (Underground)	LS	1.00	\$ 18,500.00	\$ 18,500.00	1.00	0.00	1.00	\$ 18,500.00	\$ -	\$ 18,500.00	100.00%
1-90	Pump Station Plumbing (Topout)	LS	1.00	\$ 10,500.00	\$ 10,500.00	1.00	0.00	1.00	\$ 10,500.00	\$ -	\$ 10,500.00	100.00%
1-91	Pump Station Plumbing (Trim)	LS	1.00	\$ 13,500.00	\$ 13,500.00	1.00	0.00	1.00	\$ 13,500.00	\$ -	\$ 13,500.00	100.00%
1-92	Pump Station HVAC (AC Equipment)	LS	1.00	\$ 33,500.00	\$ 33,500.00	1.00	0.00	1.00	\$ 33,500.00	\$ -	\$ 33,500.00	100.00%
1-93	Pump Station HVAC (Fans)	LS	1.00	\$ 25,300.00	\$ 25,300.00	1.00	0.00	1.00	\$ 25,300.00	\$ -	\$ 25,300.00	100.00%
1-94	Pump Station HVAC (Heaters)	LS	1.00	\$ 15,300.00	\$ 15,300.00	1.00	0.00	1.00	\$ 15,300.00	\$ -	\$ 15,300.00	100.00%
1-95	Pump Station HVAC (Refrigerant Piping)	LS	1.00	\$ 10,400.00	\$ 10,400.00	1.00	0.00	1.00	\$ 10,400.00	\$ -	\$ 10,400.00	100.00%
1-96	Pump Station HVAC (Ductwork)	LS	1.00	\$ 12,800.00	\$ 12,800.00	1.00	0.00	1.00	\$ 12,800.00	\$ -	\$ 12,800.00	100.00%
1-97	Pump Station HVAC (Louvers)	LS	1.00	\$ 13,400.00	\$ 13,400.00	1.00	0.00	1.00	\$ 13,400.00	\$ -	\$ 13,400.00	100.00%
1-98	Pump Sta. HVAC(Start-Up/Test/Balance)	LS	1.00	\$ 3,500.00	\$ 3,500.00	1.00	0.00	1.00	\$ 3,500.00	\$ -	\$ 3,500.00	100.00%
1-99	Pump Station Painting Doors	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.00	0.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	100.00%
1-100	Pump Station Painting Mechanical & Pipe	LS	1.00	\$ 12,200.00	\$ 12,200.00	1.00	0.00	1.00	\$ 12,200.00	\$ -	\$ 12,200.00	100.00%

CONTRACT ESTIMATE FOR PAYMENT

Project: Western Pump Station Phase I Estimate No.: 21 & 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
1-101	Pump Station Paint. Exposed Structural	LS	1.00	\$ 22,500.00	\$ 22,500.00	1.00	0.00	1.00	\$ 22,500.00	\$ -	\$ 22,500.00	100.00%
1-102	Pump Station Painting Ceiling	LS	1.00	\$ 28,600.00	\$ 28,600.00	1.00	0.00	1.00	\$ 28,600.00	\$ -	\$ 28,600.00	100.00%
1-103	Pump Station Waterproofing	LS	1.00	\$ 33,000.00	\$ 33,000.00	1.00	0.00	1.00	\$ 33,000.00	\$ -	\$ 33,000.00	100.00%
1-104	Pump Station Painting Pump Room Walls	LS	1.00	\$ 7,600.00	\$ 7,600.00	1.00	0.00	1.00	\$ 7,600.00	\$ -	\$ 7,600.00	100.00%
1-105	Pump Station Painting Elec Room Walls	LS	1.00	\$ 4,300.00	\$ 4,300.00	1.00	0.00	1.00	\$ 4,300.00	\$ -	\$ 4,300.00	100.00%
1-106	Pump Station Painting Restroom Walls	LS	1.00	\$ 1,200.00	\$ 1,200.00	1.00	0.00	1.00	\$ 1,200.00	\$ -	\$ 1,200.00	100.00%
1-107	Pump Station Painting Storage Walls	LS	1.00	\$ 1,200.00	\$ 1,200.00	1.00	0.00	1.00	\$ 1,200.00	\$ -	\$ 1,200.00	100.00%
1-108	Pump Station Painting Mezzanine Walls	LS	1.00	\$ 1,200.00	\$ 1,200.00	1.00	0.00	1.00	\$ 1,200.00	\$ -	\$ 1,200.00	100.00%
1-109	Pump Station Painting Basement Ceiling	LS	1.00	\$ 7,700.00	\$ 7,700.00	1.00	0.00	1.00	\$ 7,700.00	\$ -	\$ 7,700.00	100.00%
1-110	Pump Station Painting Basement Walls	LS	1.00	\$ 6,300.00	\$ 6,300.00	1.00	0.00	1.00	\$ 6,300.00	\$ -	\$ 6,300.00	100.00%
1-111	Pump Station Painting Ext Water Repell	LS	1.00	\$ 13,000.00	\$ 13,000.00	1.00	0.00	1.00	\$ 13,000.00	\$ -	\$ 13,000.00	100.00%
1-112	Electrical Underground Ductbank	LS	1.00	\$ 149,000.00	\$ 149,000.00	1.00	0.00	1.00	\$ 149,000.00	\$ -	\$ 149,000.00	100.00%
1-113	Electrical Aboveground Rough In	LS	1.00	\$ 125,000.00	\$ 125,000.00	1.00	0.00	1.00	\$ 125,000.00	\$ -	\$ 125,000.00	100.00%
1-114	Electrical Cable Tray	LS	1.00	\$ 9,500.00	\$ 9,500.00	1.00	0.00	1.00	\$ 9,500.00	\$ -	\$ 9,500.00	100.00%
1-115	Electrical Wire & Termination	LS	1.00	\$ 211,000.00	\$ 211,000.00	1.00	0.00	1.00	\$ 211,000.00	\$ -	\$ 211,000.00	100.00%
1-116	Electrical Switchgear	LS	1.00	\$ 142,000.00	\$ 142,000.00	1.00	0.00	1.00	\$ 142,000.00	\$ -	\$ 142,000.00	100.00%
1-117	Electrical Lightning Protection	LS	1.00	\$ 33,000.00	\$ 33,000.00	1.00	0.00	1.00	\$ 33,000.00	\$ -	\$ 33,000.00	100.00%
1-118	Electrical Light Fixtures & Devices	LS	1.00	\$ 30,000.00	\$ 30,000.00	1.00	0.00	1.00	\$ 30,000.00	\$ -	\$ 30,000.00	100.00%
1-119	Electrical Testing	LS	1.00	\$ 3,700.00	\$ 3,700.00	1.00	0.00	1.00	\$ 3,700.00	\$ -	\$ 3,700.00	100.00%
1-120	Horizontal Split Case Pumps	LS	1.00	\$ 487,000.00	\$ 487,000.00	1.00	0.00	1.00	\$ 487,000.00	\$ -	\$ 487,000.00	100.00%
1-121	Suction Wall Pipes	LS	1.00	\$ 20,400.00	\$ 20,400.00	1.00	0.00	1.00	\$ 20,400.00	\$ -	\$ 20,400.00	100.00%
1-122	Discharge Wall Pipes	LS	1.00	\$ 15,700.00	\$ 15,700.00	1.00	0.00	1.00	\$ 15,700.00	\$ -	\$ 15,700.00	100.00%
1-123	Inside Pump Station Suction Piping	LS	1.00	\$ 77,900.00	\$ 77,900.00	1.00	0.00	1.00	\$ 77,900.00	\$ -	\$ 77,900.00	100.00%
1-124	Suction Butterfly Valves (30")	LS	1.00	\$ 49,000.00	\$ 49,000.00	1.00	0.00	1.00	\$ 49,000.00	\$ -	\$ 49,000.00	100.00%
1-125	Inside Pump Station Discharge Piping	LS	1.00	\$ 67,100.00	\$ 67,100.00	1.00	0.00	1.00	\$ 67,100.00	\$ -	\$ 67,100.00	100.00%
1-126	Discharge Butterfly Valves w/ EMO (20")	LS	1.00	\$ 27,200.00	\$ 27,200.00	1.00	0.00	1.00	\$ 27,200.00	\$ -	\$ 27,200.00	100.00%
1-127	Discharge Butterfly Valves w/ HW (20")	LS	1.00	\$ 23,000.00	\$ 23,000.00	1.00	0.00	1.00	\$ 23,000.00	\$ -	\$ 23,000.00	100.00%
1-128	Discharge Tilted Check Valves (20")	LS	1.00	\$ 81,000.00	\$ 81,000.00	1.00	0.00	1.00	\$ 81,000.00	\$ -	\$ 81,000.00	100.00%
1-129	By-Pass Wall Pipes	LS	1.00	\$ 1,800.00	\$ 1,800.00	1.00	0.00	1.00	\$ 1,800.00	\$ -	\$ 1,800.00	100.00%
1-130	Inside Pump Station By-Pass Piping	LS	1.00	\$ 6,700.00	\$ 6,700.00	1.00	0.00	1.00	\$ 6,700.00	\$ -	\$ 6,700.00	100.00%
1-131	By-Pass/Surge Gate Valve (12")	LS	1.00	\$ 1,700.00	\$ 1,700.00	1.00	0.00	1.00	\$ 1,700.00	\$ -	\$ 1,700.00	100.00%
1-132	Surge Valve (12")	LS	1.00	\$ 14,500.00	\$ 14,500.00	1.00	0.00	1.00	\$ 14,500.00	\$ -	\$ 14,500.00	100.00%
1-133	Air Valves Inside Pump Station	LS	1.00	\$ 5,800.00	\$ 5,800.00	1.00	0.00	1.00	\$ 5,800.00	\$ -	\$ 5,800.00	100.00%
1-134	Suction and Discharge Gages Inside PS	LS	1.00	\$ 3,400.00	\$ 3,400.00	1.00	0.00	1.00	\$ 3,400.00	\$ -	\$ 3,400.00	100.00%
1-135	Pipe Insulation	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	0.00	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	100.00%
1-136	Discharge Meter Vault Excavation	LS	1.00	\$ 2,600.00	\$ 2,600.00	1.00	0.00	1.00	\$ 2,600.00	\$ -	\$ 2,600.00	100.00%
1-137	Discharge Meter Vault Seal Slab	LS	1.00	\$ 600.00	\$ 600.00	1.00	0.00	1.00	\$ 600.00	\$ -	\$ 600.00	100.00%
1-138	Discharge Meter Vault Slab F/R/P	LS	1.00	\$ 18,000.00	\$ 18,000.00	1.00	0.00	1.00	\$ 18,000.00	\$ -	\$ 18,000.00	100.00%
1-139	Discharge Meter Vault Walls F/R/P	LS	1.00	\$ 31,300.00	\$ 31,300.00	1.00	0.00	1.00	\$ 31,300.00	\$ -	\$ 31,300.00	100.00%
1-140	Discharge Meter Vault Deck F/R/P	LS	1.00	\$ 9,000.00	\$ 9,000.00	1.00	0.00	1.00	\$ 9,000.00	\$ -	\$ 9,000.00	100.00%
1-141	Discharge Meter Vault Backfill	LS	1.00	\$ 2,800.00	\$ 2,800.00	1.00	0.00	1.00	\$ 2,800.00	\$ -	\$ 2,800.00	100.00%
1-142	Discharge Meter Vault Hatch & Ladder	LS	1.00	\$ 3,700.00	\$ 3,700.00	1.00	0.00	1.00	\$ 3,700.00	\$ -	\$ 3,700.00	100.00%
1-143	Discharge Meter Wall Pipes	LS	1.00	\$ 9,400.00	\$ 9,400.00	1.00	0.00	1.00	\$ 9,400.00	\$ -	\$ 9,400.00	100.00%
1-144	Dcharge Meter Vault Inside Pipe & Vent	LS	1.00	\$ 32,000.00	\$ 32,000.00	1.00	0.00	1.00	\$ 32,000.00	\$ -	\$ 32,000.00	100.00%
1-145	Discharge Meter Vault Air Valve	LS	1.00	\$ 2,400.00	\$ 2,400.00	1.00	0.00	1.00	\$ 2,400.00	\$ -	\$ 2,400.00	100.00%
1-146	Dcharge Meter Vault Sump Pump & Pipe	LS	1.00	\$ 1,600.00	\$ 1,600.00	1.00	0.00	1.00	\$ 1,600.00	\$ -	\$ 1,600.00	100.00%
1-147	Discharge Meter Vault Waterproofing	LS	1.00	\$ 5,200.00	\$ 5,200.00	1.00	0.00	1.00	\$ 5,200.00	\$ -	\$ 5,200.00	100.00%
1-148	Discharge Meter Vault Pipe Painting	LS	1.00	\$ 2,900.00	\$ 2,900.00	1.00	0.00	1.00	\$ 2,900.00	\$ -	\$ 2,900.00	100.00%
1-149	Site Cut,Fill,&Grade Incl. Detention Pond	LS	1.00	\$ 62,000.00	\$ 62,000.00	1.00	0.00	1.00	\$ 62,000.00	\$ -	\$ 62,000.00	100.00%
1-150	Detention Pond V Notch Weir Slab	LS	1.00	\$ 7,100.00	\$ 7,100.00	1.00	0.00	1.00	\$ 7,100.00	\$ -	\$ 7,100.00	100.00%

CONTRACT ESTIMATE FOR PAYMENT

Project: Western Pump Station Phase I Estimate No.: 21 & 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
1-151	Detention Pond V Notch Weir Wall	LS	1.00	\$ 11,000.00	\$ 11,000.00	1.00	0.00	1.00	\$ 11,000.00	\$ -	\$ 11,000.00	100.00%
1-152	Site Drain End Treatments (24")	LS	1.00	\$ 2,100.00	\$ 2,100.00	1.00	0.00	1.00	\$ 2,100.00	\$ -	\$ 2,100.00	100.00%
1-153	Site Drain End Treatments (15")	LS	1.00	\$ 2,100.00	\$ 2,100.00	1.00	0.00	1.00	\$ 2,100.00	\$ -	\$ 2,100.00	100.00%
1-154	Site Drain Catch Basins	LS	1.00	\$ 1,800.00	\$ 1,800.00	1.00	0.00	1.00	\$ 1,800.00	\$ -	\$ 1,800.00	100.00%
1-155	Site Drain Drop Inlets	LS	1.00	\$ 7,300.00	\$ 7,300.00	1.00	0.00	1.00	\$ 7,300.00	\$ -	\$ 7,300.00	100.00%
1-156	Stone Facade(End Treatments & VWeir)	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	0.00	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	100.00%
1-157	Detention Pond Block Channel	LS	1.00	\$ 53,200.00	\$ 53,200.00	1.00	0.00	1.00	\$ 53,200.00	\$ -	\$ 53,200.00	100.00%
1-158	24" RCP Storm Drain Piping	LS	1.00	\$ 34,600.00	\$ 34,600.00	1.00	0.00	1.00	\$ 34,600.00	\$ -	\$ 34,600.00	100.00%
1-159	15" RCP Storm Drain Piping	LS	1.00	\$ 17,100.00	\$ 17,100.00	1.00	0.00	1.00	\$ 17,100.00	\$ -	\$ 17,100.00	100.00%
1-160	Suction Header & Branches to PS Wall	LS	1.00	\$ 170,000.00	\$ 170,000.00	1.00	0.00	1.00	\$ 170,000.00	\$ -	\$ 170,000.00	100.00%
1-161	D'charge Header & Branches to PS Wall	LS	1.00	\$ 154,000.00	\$ 154,000.00	1.00	0.00	1.00	\$ 154,000.00	\$ -	\$ 154,000.00	100.00%
1-162	Supply Line C from UTRWD 1 to GST	LS	1.00	\$ 357,500.00	\$ 357,500.00	1.00	0.00	1.00	\$ 357,500.00	\$ -	\$ 357,500.00	100.00%
1-163	Line I Outside of wall include. Flap Valve	LS	1.00	\$ 18,500.00	\$ 18,500.00	1.00	0.00	1.00	\$ 18,500.00	\$ -	\$ 18,500.00	100.00%
1-164	GST O'flow Outside of wall incl Flap Vlv	LS	1.00	\$ 7,500.00	\$ 7,500.00	1.00	0.00	1.00	\$ 7,500.00	\$ -	\$ 7,500.00	100.00%
1-165	Line H from GST to Header	LS	1.00	\$ 173,000.00	\$ 173,000.00	1.00	0.00	1.00	\$ 173,000.00	\$ -	\$ 173,000.00	100.00%
1-166	Line J from Header to Offsite Connection	LS	1.00	\$ 272,000.00	\$ 272,000.00	1.00	0.00	1.00	\$ 272,000.00	\$ -	\$ 272,000.00	100.00%
1-167	Line D 24" By-Pass Line	LS	1.00	\$ 36,500.00	\$ 36,500.00	1.00	0.00	1.00	\$ 36,500.00	\$ -	\$ 36,500.00	100.00%
1-168	Line E 12" By-Pass Line	LS	1.00	\$ 11,000.00	\$ 11,000.00	1.00	0.00	1.00	\$ 11,000.00	\$ -	\$ 11,000.00	100.00%
1-169	Line F & G 12" & 8" Water Line	LS	1.00	\$ 33,700.00	\$ 33,700.00	1.00	0.00	1.00	\$ 33,700.00	\$ -	\$ 33,700.00	100.00%
1-170	Line K - N Sanitary Sewer Lines	LS	1.00	\$ 18,000.00	\$ 18,000.00	1.00	0.00	1.00	\$ 18,000.00	\$ -	\$ 18,000.00	100.00%
1-171	Line O 1 1/2" Water Line	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	0.00	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	100.00%
1-172	Cathodic Protection	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	0.00	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	100.00%
1-173	Excavate Boring Send & Receive Pits	LS	1.00	\$ 24,000.00	\$ 24,000.00	1.00	0.00	1.00	\$ 24,000.00	\$ -	\$ 24,000.00	100.00%
1-174	Jack & Bore 48" Casing Pipe	LS	1.00	\$ 184,000.00	\$ 184,000.00	1.00	0.00	1.00	\$ 184,000.00	\$ -	\$ 184,000.00	100.00%
1-175	Jack & Bore 16" Casing Pipe	LS	1.00	\$ 82,500.00	\$ 82,500.00	1.00	0.00	1.00	\$ 82,500.00	\$ -	\$ 82,500.00	100.00%
1-176	Install 36" Carrier Pipe in 48" Casing	LS	1.00	\$ 75,000.00	\$ 75,000.00	1.00	0.00	1.00	\$ 75,000.00	\$ -	\$ 75,000.00	100.00%
1-177	Install 8" Carrier Pipe in 16" Casing	LS	1.00	\$ 15,800.00	\$ 15,800.00	1.00	0.00	1.00	\$ 15,800.00	\$ -	\$ 15,800.00	100.00%
1-178	Install Remainder of 36" Offsite Line	LS	1.00	\$ 23,500.00	\$ 23,500.00	1.00	0.00	1.00	\$ 23,500.00	\$ -	\$ 23,500.00	100.00%
1-179	Install Remainder of 8" Offsite Line	LS	1.00	\$ 4,500.00	\$ 4,500.00	1.00	0.00	1.00	\$ 4,500.00	\$ -	\$ 4,500.00	100.00%
1-180	Backfill Bore Pits	LS	1.00	\$ 4,500.00	\$ 4,500.00	1.00	0.00	1.00	\$ 4,500.00	\$ -	\$ 4,500.00	100.00%
1-181	Yard 36" Butterfly Valves w/ Vault (1 ea)	LS	1.00	\$ 17,000.00	\$ 17,000.00	1.00	0.00	1.00	\$ 17,000.00	\$ -	\$ 17,000.00	100.00%
1-182	Yard 24" Butterfly Valvesw/Vault (2 ea)	LS	1.00	\$ 22,000.00	\$ 22,000.00	1.00	0.00	1.00	\$ 22,000.00	\$ -	\$ 22,000.00	100.00%
1-183	Yard 36" Gate Valves w/ Vault (2 ea)	LS	1.00	\$ 88,000.00	\$ 88,000.00	1.00	0.00	1.00	\$ 88,000.00	\$ -	\$ 88,000.00	100.00%
1-184	Yard 30" Gate Valves w/ Vault (1 ea)	LS	1.00	\$ 32,000.00	\$ 32,000.00	1.00	0.00	1.00	\$ 32,000.00	\$ -	\$ 32,000.00	100.00%
1-185	Yard 12" Gate Valves (2 ea)	LS	1.00	\$ 6,000.00	\$ 6,000.00	1.00	0.00	1.00	\$ 6,000.00	\$ -	\$ 6,000.00	100.00%
1-186	Yard 8" Gate Valves w/ Vault (1 ea)	LS	1.00	\$ 1,100.00	\$ 1,100.00	1.00	0.00	1.00	\$ 1,100.00	\$ -	\$ 1,100.00	100.00%
1-187	Yard Air Valve w/ Vault (1 ea)	LS	1.00	\$ 7,200.00	\$ 7,200.00	1.00	0.00	1.00	\$ 7,200.00	\$ -	\$ 7,200.00	100.00%
1-188	Yard Sanitary Sewer Manholes (4ea)	LS	1.00	\$ 5,500.00	\$ 5,500.00	1.00	0.00	1.00	\$ 5,500.00	\$ -	\$ 5,500.00	100.00%
1-189	Fire Hydrants w/ Gate Valves (3 Sets)	LS	1.00	\$ 8,850.00	\$ 8,850.00	1.00	0.00	1.00	\$ 8,850.00	\$ -	\$ 8,850.00	100.00%
1-190	Sidewalks (Sitework & Concrete)	LS	1.00	\$ 14,000.00	\$ 14,000.00	1.00	0.00	1.00	\$ 14,000.00	\$ -	\$ 14,000.00	100.00%
1-191	Paving Flexible Base	LS	1.00	\$ 8,600.00	\$ 8,600.00	1.00	0.00	1.00	\$ 8,600.00	\$ -	\$ 8,600.00	100.00%
1-192	Paving (Forms, Rebar, & Concrete)	LS	1.00	\$ 55,000.00	\$ 55,000.00	1.00	0.00	1.00	\$ 55,000.00	\$ -	\$ 55,000.00	100.00%
1-193	Asphalt (Includes Sitework)	LS	1.00	\$ 5,200.00	\$ 5,200.00	1.00	0.00	1.00	\$ 5,200.00	\$ -	\$ 5,200.00	100.00%
1-194	Xfomer, HVAC, & Misc. Pads (F/R/C)	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	0.00	1.00	\$ 2,000.00	\$ -	\$ 2,000.00	100.00%
1-195	Antenna, Light Pole, & Gate Entry Piers	LS	1.00	\$ 1,200.00	\$ 1,200.00	1.00	0.00	1.00	\$ 1,200.00	\$ -	\$ 1,200.00	100.00%
1-196	Wrought Iron Fence	LS	1.00	\$ 67,100.00	\$ 67,100.00	1.00	0.00	1.00	\$ 67,100.00	\$ -	\$ 67,100.00	100.00%
1-197	Mow Strip for Wrought Iron Fence	LS	1.00	\$ 14,200.00	\$ 14,200.00	1.00	0.00	1.00	\$ 14,200.00	\$ -	\$ 14,200.00	100.00%
1-198	Landscaping	LS	1.00	\$ 36,000.00	\$ 36,000.00	1.00	0.00	1.00	\$ 36,000.00	\$ -	\$ 36,000.00	100.00%
1-199	Irrigation System	LS	1.00	\$ 37,500.00	\$ 37,500.00	1.00	0.00	1.00	\$ 37,500.00	\$ -	\$ 37,500.00	100.00%
1-200	Replace Topsoil & Fine Grade Site	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	0.00	1.00	\$ 10,000.00	\$ -	\$ 10,000.00	100.00%
1-201	Pump Station Start-up	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	0.00	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	100.00%

CONTRACT ESTIMATE FOR PAYMENT

Project: Western Pump Station Phase I Estimate No.: 21 & 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
2	Scada and Instrumentation											
2-1	Shop Drawing and Engineering	LS	1.00	\$ 23,600.00	\$ 23,600.00	1.00	0.00	1.00	\$ 23,600.00	\$ -	\$ 23,600.00	100.00%
2-2	36" Mag Meter	LS	1.00	\$ 32,700.00	\$ 32,700.00	1.00	0.00	1.00	\$ 32,700.00	\$ -	\$ 32,700.00	100.00%
2-3	Instruments, Transmitters, Security	LS	1.00	\$ 36,800.00	\$ 36,800.00	1.00	0.00	1.00	\$ 36,800.00	\$ -	\$ 36,800.00	100.00%
2-4	SCADA Design, Eng., & Field Services	LS	1.00	\$ 41,200.00	\$ 41,200.00	1.00	0.00	1.00	\$ 41,200.00	\$ -	\$ 41,200.00	100.00%
2-5	SCADA Panel & RF Equipment	LS	1.00	\$ 44,600.00	\$ 44,600.00	1.00	0.00	1.00	\$ 44,600.00	\$ -	\$ 44,600.00	100.00%
2-6	Testing and Start-up	LS	1.00	\$ 7,800.00	\$ 7,800.00	1.00	0.00	1.00	\$ 7,800.00	\$ -	\$ 7,800.00	100.00%
2-7	Close out Documents	LS	1.00	\$ 3,300.00	\$ 3,300.00	1.00	0.00	1.00	\$ 3,300.00	\$ -	\$ 3,300.00	100.00%
3	Variable Speed Drive											
3-1	Switchgear	LS	1.00	\$ 191,800.00	\$ 191,800.00	1.00	0.00	1.00	\$ 191,800.00	\$ -	\$ 191,800.00	100.00%
3-2	Testing and Start-Up	LS	1.00	\$ 2,700.00	\$ 2,700.00	1.00	0.00	1.00	\$ 2,700.00	\$ -	\$ 2,700.00	100.00%
3-3	Close out Documents	LS	1.00	\$ 500.00	\$ 500.00	1.00	0.00	1.00	\$ 500.00	\$ -	\$ 500.00	100.00%
4	Low Voltage Switchgear											
4-1	Switchgear	LS	1.00	\$ 148,250.00	\$ 148,250.00	1.00	0.00	1.00	\$ 148,250.00	\$ -	\$ 148,250.00	100.00%
4-2	Testing and Start-Up	LS	1.00	\$ 1,250.00	\$ 1,250.00	1.00	0.00	1.00	\$ 1,250.00	\$ -	\$ 1,250.00	100.00%
4-3	Close out Documents	LS	1.00	\$ 500.00	\$ 500.00	1.00	0.00	1.00	\$ 500.00	\$ -	\$ 500.00	100.00%
5	Utrwd Meter Vault Construction											
5-1	UTRWD Meter Vault Excavation	LS	1.00	\$ 11,100.00	\$ 11,100.00	1.00	0.00	1.00	\$ 11,100.00	\$ -	\$ 11,100.00	100.00%
5-2	UTRWD Meter Vault Seal Slab	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	0.00	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	100.00%
5-3	UTRWD Meter Vault Slab Forms	LS	1.00	\$ 6,500.00	\$ 6,500.00	1.00	0.00	1.00	\$ 6,500.00	\$ -	\$ 6,500.00	100.00%
5-4	UTRWD Meter Vault Slab Rebar	LS	1.00	\$ 8,600.00	\$ 8,600.00	1.00	0.00	1.00	\$ 8,600.00	\$ -	\$ 8,600.00	100.00%
5-5	UTRWD Meter Vault Slab Concrete	LS	1.00	\$ 10,200.00	\$ 10,200.00	1.00	0.00	1.00	\$ 10,200.00	\$ -	\$ 10,200.00	100.00%
5-6	UTRWD Meter Vault Wall Forms	LS	1.00	\$ 27,000.00	\$ 27,000.00	1.00	0.00	1.00	\$ 27,000.00	\$ -	\$ 27,000.00	100.00%
5-7	UTRWD Meter Vault Wall Rebar	LS	1.00	\$ 10,500.00	\$ 10,500.00	1.00	0.00	1.00	\$ 10,500.00	\$ -	\$ 10,500.00	100.00%
5-8	UTRWD Meter Vault Wall Concrete	LS	1.00	\$ 27,200.00	\$ 27,200.00	1.00	0.00	1.00	\$ 27,200.00	\$ -	\$ 27,200.00	100.00%
5-9	UTRWD Meter Vault Deck Forms	LS	1.00	\$ 12,500.00	\$ 12,500.00	1.00	0.00	1.00	\$ 12,500.00	\$ -	\$ 12,500.00	100.00%
5-10	UTRWD Meter Vault Deck Rebar	LS	1.00	\$ 4,200.00	\$ 4,200.00	1.00	0.00	1.00	\$ 4,200.00	\$ -	\$ 4,200.00	100.00%
5-11	UTRWD Meter Vault Deck Concrete	LS	1.00	\$ 4,000.00	\$ 4,000.00	1.00	0.00	1.00	\$ 4,000.00	\$ -	\$ 4,000.00	100.00%
5-12	UTRWD Meter Vault Backfill	LS	1.00	\$ 4,000.00	\$ 4,000.00	1.00	0.00	1.00	\$ 4,000.00	\$ -	\$ 4,000.00	100.00%
5-13	UTWRD Meter Vault Hatch & Ladder	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	0.00	1.00	\$ 10,000.00	\$ -	\$ 10,000.00	100.00%
5-14	UTRWD Meter Wall Pipes	LS	1.00	\$ 10,600.00	\$ 10,600.00	1.00	0.00	1.00	\$ 10,600.00	\$ -	\$ 10,600.00	100.00%
5-15	UTRWD Meter Vault Inside Pipe & Vent	LS	1.00	\$ 43,600.00	\$ 43,600.00	1.00	0.00	1.00	\$ 43,600.00	\$ -	\$ 43,600.00	100.00%
5-16	UTRWD Meter Vault Rate of Flow Valve	LS	1.00	\$ 33,000.00	\$ 33,000.00	1.00	0.00	1.00	\$ 33,000.00	\$ -	\$ 33,000.00	100.00%
5-17	UTRWD Meter Vault Air Valve	LS	1.00	\$ 4,000.00	\$ 4,000.00	1.00	0.00	1.00	\$ 4,000.00	\$ -	\$ 4,000.00	100.00%
5-18	UTRWD Meter Vault Sump Pump & Pipe	LS	1.00	\$ 1,600.00	\$ 1,600.00	1.00	0.00	1.00	\$ 1,600.00	\$ -	\$ 1,600.00	100.00%
5-19	UTRWD Meter Vault Pipe Painting	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	0.00	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	100.00%
5-20	UTRWD Meter Vault UG Elect.Ductbank	LS	1.00	\$ 38,200.00	\$ 38,200.00	1.00	0.00	1.00	\$ 38,200.00	\$ -	\$ 38,200.00	100.00%
5-21	UTRWD Meter Vault Elec AG Rough In	LS	1.00	\$ 34,100.00	\$ 34,100.00	1.00	0.00	1.00	\$ 34,100.00	\$ -	\$ 34,100.00	100.00%
5-22	UTRWD Meter Vault UG Elec Wire	LS	1.00	\$ 20,200.00	\$ 20,200.00	1.00	0.00	1.00	\$ 20,200.00	\$ -	\$ 20,200.00	100.00%
5-23	UTRWD Meter Vault Switchgear	LS	1.00	\$ 14,500.00	\$ 14,500.00	1.00	0.00	1.00	\$ 14,500.00	\$ -	\$ 14,500.00	100.00%
5-24	UTRWD Meter Vault Light Fixtures	LS	1.00	\$ 8,400.00	\$ 8,400.00	1.00	0.00	1.00	\$ 8,400.00	\$ -	\$ 8,400.00	100.00%
5-25	UTRWD Meter Vlt Elec Shop Dwg/Eng	LS	1.00	\$ 31,700.00	\$ 31,700.00	1.00	0.00	1.00	\$ 31,700.00	\$ -	\$ 31,700.00	100.00%
5-26	UTRWD Meter Vlt SCADA Design/Eng	LS	1.00	\$ 63,400.00	\$ 63,400.00	1.00	0.00	1.00	\$ 63,400.00	\$ -	\$ 63,400.00	100.00%
5-27	UTRWD Meter Vault RTU Panel	LS	1.00	\$ 44,100.00	\$ 44,100.00	1.00	0.00	1.00	\$ 44,100.00	\$ -	\$ 44,100.00	100.00%
5-28	UTRWD Meter Vault Antenna & RF Equip	LS	1.00	\$ 25,700.00	\$ 25,700.00	1.00	0.00	1.00	\$ 25,700.00	\$ -	\$ 25,700.00	100.00%
5-29	UTRWD Meter Vault 16" Venturi Meter	LS	1.00	\$ 46,000.00	\$ 46,000.00	1.00	0.00	1.00	\$ 46,000.00	\$ -	\$ 46,000.00	100.00%
5-30	UTRWD Meter Vlt Inst/Xmitter/Analyzer	LS	1.00	\$ 16,500.00	\$ 16,500.00	1.00	0.00	1.00	\$ 16,500.00	\$ -	\$ 16,500.00	100.00%
5-31	UTRWD Meter Vault Elec Start-up/Test	LS	1.00	\$ 13,700.00	\$ 13,700.00	1.00	0.00	1.00	\$ 13,700.00	\$ -	\$ 13,700.00	100.00%
5-32	UTRWD Meter Vlt Elec Close Out Docs	LS	1.00	\$ 4,600.00	\$ 4,600.00	1.00	0.00	1.00	\$ 4,600.00	\$ -	\$ 4,600.00	100.00%
5-33	UTRWD Meter Vault Yard Piping	LS	1.00	\$ 76,500.00	\$ 76,500.00	1.00	0.00	1.00	\$ 76,500.00	\$ -	\$ 76,500.00	100.00%
5-34	UTRWD Mtr Vlt Yard 36" Bfly Valve w/Vault (3 ea)	LS	1.00	\$ 39,000.00	\$ 39,000.00	1.00	0.00	1.00	\$ 39,000.00	\$ -	\$ 39,000.00	100.00%
5-35	UTRWD Meter Vlt Yard 20" Gate Valve (2 ea)	LS	1.00	\$ 23,500.00	\$ 23,500.00	1.00	0.00	1.00	\$ 23,500.00	\$ -	\$ 23,500.00	100.00%
5-36	UTRWD Tubular Fence & Gate	LS	1.00	\$ 3,900.00	\$ 3,900.00	1.00	0.00	1.00	\$ 3,900.00	\$ -	\$ 3,900.00	100.00%
5-37	UTRWD Mow Strip for Wrought Iron Fence	LS	1.00	\$ 900.00	\$ 900.00	1.00	0.00	1.00	\$ 900.00	\$ -	\$ 900.00	100.00%
5-38	UTRWD Asphalt (Includes Sitework)	LS	1.00	\$ 4,300.00	\$ 4,300.00	1.00	0.00	1.00	\$ 4,300.00	\$ -	\$ 4,300.00	100.00%
5-39	UTRWD Paving Flexible Base	LS	1.00	\$ 900.00	\$ 900.00	1.00	0.00	1.00	\$ 900.00	\$ -	\$ 900.00	100.00%
5-40	UTRWD Paving (Forms, Rebar, & Concrete)	LS	1.00	\$ 3,300.00	\$ 3,300.00	1.00	0.00	1.00	\$ 3,300.00	\$ -	\$ 3,300.00	100.00%
5-41	UTRWD Remove & Replace Topsoil, Fine Grade Site, Seed	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.00	0.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	100.00%
5-42	Start-up UTRWD Meter Vault	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	0.00	1.00	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%

CONTRACT ESTIMATE FOR PAYMENT

Project: Western Pump Station Phase I Estimate No.: 21 & 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
6	Trench Safety	LS	1.00	\$ 5,100.00	\$ 5,100.00	1.00	0.00	1.00	\$ 5,100.00	\$ -	\$ 5,100.00	100.00%
7	Decorative Screen Wall											
7-1	Manufacture & Proper Material Storage	LS	1.00	\$ 55,160.00	\$ 55,160.00	1.00	0.00	1.00	\$ 55,160.00	\$ -	\$ 55,160.00	100.00%
7-2	Drill & Pour Foundations	LS	1.00	\$ 47,280.00	\$ 47,280.00	1.00	0.00	1.00	\$ 47,280.00	\$ -	\$ 47,280.00	100.00%
7-3	Installation of Wall	LS	1.00	\$ 39,400.00	\$ 39,400.00	1.00	0.00	1.00	\$ 39,400.00	\$ -	\$ 39,400.00	100.00%
7-4	Paint & Clean-up	LS	1.00	\$ 15,760.00	\$ 15,760.00	1.00	0.00	1.00	\$ 15,760.00	\$ -	\$ 15,760.00	100.00%
8	Lusk Lane Booster Pump Station Demolition											
8-1	Mechanical and Civil Demolition	LS	1.00	\$ 14,400.00	\$ 14,400.00	1.00	0.00	1.00	\$ 14,400.00	\$ -	\$ 14,400.00	100.00%
8-2	Electrical Demolition	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	0.00	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	100.00%
8-3	Install Required Piping	LS	1.00	\$ 46,100.00	\$ 46,100.00	1.00	0.00	1.00	\$ 46,100.00	\$ -	\$ 46,100.00	100.00%
Alt 1	Pax Submersible Mechanical Mixer											
Alt 1-1	Install PAX Mixer	LS	1.00	\$ 53,000.00	\$ 53,000.00	1.00	0.00	1.00	\$ 53,000.00	\$ -	\$ 53,000.00	100.00%
Alt 1-2	Electrical for PAX Mixer	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	0.00	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	100.00%
CO 1A	Fire Alarm System	LS	1.00	\$ 10,926.00	\$ 10,926.00	1.00	0.00	1.00	\$ 10,926.00	\$ -	\$ 10,926.00	100.00%
CO 3A	Substitute 70' Self Supporting Antenna Tower in lieu of the 65' Monopole at the UTRWD vault location	LS	1.00	\$ 10,153.00	\$ 10,153.00	1.00	0.00	1.00	\$ 10,153.00	\$ -	\$ 10,153.00	100.00%
CO 3B	Credit for revised TRA tie-in location fro the wastewater flow from the pump station site	LS	1.00	\$ (9,607.00)	\$ (9,607.00)	1.00	0.00	1.00	\$ (9,607.00)	\$ -	\$ (9,607.00)	100.00%
CO 3C	Credit for owner witness testing	LS	1.00	\$ (1,575.00)	\$ (1,575.00)	1.00	0.00	1.00	\$ (1,575.00)	\$ -	\$ (1,575.00)	100.00%
CO 4A	Additional Steel Support Items	LS	1.00	\$ 1,370.00	\$ 1,370.00	1.00	0.00	1.00	\$ 1,370.00	\$ -	\$ 1,370.00	100.00%
CO 4B	Mezzanine Modifications	LS	1.00	\$ 10,449.00	\$ 10,449.00	1.00	0.00	1.00	\$ 10,449.00	\$ -	\$ 10,449.00	100.00%
CO 4C	Upgrade to Gate Operator	LS	1.00	\$ 659.00	\$ 659.00	1.00	0.00	1.00	\$ 659.00	\$ -	\$ 659.00	100.00%
CO 4D	Doorway Strike	LS	1.00	\$ 1,244.00	\$ 1,244.00	1.00	0.00	1.00	\$ 1,244.00	\$ -	\$ 1,244.00	100.00%
CO 4E CO8	Lusk Lane Booster Pump Station Additional Tie in Water Line Replacement	LS	0.00	\$ 3,954.00	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
CO5A	Upgrade Fire Alarm Conduit to Rigid Aluminum	LS	1.00	\$ 12,350.00	\$ 12,350.00	1.00	0.00	1.00	\$ 12,350.00	\$ -	\$ 12,350.00	100.00%
CO5B	Upgrade Irrigation System to Purple Equipment	LS	1.00	\$ 7,025.00	\$ 7,025.00	1.00	0.00	1.00	\$ 7,025.00	\$ -	\$ 7,025.00	100.00%
CO5C	Upgrade Irrigation Check Valve to RPZ Assembly with Hotbox to Meet New State Requirements	LS	1.00	\$ 9,625.00	\$ 9,625.00	1.00	0.00	1.00	\$ 9,625.00	\$ -	\$ 9,625.00	100.00%
CO5D	the temporary fire station site, which contains the UTRWD supply vault, to accommodate the future Stonecrest Road	LS	1.00	\$ 10,587.11	\$ 10,587.11	1.00	0.00	1.00	\$ 10,587.11	\$ -	\$ 10,587.11	100.00%
CO6A	UTRWD Totalizer location change from inside vault to outside vault	LS	1.00	\$ 4,321.00	\$ 4,321.00	1.00	0.00	1.00	\$ 4,321.00	\$ -	\$ 4,321.00	100.00%
CO7A	UTRWD Totalizer location change from stainless steel to fiberglass	LS	1.00	\$ 856.00	\$ 856.00	1.00	0.00	1.00	\$ 856.00	\$ -	\$ 856.00	100.00%
CO8A	Lusk Lane Booster Pump Station Demolition Mechanical, Civil and Electrical Demolition	LS	1.00	\$ (16,900.00)	\$ (16,900.00)	1.00	0.00	1.00	\$ (16,900.00)	\$ -	\$ (16,900.00)	100.00%
CO8B	Lusk Lane Booster Pump Station Demolotion Pipe Installation Labor	LS	1.00	\$ (46,100.00)	\$ (46,100.00)	1.00	0.00	1.00	\$ (46,100.00)	\$ -	\$ (46,100.00)	100.00%
CO8C	Materials provided for Lusk Lane Booster Pump Station Demolition	LS	1.00	\$ 17,444.64	\$ 17,444.64	1.00	0.00	1.00	\$ 17,444.64	\$ -	\$ 17,444.64	100.00%
TOTAL					10,221,827.75				10,221,827.75	-	10,221,827.75	100.00%

**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS**

(4. /)

PROJECT:	<u>Western Pump Station, Phase 1</u>	PROJECT NUMBER:	<u>202</u>
OWNER:	<u>Town of Flower Mound, Texas</u>		
CONTRACTOR:	<u>Crescent Constructors, Inc.</u>		
ENGINEER:	<u>Kimley- Horn & Associates, Inc.</u>		

The Contractor, in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond, acceptable to the Owner, for each exception.)

NONE

CONTRACTOR Crescent Constructors, Inc.

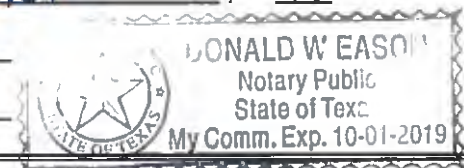
BY Michael P. Taylor

TITLE President

Subscribed and sworn to before me this 10th day of FEBRUARY, 2016.

Notary Public: [Signature]

My Commission Expires: 10-01-2019



AIA® Document G707™ – 1994
Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> City of Flower Mound Western Pump Station	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: Pump Station and 5 MG Tank CONTRACT DATED: March 17, 2014	OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ SURETY ☐ OTHER ☐
TO OWNER: <i>(Name and address)</i> City of Flower Mound 2121 Cross Timbers Road Flower Mound, TX 75028		

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety) Travelers Casualty & Surety Co. of America
 One Tower Square
 Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor) Crescent Constructors, Inc.
 1100 Grinnell Drive
 Richardson, TX 75081

, CONTRACTOR,

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

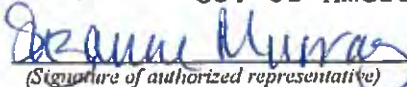
(Insert name and address of Owner) City of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, TX 75028

OWNER

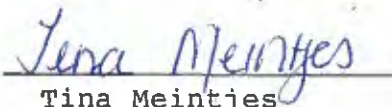
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 22, 2016.
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty & Surety
(Surety) Co. of America


(Signature of authorized representative)

Suzanne Murray, Attorney-In-
(Printed name and title) Fact

Attest: 
(Seal): Tina Meintjes



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230252

Certificate No. 006599841

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Christopher H. Noble, Frances Adams, Allen K. Dill, Debra Barnes, Suzanne Murray, Tina Meintjes, Peter M. Russell, Roger W. Bumgarner, Donald Holtmann, Jay Hale, Carmen Mims, Alison Griffith, Sylvia Huber, Lesley Whiting, Jennifer Lee, Bridgette S. Jackson, Madison Johnson, William Antrikin III, Edward R. Cooney, Sarah Leggio, Russell Jones, and Andrew McPhaul

of the City of Richardson, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of December, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 9th day of December, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: May 2, 2016

FROM: Kenneth Parr, Director of Public Works

ITEM: Consider approval of Amendment No. 4 to the Fiscal Year 2015-2016 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2015-2016 Capital Improvement Program (CIP) Amendment 3 was approved by Town Council on February 15, 2016. Amendment No. 4 is proposed to adjust funding and project timing for FY 2015-2016 debt sale. The amendment will require adjustments of General and Utility Funds this fiscal year. The proposed CIP Amendment No. 4 for FY 2015-2016, would increase the currently adopted General Fund budgeted expenditures from \$11,722,538 to \$12,417,538, and the Utility Fund budgeted expenditures will decrease from \$19,339,570 to \$15,864,570.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed CIP

FY 2015-2016:	General Capital Projects	\$12,417,538
	Utility Capital Projects	\$15,864,570
Five-Year CIP Plan:	General Capital Projects	\$157,377,342
	Utility Capital Projects	\$172,070,990

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. 4 Changes.

Finance Review by: Tammy Wilson, Executive Director Financial Services *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification Listing
2. CIP Amendment 4 Changes
3. CIP Amendment 4

RECOMMENDATION: Move to approve Amendment No. 4 to the Fiscal Year 2015-2016 Capital Improvement Program.

CIP Amendment 4

Streets

- FM 1171 at FM 2499 Eastbound Right Turn Lane; push debt of \$520,000.00 to FY 16-17
- Stonecrest Road; push debt of \$50,000.00 to FY16-17 & add \$150,000.00 of debt to FY16-17, to cover increased scope of project

Signals

- FM 1171 at Kirkpatrick – Reconstruction; add decision package funding of \$50,000.00 and add \$70,000.00 of Project Savings due to increases in construction cost estimate
- FM 1171 at Timber Creek-Reconstruction; add \$70,000.00 of Project Savings due to increases in construction cost estimate
- FM 407 at Browning; new project, budget from decision package of \$25,000.00

Street Reconstruction

- Canterbury Drive Reconstruction; reduce budget by \$275,000.00 and defer funding to FY 16-17
- Forest Vista Reconstruction Phase I; add \$1,800,000.00 of Street Reconstruction Funds
- McKamy Creek Rd. Recon; reduce budget by \$825,000.00 and defer funding to FY 16-17
- Superior Place Reconstruction; reduce budget by \$400,000.00 and defer funding to FY 16-17

Water

- Bruton Orand Elevated Storage Tank Rehab; push debt of \$1,320,000.00 to FY 16-17
- FM2499/FM3040 24-Inch Water Line Crossing Replacement – Add \$400,000.00 of Project Savings due to required realignment of water line
- Pintail Pump Station Capacity Improvements; add \$70,000.00 of utility Project Savings funds
- Pintail Pump Station Aux. Pwr. & Upgrades; push debt of \$1,500,000.00 to FY 16-17
- Utility Asset Management; Remove \$300K of debt this FY 15-16
- Western O&M Facility; add \$525,000.00 of utility Project Savings funds

Stormwater

- FM 2499 Drainage Improvements; add \$1,200,000.00 of 2015-16 Debt, from the Lift Station Improvements and Decommissioning WW project

Wastewater

- Lift Station Improvements and Decommissioning; add \$1,200,000.00 of debt to FY 16-17, and move FY 15-16 debt of \$1,200,000.00 to FM 2499 Drainage Improvements project
- Upper Timber Creek Interceptor Phase III; push \$600,000.00 to FY 16-17
- Wastewater Treatment Plant Final Clarification Rehabilitation; add \$20,000.00 of Project Savings to accommodate an additional modification, that would be required in the near future
- WW Treatment Plant Rehab IV; reduce debt \$1,000,000.00 due to lower design's construction estimate

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 2

STREET 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	
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 1171 at FM 2499 Eastbound Right Turn Lane	-	100,000	520,000	-	-	-	-	620,000	-	2	-	-	620,000	100,000	520,000	-	-	-	-	
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	-	-	
Lakeside Turn 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	-	-	-	-	-	-	-	-	-	
Skillem 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	-	-	-	-	-	
Stonecrest Road (500 ft North of Canyon Falls Dr. to Town Limit)	150,000	700,000	200,000	-	-	-	-	1,050,000	150,000	2.5	-	-	900,000	700,000	200,000	-	-	-	-	
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- OLD		\$ 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
SUBTOTAL - NEW		\$ 15,138,958	\$ 2,788,440	\$ 6,595,000	\$ 8,617,250	\$ 1,965,000	\$ 5,416,480	\$ 15,731,337	\$ 56,252,465	\$ 41,794,051		\$ 4,451,414	\$ -	\$ 10,007,000	\$ 965,000	\$ 2,045,000	\$ 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 2

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 Kirkpatrick - Reconstruction	220,000	120,000	-	-	-	-	-	340,000	120,000	2,4	220,000	-	-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	220,000	-	-	-	-	-	-	220,000	-	2	220,000	-	-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	220,000	70,000	-	-	-	-	-	290,000	70,000	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	-	-	-	-	-	-	-
FM 407 at Browning - NEW	-	25,000	-	-	-	-	-	25,000	25,000	2,4	-	-	-	-	-	-	-	-
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	-	125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-	-	-	-	-	-	-	500,000
SUBTOTAL - OLD	\$ 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
SUBTOTAL - NEW	\$ 859,400	\$ 570,000	\$ 325,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,349,400	\$ 2,650,000	\$ 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 2

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	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Canterbury Drive Reconstruction (Churchill to Dover) **	\$ 75,000	\$ -	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 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 I (Lake Shore to FM 2499) **	175,000	3,225,000	-	-	-	-	-	3,400,000	3,400,000	8	-		-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss 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	-		-	-	-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	238,000	-	825,000	-	-	-	-	1,063,000	1,063,000	8	-		-	-	-	-	-	-	-	-
Morriss Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **	-	-	-	-	-	2,800,000	-	2,800,000	2,800,000	8	-		-	-	-	-	-	-	-	-
Morriss 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	-		-	-	-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	100,000	-	400,000	-	-	-	-	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		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 3,598,000	\$ 4,185,000	\$ 4,450,000	\$ 2,275,000	\$ 2,644,000	\$ 2,800,000	\$ 2,162,000	\$ 22,114,000	\$ 22,114,000		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 2

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
** 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 2

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 Replacements (Staton Oak, & Timber Creek parks) **	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	
2017-18 Playground Replacements(Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow parks) **	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-		-		-	-	-	-	-	-	
2019-20 Playground Replacements (Lakewood, Pecan Orchard, Stone Creek, Thrush West, & Gerault parks)	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-		-		-	-	-	-	-	-	
2020-21 Playground Replacements (Grand, Peacock, & Chinn Chapel parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-	-	-	-	-	-	
2022-23 Playground Replacements (Cortadera, Wilkerson, & Possum parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-	-	-	-	-	-	
2023-24 Playground Replacements (Northshore, Jakes Hilltop, & Rustic Timbers parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-	-	-	-	-	-	
2024-25 Playground Replacements (Thrush East, & Westchester parks) **	-	-	-	-	-	-	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 - OLD	\$ 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
GRAND TOTAL GENERAL FUND - NEW	\$ 39,139,358	\$ 12,417,538	\$ 16,369,379	\$ 27,062,250	\$ 10,864,000	\$ 9,991,480	\$ 41,533,337	\$ 157,377,342	\$ 111,555,045		\$ 11,325,297		\$ -		\$ 34,497,000	\$ 3,140,000	\$ 2,990,000	\$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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 2

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	\$ 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	-	-	-	-	-
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	-	-	-	-	-	-	-	-	-
FM2499/FM3040 24-inch Water Line Crossing Replacement	-	550,000	-	-	-	-	-	550,000	550,000	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
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	-	-	-	-	-	-	-	-
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 Capacity Improvements	900,000	490,000	-	-	-	-	-	1,390,000	1,090,000	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	-	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	-	330,000	270,000	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 Pump Station 10MG Ground Storage Tank Modification	-	50,000	300,000	-	-	-	-	350,000	-	1.2	-	-	350,000	50,000	300,000	-	-	-	-
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	-	-	-	-	-
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	-
Utility Asset Management & Utility Replacement	300,000	-	300,000	300,000	300,000	300,000	-	1,500,000	-	2	300,000	-	1,200,000	-	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	8,553,785	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 (Temporaty FS #6)	250,000	725,000	-	-	-	-	-	975,000	975,000	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 - OLD	\$ 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
SUBTOTAL - NEW	\$ 26,620,420	\$ 8,553,785	\$ 12,405,000	\$ 9,185,000	\$ 1,620,000	\$ 1,725,000	\$ 43,006,000	\$ 103,115,205	\$ 19,742,165		\$ 21,962,040	\$ -	\$ 61,411,000	\$ 4,245,000	\$ 11,420,000	\$ 5,710,000	\$ 3,060,000	\$ 1,720,000	\$ 35,256,000

** Project Includes ADA Improvements

(1,695,000)

695,000

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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 2

STORMWATER 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
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	-		-		-		-	-	-	-	-	-
FM 2499 Drainage Improvements (Gerault to Denton Creek)	500,000	1,200,000	-	-	-	-	-	1,700,000	500,000	1,2	-		-		1,200,000		1,200,000	-	-	-	-	-
Lusk Lane Drainage Improvements Phase II	-	20,000		-	-	-	-	20,000	20,000	2	-		-		-		-	-	-	-	-	-
McKamy Creek Bank 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		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 500,000	\$ 1,380,000	\$ 220,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 500,000	\$ 3,050,000	\$ 1,850,000		\$ -		\$ -		\$ 1,200,000		\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -

** 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

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	-	-	-	-	-	-
Lift Station Improvements and Decommissioning	50,000	325,000	1,400,000	-	-	-	-	1,775,000	50,000	2	-	-	-	1,725,000	325,000	1,400,000	-	-	-	-	-
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 Phase III (FM 1171 to Hidden Forest Drive)	-	410,000	600,000	-	-	-	-	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 Final Clarification Rehabilitation	350,000	320,000	-	-	-	-	-	670,000	320,000	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 IV (Dewatering, B&L)	940,000	4,600,000	-	-	-	-	-	5,540,000	780,000	2	160,000	-	-	4,600,000	4,600,000	-	-	-	-	-	-
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 - OLD	\$ 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
SUBTOTAL - NEW	\$ 13,285,000	\$ 5,930,785	\$ 4,755,000	\$ 9,340,000	\$ 6,860,000	\$ 805,000	\$ 24,930,000	\$ 65,905,785	\$ 10,285,785		\$ 9,635,000		\$ -	\$ 45,985,000	\$ 5,175,000	\$ 4,550,000	\$ 6,465,000	\$ 6,305,000	\$ 500,000	\$ 22,990,000
		(2,980,000)						(980,000)												
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
GRAND TOTAL UTILITY FUND	\$ 40,405,420	\$ 15,864,570	\$ 17,380,000	\$ 18,675,000	\$ 8,630,000	\$ 2,680,000	\$ 68,436,000	\$ 172,070,990	\$ 31,877,950		\$ 31,597,040		\$ -	\$ 108,596,000	\$ 10,620,000	\$ 15,970,000	\$ 12,175,000	\$ 9,365,000	\$ 2,220,000	\$ 58,246,000
		(3,475,000)						915,000							(4,490,000)					

** 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 3

STREET 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
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	-	100,000	520,000	-	-	-	-	620,000	-	2	-	-	620,000	100,000	520,000	-	-	-	-
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	-	-	-	-	-	-	-	-
Morris/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	-	-	-	-	-	-	-	-	-
Skillern 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	700,000	200,000	-	-	-	-	1,050,000	150,000	2.5	-	-	900,000	700,000	200,000	-	-	-	-
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	\$ 2,788,440	\$ 6,595,000	\$ 8,617,250	\$ 1,965,000	\$ 5,416,480	\$ 15,731,337	\$ 56,252,465	\$ 41,794,051		\$ 4,451,414	\$ -	\$ 10,007,000	\$ 965,000	\$ 2,045,000	\$ 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 3

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	120,000	-	-	-	-	-	340,000	120,000	2,4	220,000		-	-	-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	220,000	70,000	-	-	-	-	-	290,000	70,000	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		-	-	-	-	-	-	-	-
FM 407 at Browning	-	25,000	-	-	-	-	-	25,000	25,000	2,4	-		-	-	-	-	-	-	-	-
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	\$ 570,000	\$ 325,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,349,400	\$ 2,650,000		\$ 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 3

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) **	\$ 75,000	\$ -	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 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	3,225,000	-	-	-	-	-	3,400,000	3,400,000	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.) **	238,000	-	825,000	-	-	-	-	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 (Amhears to end of Cul-de-Sac) **	325,000	-	-	-	-	-	-	325,000	325,000	8	-		-		-		-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	100,000	-	400,000	-	-	-	-	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	\$ 3,598,000	\$ 4,185,000	\$ 4,450,000	\$ 2,275,000	\$ 2,644,000	\$ 2,800,000	\$ 2,162,000	\$ 22,114,000	\$ 22,114,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 3

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
** 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 3

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 Replacements (Staton Oak, & Timber Creek parks) **	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2017-18 Playground Replacements(Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow parks) **	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-		-		-		-	-	-	-	-	-
2019-20 Playground Replacements (Lakewood, Pecan Orchard, Stone Creek, Thrush West, & Gerault parks)	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-		-		-		-	-	-	-	-	-
2020-21 Playground Replacements (Grand, Peacock, & Chinn Chapel parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-		-	-	-	-	-	-
2022-23 Playground Replacements (Cortadera, Wilkerson, & Possum parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-		-	-	-	-	-	-
2023-24 Playground Replacements (Northshore, Jakes Hilltop, & Rustic Timbers parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-		-	-	-	-	-	-
2024-25 Playground Replacements (Thrush East, & Westchester parks) **	-	-	-	-	-	-	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	\$ 39,139,358	\$ 12,417,538	\$ 16,369,379	\$ 27,062,250	\$ 10,864,000	\$ 9,991,480	\$ 41,533,337	\$ 157,377,342	\$ 111,555,045		\$ 11,325,297		\$ -		\$ 34,497,000		\$ 3,140,000	\$ 2,990,000	\$ 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 3

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	\$ 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	-	550,000	-	-	-	-	-	550,000	550,000	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/IUPRR 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	
Morriss Road Water Line (FM 407 to FM 1171)	-	-	-	-	-	-	7,120,000	7,120,000	350,000	0.2	-	-	6,770,000	-	-	-	-	6,770,000	
Morriss 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	490,000	-	-	-	-	-	1,390,000	1,090,000	2.5	-	-	300,000	300,000	-	-	-	-	
Pintail Pump Station (Auxiliary Power & Upgrades)	-	330,000	270,000	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	-	50,000	300,000	-	-	-	-	350,000	-	1.2	-	-	350,000	50,000	300,000	-	-	-	
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	-	1,500,000	-	2	300,000	-	1,200,000	-	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	-	
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	725,000	-	-	-	-	-	975,000	975,000	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 - NEW	\$ 26,620,420	\$ 8,553,785	\$ 12,405,000	\$ 9,185,000	\$ 1,620,000	\$ 1,725,000	\$ 43,006,000	\$103,115,205	\$19,742,165		\$ 21,962,040	\$ -	\$ 61,411,000	\$ 4,245,000	\$ 11,420,000	\$ 5,710,000	\$ 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)																			

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 3

STORMWATER 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
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	1,200,000	-	-	-	-	-	1,700,000	500,000	1,2	-		-		1,200,000		1,200,000	-	-	-	-	-
Lusk Lane Drainage Improvements Phase II	-	20,000		-	-	-	-	20,000	20,000	2	-		-		-		-	-	-	-	-	-
McKamy Creek Bank 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	\$ 1,380,000	\$ 220,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 500,000	\$ 3,050,000	\$ 1,850,000		\$ -		\$ -		\$ 1,200,000		\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -

** 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)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2015-2016
Amendment 4
05/2/2016

Attachment 3

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	325,000	1,400,000	-	-	-	-	1,775,000	50,000	2	-	-	-	1,725,000	325,000	1,400,000	-	-	-	-	-
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)	-	410,000	600,000	-	-	-	-	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	320,000	-	-	-	-	-	670,000	320,000	2	350,000	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	940,000	4,600,000	-	-	-	-	-	5,540,000	780,000	2	160,000	-	-	4,600,000	4,600,000	-	-	-	-	-	-
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	\$ 5,930,785	\$ 4,755,000	\$ 9,340,000	\$ 6,860,000	\$ 805,000	\$ 24,930,000	\$ 65,905,785	\$ 10,285,785		\$ 9,635,000		\$ -	\$ 45,985,000	\$ 5,175,000	\$ 4,550,000	\$ 6,465,000	\$ 6,305,000	\$ 500,000	\$ 22,990,000	
GRAND TOTAL UTILITY FUND	\$ 40,405,420	\$ 15,864,570	\$ 17,380,000	\$ 18,675,000	\$ 8,630,000	\$ 2,680,000	\$ 68,436,000	\$ 172,070,990	\$ 31,877,950		\$ 31,597,040		\$ -	\$ 108,596,000	\$ 10,620,000	\$ 15,970,000	\$ 12,175,000	\$ 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
- 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. 5

CONSENT ITEM

DATE: May 2, 2016

FROM: Brian Waltenburg, P.E., Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Forest Vista Reconstruction Phase I project, in the amount of \$29,817.50; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Professional Services Agreement includes construction materials engineering and testing for the Forest Vista Reconstruction Phase I (Lake Shore Dr. to FM 2499) project.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$29,817.50

Proposed Expenditure:	Account Number(s):
\$29,817.50	316-560-78022

Finance Review by: Tammy Wilson, Executive Director Financial Services *tw*

LEGAL REVIEW: The Town's standard professional services agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No 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 a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Forest Vista Reconstruction Phase I project, in the amount of \$29,817.50; and authorize the Mayor to execute the same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ALLIANCE GEOTECHNICAL GROUP**

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 **ALLIANCE GEOTECHNICAL GROUP**, ("hereinafter referred to as "CONSULTANT") whose address is 3228 Halifax Street, Dallas, Texas 75247

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Forest Vista Reconstruction Phase I (Lake Shore Dr. to FM 2499) project; and

WHEREAS, CONSULTANT is a construction materials engineering and testing firm qualified to provide such services and is willing to undertake the performance of such services for 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 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 the Construction Materials Engineering and Testing for Forest Vista Reconstruction Phase I (Lake Shore Dr. to FM 2499) 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 Twenty-Nine Thousand Eight Hundred Seventeen and 50/100 dollars (\$29,817.50). 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.

CONSULTANT will bill TOWN on an hourly basis for certain services provided combined with a flat fee for specific tests performed in accordance with Attachment "A"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "A" 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, within thirty (30) days of receipt of each such monthly invoice

TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

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 may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance

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

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

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
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:

Brian Waltenburg, P.E.
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 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.

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.

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. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract, except to the extent that such liability is covered by CONSULTANT's insurance, whether maintained as a requirement of this Contract or otherwise.

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 in an amount not to exceed:

- (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus
- (2) The total dollar amount of this Contract.

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:

Brian Waltenburg, P.E.
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 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:

Perry Kakara, SET
Alliance Geotechnical Services
3228 Halifax Street
Dallas, Texas 75247
972-444-8889 Telephone
972-444-8893 Facsimile

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. Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution.

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

This Contract is fully performable in Denton County, Texas, 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 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:
ALLIANCE GEOTECHNICAL GROUP**

By: _____
Name: _____
Title: _____
Date Signed: _____

State of Texas §
 §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, 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:



- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING AND TESTING

March 25, 2016

Mr. Brian Waltenburg
Senior Project Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Phn: (972) 874-6234
Email: brian.waltenburg@flower-mound.com

Re: Forest Vista Reconstruction Phase 1
Flower Mound, Texas
Engineering Inspection & Testing Services
AGG Proposal No: P16-0325C

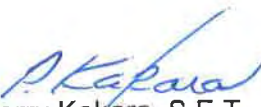
Dear Mr. Waltenburg:

Alliance Geotechnical Group (AGG) is pleased to confirm our firm's interest in providing materials inspection and testing services for the proposed project noted above. A schedule of unit fees for this project is attached

After reviewing our fee schedule if you have any questions, please contact the undersigned at (972) 444-8889. If acceptable, please sign below and fax back to our office as our Authorization to Proceed. We look forward to the opportunity of working with you on this project.

Respectfully submitted,

ALLIANCE GEOTECHNICAL GROUP


Perry Kakara, S.E.T.
CME Department Manager


Robert P. Nance
President

Approved by: _____
Signature

Date: _____

SCHEDULE OF FEES**FOR****CONSTRUCTION MATERIALS ENGINEERING & TESTING****FOREST VISTA RECONSTRUCTION PHASE 1 FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P16-0325C**

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
A. SUB-GRADE TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	6	@	\$165.00	each	\$990.00
• Material Analysis -200	6	@	\$35.00	each	\$210.00
• Atterberg Limits	6	@	\$55.00	each	\$330.00
• Grade Beam In-Place Density Test	0	@	\$35.00	each	\$0.00
• Mass Fill In-Place Density Test	0	@	\$18.00	each	\$0.00
• Sulfate Test (1 per 300 lf) as needed	15	@	\$90.00	each	\$1,350.00
• Paving/Walks Subgrade In-Place Density Test*	31	@	\$35.00	each	\$1,085.00
• Lime Series (5 Point PI Method)	6	@	\$250.00	each	\$1,500.00
• Texas Wet Ball Mill	0	@	\$190.00	each	\$0.00
• Concrete Subgrade Gradation	0	@	\$18.00	each	\$0.00
• Lime Subgrade Gradation Test	16	@	\$18.00	each	\$288.00
• Lime Subgrade Depth Check	16	@	\$18.00	each	\$288.00
• Sr. Engineering Tech to perform testing	66	@	\$47.50	hour	\$3,135.00
• Sr. Engineering Tech Overtime to perform testing	0	@	\$71.25	hour	\$0.00
• Project Manager	12	@	\$75.00	hour	\$900.00
• Sr. Geotechnical Engineer Project Review	0	@	\$125.00	hour	\$0.00
• Vehicle Charge	18	@	\$40.00	trip	\$720.00
Sub-Total					\$10,796.00
B. UTILITY BACKFILL TESTING & INSPECTION					
• Moisture/Density Relationship of Soils (ASTM D-698)	3	@	\$165.00	each	\$495.00
• Atterberg Limits	3	@	\$55.00	each	\$165.00
• Material Analysis -200	3	@	\$35.00	each	\$105.00
• In-Place Density Test* (ASTM D2922)	47	@	\$35.00	each	\$1,645.00
• Concrete Test Cylinders (4 cylinders per set) MH/Inlet	52	@	\$18.00	each	\$936.00
• Sr. Engineering Tech to perform testing	65	@	\$47.50	hour	\$3,087.50
• Project Manager	20	@	\$75.00	hour	\$1,500.00
• Vehicle Charge	22	@	\$40.00	trip	\$880.00
Sub-Total					\$8,813.50

SCHEDULE OF FEES**FOR****CONSTRUCTION MATERIALS ENGINEERING & TESTING****FOREST VISTA RECONSTRUCTION PHASE 1 FLOWER MOUND, TEXAS AGG PROPOSAL NO.: P16-0325C**

DESCRIPTION OF SERVICES	QUANTITY		UNIT FEE	UNIT	FEE
C. CONCRETE & REINFORCING TESTING & INSPECTION					
• Sr. Geotechnical Engineer Pier Review	0	@	\$125.00	hour	\$0.00
• Concrete Inspection & Testing (regular time)	136	@	\$47.50	hour	\$6,460.00
• Concrete Inspection & Testing (over time)	0	@	\$71.25	hour	\$0.00
• Concrete Cylinder Test	76	@	\$18.00	each	\$1,368.00
• Grout Testing	0	@	\$18.00	each	\$0.00
• Mortar	0	@	\$18.00	each	\$0.00
• Project Manager	20	@	\$75.00	hour	\$1,500.00
• Vehicle Charge	22	@	\$40.00	trip	\$880.00
Sub-Total					\$10,208.00
D. ASPHALT TESTING & INSPECTION					
• Gradation/A. C. Content	0	@	\$175.00	each	\$0.00
• Density Air Voids	0	@	\$35.00	each	\$0.00
• Sulfate Soundness	0	@	\$285.00	each	\$0.00
• Hveem Stability	0	@	\$105.00	each	\$0.00
• Asphalt Cores	0	@	\$50.00	set	\$0.00
• Lab Molded Densities	0	@	\$45.00	set	\$0.00
• Rice Gravities	0	@	\$45.00	each	\$0.00
• TxDOT Level 1B Asphalt Technician	0	@	\$50.00	hour	\$0.00
• TxDOT Level 1A Asphalt Technician	0	@	\$55.00	hour	\$0.00
• Vehicle Charge	0	@	\$35.00	trip	\$0.00
Sub-Total					\$0.00
ESTIMATED TOTAL					\$29,817.50

NOTES:

1. It is understood that the contractor will be invoiced at overtime rates of 1.5 times the regular hourly rate for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup may apply.
3. Any additional tests will be billed on a hourly rate and charged at the applicable rate, portal-to-portal.
4. Additional test not specified in this proposal will be quoted upon request.
5. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.
6. The above unit rates are based on the project plans provided to AGG by the Town of Flower Mound



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: May 2, 2016

FROM: Brian Waltenburg, P.E., Senior Project Engineer

ITEM: Consider approval of the award of Bid No. 2016-49 to TISEO Paving Company, Inc., for the Forest Vista Reconstruction Phase I project, in the amount of \$3,012,867.70; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On April 12, 2016, bids were received and opened for the Forest Vista Reconstruction Phase I (Lakeshore to FM2499) project. TISEO Paving Company, Inc., submitted the lowest qualified bid of the two responding bidders, at a base bid of \$3,012,867.70.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$3,012,867.70

Proposed Expenditure:	Account Number(s):
\$3,012,867.70	316-560-78022

Finance Review by: Tammy Wilson, Executive Director Financial Services *tw*

LEGAL REVIEW: The Town's standard construction 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 these documents.

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

RECOMMENDATION: Move to award Bid No. 2016-49 to TISEO Paving Company, Inc., for the Forest Vista Reconstruction Phase I project, in the amount of \$3,012,867.70; and authorize the Mayor to execute same on behalf of the Town.



Town of Flower
Mound
Bid Tabulation

Bid No: 2016-49 - Forest Vista Reconstruction Phase I (Lakeshore to FM2499)

Bid Opening: April 15, 2016 at 2:00pm

Company	Total Bid
Tiseo Paving Company	\$ 3,012,867.70
Ed Bell Construction Company	\$ 4,288,025.50

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

Certified By:	Rochelle M. Ragas, CPPB	4/15/2016
	Purchasing Manager	
	Town of Flower Mound, Texas	

TOWN OF FLOWER MOUND
FOREST VISTA RECONSTRUCTION PHASE I

Bid # 2016-49

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 2nd day of May, 2016, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Tiseo Paving Company, a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

FOREST VISTA RECONSTRUCTION PHASE I
Bid # 2016-49

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

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

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

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

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Three Million Twelve Thousand Eight Hundred Sixty Seven Dollars and Seventy cents (\$3,012,867.70)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of Three Hundred (300) calendar days, and final completion of Three Hundred Fifty (350) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

by the Town within thirty (30) calendar days after it receives written demand from the Town.

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

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

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

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

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

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

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

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

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

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

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

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

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

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this

Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain.

The Contractor agrees that the sum of Five Hundred and Zero Hundredths Dollars (\$500.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Five Hundred and Zero Hundredths Dollars (\$500.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town.

An interim milestone, to be completed by August 15, 2016, will be required under this contract. This milestone shall consist of the completion of Phase I, including sub-phases A, B, and C, per the supplied Traffic Control Plan. The Contractor agrees that the sum of Two Hundred and Fifty and Zero Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been substantially completed by the Contractor beyond the mentioned date for this interim milestone.

The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

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

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

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

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

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

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

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy

endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

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

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

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

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

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

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the

penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

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

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

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

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

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

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

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

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

This Agreement will be effective on the 2nd day of May, 2016.

TOWN OF FLOWER MOUND

CONTRACTOR

Thomas E. Hayden, MAYOR

_____ (Signature)

_____ (Printed Name)

_____ (Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

_____ (Position)

APPROVED AS TO FORM AND
LEGALITY:

TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: May 2, 2016

FROM: David Bauer, Construction Manager

ITEM: Consider approval of final acceptance of the Heritage Park of Flower Mound Phase II project, Dog Park section, and authorization for final payment to 2L Construction, LLC., in the amount of \$3,000.00.

BACKGROUND INFORMATION:

The Heritage Park of Flower Mound Phase II project, Dog Park section, is complete. This item provides for the final project acceptance, a final payment of \$3,000.00 of retainage, for a total contract amount of \$877,181.50.

BOARD REVIEW/CITIZEN FEEDBACK:

N/A

ALTERNATIVES/OPTIONS:

N/A

FISCAL IMPACT: \$46,417.34

Proposed Expenditure:	Account Number(s):
\$3,000.00	317-110-90706

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

LEGAL REVIEW:

N/A

ATTACHMENTS:

1. Final Contract Estimate for Payment
2. Consent of Surety
3. Affidavit of Bills Paid

RECOMMENDATION: Move to approve final acceptance of the Heritage Park of Flower Mound Phase II project, Dog Park section, and authorize final payment to 2L Construction, LLC., in the amount of \$3,000.00.

CONTRACT ESTIMATE FOR PAYMENT

Project:		Heritage Park Phase II Dog Park		Estimate No.: 9 & 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
1	CLEARING AND GRUBBING AND REMOVAL IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	LS	1	\$ 40,000.00	\$ 40,000.00	1.00	0.00	1.00	\$ 40,000.00	\$ -	\$ 40,000.00	100.00%
2	EROSION CONTROL IN ACCORDANCDE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	LS	1	\$ 8,000.00	\$ 8,000.00	1.00	0.00	1.00	8,000.00	-	8,000.00	100.00%
3	EARTHWORK AND FINE GRADING IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	LS	1	\$ 35,000.00	\$ 35,000.00	1.00	0.00	1.00	35,000.00	-	35,000.00	100.00%
4	IRRIGATION SYSTEM (INCLUDING TAP, METER, METER VAULT, RIP DEVICE) IN ACCORDANCE WITH PLANS AND SPECIFICATION, COMPLETE AND IN PLACE	LS	1	\$ 100,000.00	\$ 100,000.00	1.00	0.00	1.00	100,000.00	-	100,000.00	100.00%
5	SOLID SOD INSIDE THE DOG PARK FENCE LINE AS INDICATED ON THE PLANS AND IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	SF	150,522	\$ 0.50	\$ 75,261.00	150522.00	0.00	150522.00	75,261.00	-	75,261.00	100.00%
6	SOLID SOD OUTSIDE THE DOG PARK FENCE LINE AS INDICATED ON THE PLANS AND IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	SF	36,837	\$ 0.50	\$ 18,418.50	36837.00	0.00	36837.00	18,418.50	-	18,418.50	100.00%
7	5" CONCRETE PARKING WITH MONOLITHIC CURB ON 6" TREATED SUBGRADE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	SF	8,546	\$ 5.00	\$ 42,730.00	8546.00	0.00	8546.00	42,730.00	-	42,730.00	100.00%
8	7" CONCRETE FIRE LANE ON 6" TREATED SUBGRADE, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	SF	12,484	\$ 6.25	\$ 78,025.00	12484.00	0.00	12484.00	78,025.00	-	78,025.00	100.00%
9	5 1/2" CONCRETE SIDEWALK PAVING ON COMPACTED SUBGRADE INCLUDING SHADE STRUCTURE SLAB, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	SF	10,362	\$ 4.50	\$ 46,629.00	10362.00	0.00	10362.00	46,629.00	-	46,629.00	100.00%
10	6" GALVANIZED CHAIN LINK FENCE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	LF	2,018	\$ 23.00	\$ 46,414.00	2018.00	0.00	2018.00	46,414.00	-	46,414.00	100.00%
11	6" BLACK VINYL CHAIN LINK FENCE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	LF	1,344	\$ 37.00	\$ 49,778.00	1344.00	0.00	1344.00	49,728.00	-	49,728.00	100.00%
12	12" WIDE X 6" TALL CHAIN LINK DOUBLE GATE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	LF	4	\$ 1,100.00	\$ 4,400.00	4.00	0.00	4.00	4,400.00	-	4,400.00	100.00%
13	12" WIDE X 6" TALL BLACK VINYL CHAIN LINK DOUBLE GATE, IN ACCORDANCE WITH PLANS AND SPECIFICATION COMPLETE AND IN PLACE	EA	2	\$ 1,000.00	\$ 2,000.00	2.00	0.00	2.00	2,000.00	-	2,000.00	100.00%
14	4" WIDE X 6" TALL BLACK VINYL CHAIN LINK SINGLE GATE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	EA	7	\$ 450.00	\$ 3,150.00	7.00	0.00	7.00	3,150.00	-	3,150.00	100.00%
15	4" WIDE X 6" TALL CHAIN LINK SINGLE GATE, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	EA	1	\$ 330.00	\$ 330.00	1.00	0.00	1.00	330.00	-	330.00	100.00%
16	12" WIDE CONCRETE MOESTRIP IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	LF	2,792	\$ 17.00	\$ 47,464.00	2792.00	0.00	2792.00	47,464.00	-	47,464.00	100.00%
17	ACCESS RAMP (1) IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	EA	3	\$ 1,200.00	\$ 3,600.00	3.00	0.00	3.00	3,600.00	-	3,600.00	100.00%
18	ACCESS RAMP (2) IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	EA	1	\$ 1,400.00	\$ 1,400.00	1.00	0.00	1.00	1,400.00	-	1,400.00	100.00%
19	ACCESS RAMP (3) IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, COMPLETE AND IN PLACE	EA	1	\$ 1,200.00	\$ 1,200.00	1.00	0.00	1.00	1,200.00	-	1,200.00	100.00%
20	PARKING LOT AND ACCESSIBILITY STRIPING IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	LS	1	\$ 2,500.00	\$ 2,500.00	1.00	0.00	1.00	2,500.00	-	2,500.00	100.00%
21	ACCESSIBLE PARKING SIGNS IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	EA	4	\$ 220.00	\$ 880.00	4.00	0.00	4.00	880.00	-	880.00	100.00%
22	1" TAP METER AND BACKFLOW PREVENTION DEVICE PER TOWN STANDARDS IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	LS	1	\$ 3,500.00	\$ 3,500.00	1.00	0.00	1.00	3,500.00	-	3,500.00	100.00%
23	1" COPPER WATER SERVICE LINE IN ACCORDANCE WITH PLANS AND SPECIFICATION COMPLETE AND IN PLACE	LF	132	\$ 25.00	\$ 3,300.00	132.00	0.00	132.00	3,300.00	-	3,300.00	100.00%
24	3/4" COPPER WATER LINE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	LF	370	\$ 17.00	\$ 6,290.00	370.00	0.00	370.00	6,290.00	-	6,290.00	100.00%
25	WATER FOUNTAIN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	EA	3	\$ 5,000.00	\$ 15,000.00	3.00	0.00	3.00	15,000.00	-	15,000.00	100.00%
26	PEDESTRIAN BRIDGE INCLUDING ABUTMENT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	LS	1	\$ 88,000.00	\$ 88,000.00	1.00	0.00	1.00	88,000.00	-	88,000.00	100.00%
27	PET WASH HYDRANT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	EA	2	\$ 4,000.00	\$ 8,000.00	2.00	0.00	2.00	8,000.00	-	8,000.00	100.00%
28	5" CURB INLET IN ACCORDANCE WITH PLANS AND SPEFICATIONS COMPLETE AND IN PLACE	EA	1	\$ 3,000.00	\$ 3,000.00	1.00	0.00	1.00	3,000.00	-	3,000.00	100.00%
29	12" STORM DRAIN LINE (PVC OR HDPE) IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	LF	165	\$ 24.00	\$ 3,960.00	165.00	0.00	165.00	3,960.00	-	3,960.00	100.00%
30	8" STORM DRAIN LINE (PVC OR HDPE) IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	LF	200	\$ 20.00	\$ 4,000.00	200.00	0.00	200.00	4,000.00	-	4,000.00	100.00%
31	12" CATCH BASIN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	EA	2	\$ 1,000.00	\$ 2,000.00	2.00	0.00	2.00	2,000.00	-	2,000.00	100.00%
32	HEADWALL IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	EA	1	\$ 950.00	\$ 950.00	1.00	0.00	1.00	950.00	-	950.00	100.00%
33	ROCK RIP-RAP IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	SY	9	\$ 100.00	\$ 900.00	9.00	0.00	9.00	900.00	-	900.00	100.00%
34	ENGINEERED WOOD FIBER (3" DEEP) IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	CY	554	\$ 45.00	\$ 24,930.00	554.00	0.00	554.00	24,930.00	-	24,930.00	100.00%
35	STONE RETAINING WALL IN ACCORDANCE WITH PLANS AND SPECIFICATION COMPLETE AND IN PLACE	LS	1	\$ 23,500.00	\$ 23,500.00	1.00	0.00	1.00	23,500.00	-	23,500.00	100.00%
36	ELECTRICAL CONDUIT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	LS	1	\$ 2,200.00	\$ 2,200.00	1.00	0.00	1.00	2,200.00	-	2,200.00	100.00%
Bid Option 2	OPTION 2: SOIL AMENDMENTS INTERIOR TO FENCES ONLY ON SOD AREAS (2" OF COMPOST) IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	CY	891	\$ 22.00	\$ 19,602.00	891.00	0.00	891.00	19,602.00	-	19,602.00	100.00%
Bid Option 4	OPTION 4: ENTRY SIGN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	LS	1	\$ 14,000.00	\$ 14,000.00	1.00	0.00	1.00	14,000.00	-	14,000.00	100.00%
Bid Option 6	OPTION 6: ALLOWANCE TO INSTALL BOULDERS SUPPLIED BY OWNER (RENTAL OF BACKHOE FOR 1 WEEK TO MOVE BOULDERS-40 HOURS EQUIPMENT AND 40 HOURS OPERATOR) IN ACCORDANCE WITH PLANS AND SPECIFICATIONS	LS	1	\$ 5,000.00	\$ 5,000.00	1.00	0.00	1.00	5,000.00	-	5,000.00	100.00%
Bid Option 7	OPTION 7: PEDESTRIAN BENCHES IN ACCORDANCE WITH PLANS AND SPECIFICATIONS COMPLETE AND IN PLACE	EA	12	\$ 1,500.00	\$ 18,000.00	12.00	0.00	12.00	18,000.00	-	18,000.00	100.00%
CO1-A	GALVANIZED HAND RAIL	LF	120.00	\$ 55.00	\$ 6,600.00	120.00	0.00	120.00	6,600.00	-	6,600.00	100.00%
CO1-B	CONCRETE TOE UNDER RAIL	LF	138.00	\$ 10.00	\$ 1,380.00	138.00	0.00	138.00	1,380.00	-	1,380.00	100.00%
CO1-C	FENCE POSTS ON BRIDGE ABUTMENT	EA	4.00	\$ 366.25	\$ 1,465.00	4.00	0.00	4.00	1,465.00	-	1,465.00	100.00%
CO1-D	IRRIGATION CHANGES	LS	1.00	\$ 5,475.00	\$ 5,475.00	1.00	0.00	1.00	5,475.00	-	5,475.00	100.00%
CO2-A	ENTRY MONUMENT SIGN MODIFICATIONS	EA	1.00	\$ 4,000.00	\$ 4,000.00	1.00	0.00	1.00	4,000.00	-	4,000.00	100.00%
CO2-B	DEDICATION PLAQUE	EA	1.00	\$ 2,700.00	\$ 2,700.00	0.00	1.00	1.00	-	2,700.00	2,700.00	100.00%
CO2-C	ADDITIONAL FENCE and GATE at BRIDGE	LS	1.00	\$ 2,300.00	\$ 2,300.00	1.00	0.00	1.00	2,300.00	-	2,300.00	100.00%
TOTAL					877,231.50				874,481.50	2,700.00	877,181.50	99.99%

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

Bond No: PB-02253100401

PROJECT: Heritage Park Phase 2 – Dog Park
Flower Mound, TX

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

PROJECT NO. Bid No. 2015-66

CONTRACT FOR: Site Improvements

CONTRACTOR: 2L Construction, LLC
P.O. Box 397
Rhome, TX 76078

CONTRACT DATE: April 20, 2015

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above,
the

Philadelphia Indemnity Insurance Company, SURETY,
on Bond of

2L Construction, LLC, 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

Town of Flower Mound, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this 16th day of February, 2016

Philadelphia Indemnity Insurance Company

Surety Company

Charles K. Miller
Signature of Authorized Representative

Charles K. Miller, Attorney-In-Fact

Title

Attest:
(Seal)

Shannon Lewis

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Clint Norris, Steven J. Zinecker, Jessica Luna Montgomery, Shannon Lewis and Charles K. Miller of Southwest Assurance Group, Inc.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

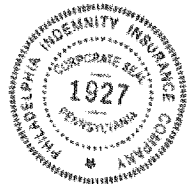
RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

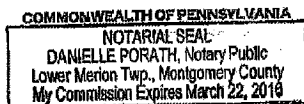
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: _____

residing at: _____

Bala Cynwyd, PA

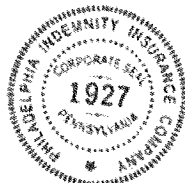
(Notary Seal)

My commission expires: _____

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of February, 2016.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



AIA Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Heritage Park Phase 2-Dog Park Flower Mound, TX	ARCHITECT'S PROJECT NUMBER:	OWNER ☒
	CONTRACT FOR: Site Improvements	ARCHITECT ☐
		CONTRACTOR ☐
TO OWNER: <i>(Name and address)</i> Town of Flower Mound 2121 Cross Timbers Rd. Flower Mound, TX 75028	CONTRACT DATED: April 20, 2015	SURETY ☐
		OTHER ☐

STATE OF: Texas

COUNTY OF: Wise

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

N/A

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety, may be used for this purpose.

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™).

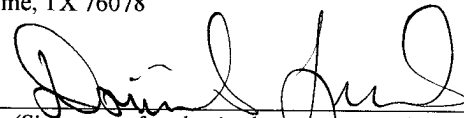
CONTRACTOR: *(Name and address)*

2L Construction, LLC

PO Box 397

Rhome, TX 76078

BY:

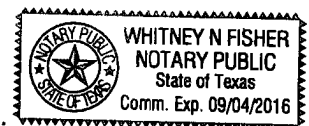

 (Signature of authorized representative)

Dominick Leonardo, President

(Printed name and title)

Subscribed and sworn to before me
on this date: **March 2, 2016**

Notary Public: *Whitney N Fisher*
My Commission Expires: **9-4-16**





TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: May 2, 2016

FROM: Brian Waltenburg, P.E., Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement for the design phase services for the Shady Point Acres Water Line Replacement project, with Wade Trim, Inc., for \$128,629.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The project includes replacement of approximately 5,000 linear feet of 8-inch water main in the Shady Point Acres subdivision. The replacement is required due to the undersized water lines, water quality issues, and the lack of fire hydrants in the area.

The scope of the Professional Services Agreement includes survey, subsurface utility engineering, Construction Plans-Specifications-Estimates (PS&E Package) and bid phase services.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$128,629.00

Proposed Expenditure:	Account Number(s):
\$128,629.00	630-960-98843

Finance Review by: Tammy Wilson, Executive Director Financial Services *tw*

LEGAL REVIEW: The Town's standard professional services agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No 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 for the design phase services for the Shady Point Acres Water Line Replacement project, with Wade Trim, Inc., for \$128,629.00; and authorize the Mayor to execute same on behalf of the Town.

Horn

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
WADE TRIM, 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 **Wade Trim, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 105 N. Oak St, Roanoke, TX 76262.

RECITALS

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

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

TERMS OF AGREEMENT

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

**I.
Employment of Consultant**

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Twenty-Eight Thousand Six Hundred Twenty Nine and No/100 Dollars (\$128,629.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing

CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
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:

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 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:

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6234 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:

David Speicher, P.E.
Vice President
Wade Trim, Inc.
105-C North Oak Street
Roanoke, Texas 76262
682-237-7718 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.

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:
Wade Trim, 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:

**WADETRIM**

Attachment A

March 28, 2016

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

Attention: Mr. Brian Waltenburg, PE
Senior Project Engineer

Re: Shady Point Acres Water Line Project
Proposal for Professional Engineering Services

Dear Mr. Waltenburg:

We appreciate the opportunity to perform engineering services for the Town of Flower Mound's planned water main replacement project. The Town is requesting engineering consulting services for the design of approximately 5,000 feet of new water main and the addition of fire hydrants throughout the project.

At your request, we have prepared this Proposal for professional services associated with the design of the water main replacement within the Shady Point Acres. These services will include Survey, Subsurface Utility Engineering, Construction Plans-Specifications-Estimates (PS&E Package) and bid phase services.

Listed below is a more detailed description of our proposed services:

Scope of Design Engineering Services

With the above understanding, we propose to provide Project Management functions including conducting meetings with staff. Our Project Manager, David Speicher, will conduct the meeting at 30% and 100% completion, or as requested by the City and the following design engineering services:

- Task 1. Right-of-Entry: We will utilize the Denton Central Appraisal District website to prepare a spreadsheet list of the owners' names and addresses for private property which will need to be accessed in order to complete the survey. A letter requesting right-of-entry will be prepared and submitted to the client for review and approval. Once approved, the letters will be sent to the owners via U.S. mail. Responses (or lack thereof) to the letters will be tracked on the spreadsheet so the field crews will know which sites they have been granted/denied access to. In the event that a particular parcel must be

Wade Trim, Inc.
105-C North Oak Street
Roanoke, TX 76262

682.237.7718 Direct
877.533.9873 Toll Free
682.237.7719 Fax
www.wadetrim.com

Town of Flower Mound
March 2, 2016
Page 2

accessed and the land owner is non-responsive or becomes hostile, we may request the assistance of the Town to resolve the matter. Cost for services - \$ 840 (anticipated (53 letters)

- Task 2. Topographic Alignment Survey and Right-of-Way Determination: The scope of this proposal will include an on the ground survey under the direct supervision of a Registered Professional Land Surveyor. The limits of the topographic survey shall be from right-of-way to right-of-way, plus 25 feet on each side. We will survey the existing trees within the right-of-way, plus 10 feet on each side. Cost for Services - \$25,692 (anticipated 5,183 LF)
- Task 3. Subsurface Utility Engineering: The scope of this proposal includes Quality Level "A" and "B" S.U.E. Utilities to be designated including gas, telecommunications, electric and water. Designating will be performed within the street ROW in the limits shown in the attached Exhibit "A". Sanitary sewer, storm and overhead utilities are not included in the scope of this proposal. Two days of QL "A" test holes will be included in the budget. Test hole locations will be determined by Wade Trim but may require the assistance of the Town once the QL "B" S.U.E. deliverable has been reviewed. Cost for services – \$37,647 (Level A -2 Days of drilling (approximately 8 bores) and Level B/C 21,500 LF)
- Task 4. S.U.E. Surveying Services: Scope includes an on the ground survey under the direct supervision of a Registered Professional Land Surveyor. Cost for Services \$8,250 (anticipated 2 days)
- Field measurements to "tone marks" placed on-site by others
 - Field measurements to "test holes" placed on-site by others
 - Field measurements to visible above ground utility appurtenances
 - Flow-line measurements of sanitary sewer manholes
 - Up to three trips to tie markings, tone marks and/or bore holes
- Task 5. Easement Documents: We will prepare two separate instrument easement dedication as required for this project. Cost for services - \$3,300 (anticipated 2 easement documents)
- Task 6. Prepare PS&E Package for the design of the reconstruction of the water main. Coordinate with franchise utilities serving the area to minimize conflict during design and construction; this includes assisting in any utility coordination meetings. We will try to minimize the impact to utility companies. It is estimated that the design plans will be approximately 15 pages and include: Cost for services - \$40,700

Town of Flower Mound
March 2, 2016
Page 3

- Cover Sheet
- Construction Notes
- Construction Details
- Survey Control Sheet
- Water Plan Sheets
- Traffic Control Sheets
- Soil Erosion and Sedimentation Control Sheets

Task 7. Prepare written specifications and contract documents for all work proposed.
Cost for services - \$6,500

Task 8. Prepare a complete set of bid documents, including the contract documents and technical specifications, for the Town's use in bidding the Project. Assist the Town in the bidding of the project. Included are issuing the bid advertisement and preparing the bid documents and addendums, as required. Not included are tabulating the bids and making a recommendation of award, and developing notice of award and notice to proceed documents.
Cost for services - \$4,700

Task 9. Wade Trim proposes to provide the Town with As-Constructed Engineering Documents. Construction administration and project management are not included. Cost for services - \$1000

We propose to perform these services for a lump sum fee in the amount of \$128,629. We can begin work immediately upon receiving authorization to proceed and have the project ready to bid within six months after receiving authorization to proceed.

Please contact our office if you have any questions regarding this Proposal. We appreciate the opportunity to provide these services to the Town of Flower Mound.

Very truly yours,

Wade Trim, Inc.



David T. Speicher, PE
Vice President

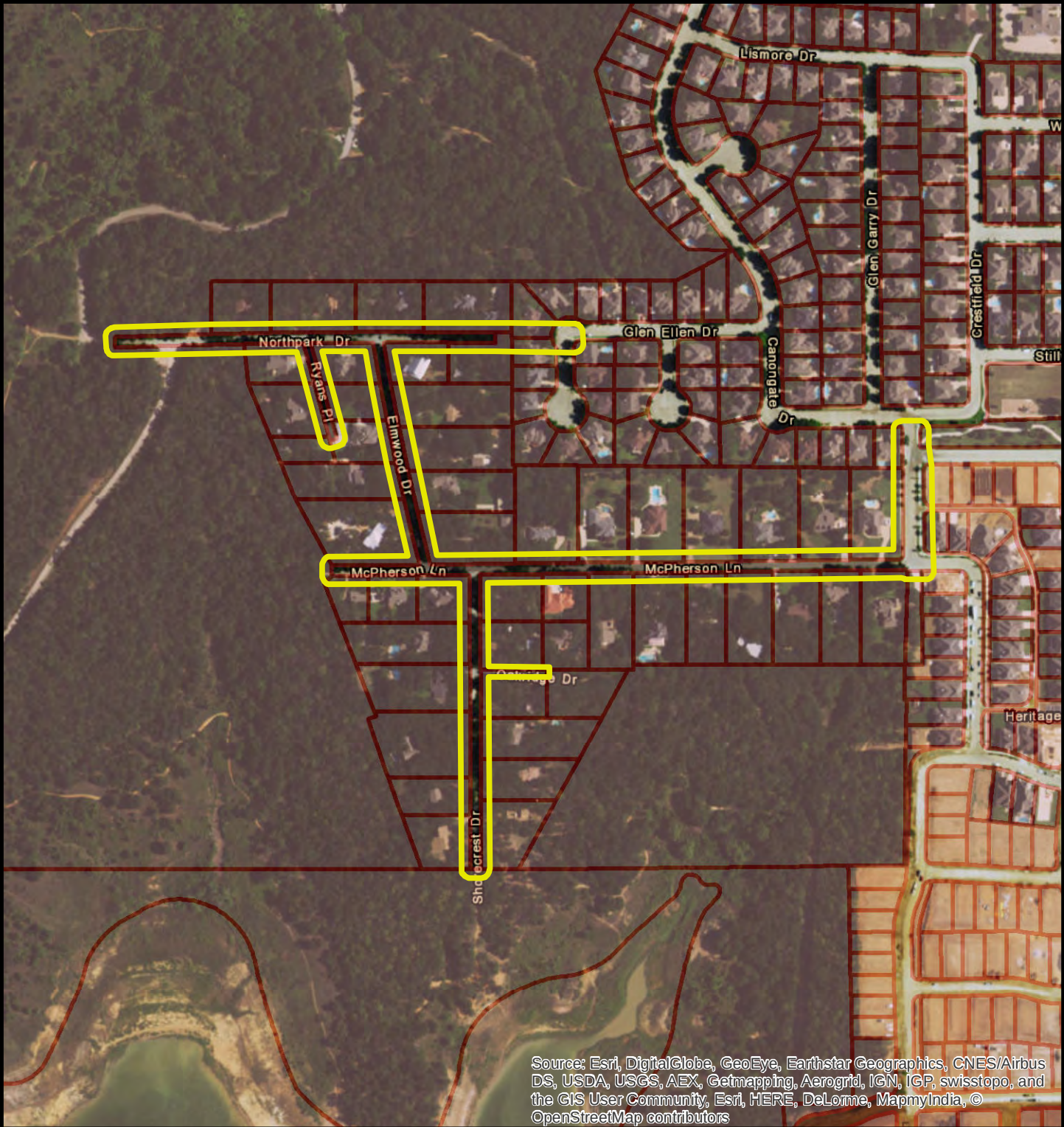
DTS:ka
AAA 8140-16

Flower Mound-Shady Point Acres Water Proj Prop Ltr.docx

EXHIBIT A

SHADY POINT ACRES WATER LINE REPLACEMENT
DESIGN & SURVEY

 **WADE TRIM**
105 C North Oak Street
Roanoke, TX 76262
(682) 237-7718
March 28, 2016



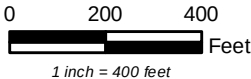
KEY TO FEATURES

-  LIMITS OF DESIGN
-  DENTON APPRAISAL PARCELS



NOTES

BACKGROUND IMAGE FROM
ESRI AERIALS



DATUM

NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: May 2, 2016

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

ITEM: Consider approval of Change Order No. 1, for an increase in the amount of \$676.45, the final acceptance of the Raintree 12-inch Water Line project, and authorization of final payment to the contractor, Wilson Contractor Services, LLC., in the amount of \$36,615.69; and authorization for the Mayor to execute on behalf of the Town.

BACKGROUND INFORMATION: On August 13, 2014, bids were received and opened for the construction of the Raintree 12-inch Water Line project. Wilson Contractor Services, LLC, submitted the lowest bid of the six responding bidders at a base bid of \$225,565.62.

The Raintree 12-inch Water Line project included construction of 1,871 linear feet of 12-inch water line that provided additional reliability to the system and was part of the Town's Water Master Plan.

Final payment consists of \$16,738.05 of work completed, less \$1,030.25 of failed tests, and \$20,907.89 of retainage, for a total final payment of \$36,615.69, and total contract value of \$226,242.07.

FISCAL IMPACT: \$36,615.69

Proposed Expenditure:	Account Number(s):
\$36,615.69	630-960-98771

Finance Review by: Tammy Wilson, Executive Director Financial Services *tw*

ATTACHMENTS:

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

RECOMMENDATION: Move to approve Change Order No. 1, for an increase in the amount of \$676.45, the final acceptance of the Raintree 12-inch Water Line project, and authorize final payment to the contractor, Wilson Contractor Services, LLC., in the amount of \$36,615.69; and authorize the Mayor to execute on behalf of the Town.

CHANGE ORDER No. 1 and Final

Effective Date: Effective on the date of execution by the Mayor following approval of Town Council

Owner: Town of Flower Mound
 Contractor: Wilson Contractor Services, LLC.
 Project: **Raintree 12-inch Water Line**

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	Quan	Unit Price	Extended Amount
						\$ -
8P	Sodding	SY	Deduct	100	\$9.00	\$ (900.00)
11P	Remove and Reinstall Metal Fence	LF	Deduct	120	\$30.00	\$ (3,600.00)
12P	12" Corrugated Metal Pipe	LF	Deduct	130	\$20.30	\$ (2,639.00)
13P	24" Corrugated Metal Pipe	LF	Deduct	35	\$32.00	\$ (1,120.00)
1W	12" PVC C-900, DR-18 Water Main Pipe	LF	Deduct	92	\$45.05	\$ (4,144.60)
3W	Fire Hydrant Assembly	EA	Add	1	\$3,927.25	\$ 3,927.25
4W	12" Gate Valve and Box	EA	Add	1	\$2,640.00	\$ 2,640.00
5W	1" Type "K" Water Service, Short	EA	Add	3	\$655.00	\$ 1,965.00
6W	1" Type "K" Water Service, Long	EA	Add	1	\$1,711.00	\$ 1,711.00
7W	Class "A" Meter Box	EA	Add	4	\$112.00	\$ 448.00
8W	Connection to Existing 12" Water Main	EA	Deduct	1	\$2,970.00	\$ (2,970.00)
9W	Connection to Existing 6" Water Main	EA	Add	1	\$3,605.00	\$ 3,605.00
11W	Trench Safety for Water Main	LF	Deduct	92	\$1.50	\$ (138.00)
CO1-A	Stainless All Thread Rods	EA	Add	30	\$3.00	\$ 90.00
CO1-B	15" Metal Culvert w/Acc Delivered & Installed	LF	Add	60	\$30.03	\$ 1,801.80
SUBTOTAL						\$ 676.45

Original Contract

Change Order #1 and Final

Revised Contract Price

\$	225,565.62
\$	676.45
\$	226,242.07

JUSTIFICATION

Bid items; 8P, 11P - 13P, 1W, 3W - 9W, 11W, CO1-A and CO1-B provide for in place quantities and contract adjustments to complete the work.

Recommended
for Approval

Tiffany Bruce
Engineering Manager

Date

Contractor

Date

Contractor Title

Approved

Thomas E. Hayden
Mayor

Date

CONTRACT ESTIMATE FOR PAYMENT

Project: Raintree Drive 12-Inch Water Line

Estimate No.: 6 & 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
1P	Mobilization	LS	1.00	\$ 11,000.00	\$ 11,000.00	0.95	0.05	1.00	\$ 10,450.00	\$ 550.00	\$ 11,000.00	100.00%
2P	Right-of-Way Preparation	LS	1.00	\$ 12,105.00	\$ 12,105.00	1.00	0.00	1.00	12,105.00	-	12,105.00	100.00%
3P	Project Signage	EA	2.00	\$ 600.00	\$ 1,200.00	2.00	0.00	2.00	1,200.00	-	1,200.00	100.00%
4P	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%
5P	SW3P Implementation and Maintenance	LS	1.00	\$ 3,671.40	\$ 3,671.40	1.00	0.00	1.00	3,671.40	-	3,671.40	100.00%
6P	6" Thick Reinforced Concrete Driveway	SF	1,590.00	\$ 10.90	\$ 17,331.00	1590.00	0.00	1590.00	17,331.00	-	17,331.00	100.00%
7P	Concrete Riprap	SY	10.00	\$ 98.13	\$ 981.30	10.00	0.00	10.00	981.30	-	981.30	100.00%
8P CO1	Sodding	SY	0.00	\$ 9.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
9P	Hydromulching	SY	3,000.00	\$ 1.00	\$ 3,000.00	3000.00	0.00	3000.00	3,000.00	-	3,000.00	100.00%
10P	Flexible Base for Miscellaneous Gravel	SY	20.00	\$ 53.00	\$ 1,060.00	20.00	0.00	20.00	1,060.00	-	1,060.00	100.00%
11P CO1	Remove and Reinstall Metal Fence	LF	0.00	\$ 30.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
12P CO1	12" Corrugated Metal Pipe	LF	0.00	\$ 20.30	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
13P CO1	24" Corrugated Metal Pipe	LF	25.00	\$ 32.00	\$ 800.00	25.00	0.00	25.00	800.00	-	800.00	100.00%
1W CO1	12" PVC C-900, DR-18 Water Main Pipe	LF	1,709.00	\$ 45.05	\$ 76,990.45	1709.00	0.00	1709.00	76,990.45	-	76,990.45	100.00%
2W	12" PVC C-900, DR-18 Water Main Pipe, Bore	LF	71.00	\$ 24.09	\$ 1,710.39	71.00	0.00	71.00	1,710.39	-	1,710.39	100.00%
3W CO1	Fire Hydrant Assembly	EA	3.00	\$ 3,927.25	\$ 11,781.75	2.00	1.00	3.00	7,854.50	3,927.25	11,781.75	100.00%
4W CO1	12" Gate Valve and Box	EA	7.00	\$ 2,640.00	\$ 18,480.00	6.00	1.00	7.00	15,840.00	2,640.00	18,480.00	100.00%
5W CO1	1" Type "K" Water Service, Short	EA	9.00	\$ 655.00	\$ 5,895.00	6.00	3.00	9.00	3,930.00	1,965.00	5,895.00	100.00%
6W CO1	1" Type "K" Water Service, Long	EA	8.00	\$ 1,711.00	\$ 13,688.00	7.00	1.00	8.00	11,977.00	1,711.00	13,688.00	100.00%
7W CO1	Class "A" Meter Box	EA	17.00	\$ 112.00	\$ 1,904.00	13.00	4.00	17.00	1,456.00	448.00	1,904.00	100.00%
8W CO1	Connection to Existing 12" Water Main	EA	2.00	\$ 2,970.00	\$ 5,940.00	2.00	0.00	2.00	5,940.00	-	5,940.00	100.00%
9W CO1	Connection to Existing 6" Water Main	EA	2.00	\$ 3,605.00	\$ 7,210.00	1.00	1.00	2.00	3,605.00	3,605.00	7,210.00	100.00%
10W	Abandon Existing 6" Water Main	LF	1,645.00	\$ 2.19	\$ 3,602.55	1645.00	0.00	1645.00	3,602.55	-	3,602.55	100.00%
11W CO1	Trench Safety System for Water Main	LF	1,709.00	\$ 1.50	\$ 2,563.50	1709.00	0.00	1709.00	2,563.50	-	2,563.50	100.00%
12W	20" Steel Casing Pipe	LF	71.00	\$ 287.83	\$ 20,435.93	71.00	0.00	71.00	20,435.93	-	20,435.93	100.00%
CO1A	Stainless All Thread Rods	EA	30.00	\$ 3.00	\$ 90.00	0.00	30.00	30.00	-	90.00	90.00	100.00%
CO1B	15" Metal Culvert w/Acc Delivered & Installed	LF	60.00	\$ 30.03	\$ 1,801.80	0.00	60.00	60.00	-	1,801.80	1,801.80	100.00%
TOTAL					226,242.07				209,504.02	16,738.05	226,242.07	100.00%



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: May 2, 2016

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of final acceptance of the Individual Park Improvements project for Westchester, Glenwick, and Northshore Parks, and authorization for final payment to Wall Enterprises, in the amount of \$6,964.68.

BACKGROUND INFORMATION: This project is complete. This item provides for a final payment of \$6,964.68, which consists of \$201.25 of work completed and \$6,763.43 of retainage, for a final contract amount of \$67,835.50.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$6,964.68

Proposed Expenditure:	Account Number(s):
\$6,964.68	317-110-90761

Finance Review by: Tammy Wilson, Executive Director Financial Services *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Contract Estimate for Payment
2. Affidavit of All Bills Paid
3. Consent of Surety

RECOMMENDATION: Move to approve the final acceptance of the Individual Park Improvements project, Westchester, Glenwick, and Northshore Parks, and authorize final payment to Wall Enterprises in the amount of \$6,964.68.

CONTRACT ESTIMATE FOR PAYMENT

Project: Individual Park Improvements (Westchester, Glenwick, Northshore)

Estimate No.: 2 & 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
	WESTCHESTER PARK											
A1	PROJECT SIGN	EA	1	\$ 575.00	\$ 575.00	1.00	0.00	1.00	\$ 575.00	\$ -	\$ 575.00	100.00%
A2	WORKZONE SAFETY FENCE (ORANGE)	LF	400	\$ 2.75	\$ 1,100.00	400.00	0.00	400.00	1,100.00	-	1,100.00	100.00%
A3	INSTALL/REMOVE TEMPORARY SEDIMENT CONTROL FENCE	LF	50	\$ 4.75	\$ 237.50	50.00	0.00	50.00	237.50	-	237.50	100.00%
A4	BLOCK SODDING (BERMUDA)	SY	70	\$ 5.75	\$ 402.50	35.00	35.00	70.00	201.25	201.25	402.50	100.00%
A5	CONC PVMT, CONT REINF-CRCP, (5" THICK)(PRE-FAB METAL SHADE STRUCTURE PAD)	SY	85	\$ 113.50	\$ 9,647.50	85.00	0.00	85.00	9,647.50	-	9,647.50	100.00%
A6	CONC SIDEWALK (CONT REINF) (4" THICK) (CL C)	SY	75	\$ 87.00	\$ 6,525.00	75.00	0.00	75.00	6,525.00	-	6,525.00	100.00%
A7 CO1	DRILL SHAFT (PRE-FAB METAL SHADE STR)(18" DIA)(CL C)	LF	0.00	\$ 56.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
A8	FURNISH, DELIVER AND INSTALL CHARCOAL GRILL, DRILL SHAFT FOUNDATION AND CONC PAD (CONT REINF)(4" THICK)(3'X3')(CL C)	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	0.00	1.00	1,000.00	-	1,000.00	100.00%
	GLENWICK PARK											
B1	PROJECT SIGN	EA	1	\$ 575.00	\$ 575.00	1.00	0.00	1.00	575.00	-	575.00	100.00%
B2	WORKZONE SAFETY FENCE (ORANGE)	LF	400	\$ 2.75	\$ 1,100.00	400.00	0.00	400.00	1,100.00	-	1,100.00	100.00%
B3	INSTALL/REMOVE TEMPORARY SEDIMENT CONTROL FENCE	LF	100	\$ 5.00	\$ 500.00	100.00	0.00	100.00	500.00	-	500.00	100.00%
B4	BLOCK SODDING (BERMUDA)	SY	70	\$ 6.00	\$ 420.00	70.00	0.00	70.00	420.00	-	420.00	100.00%
B5	EARTHWORK (EXCAVATION)	CY	5	\$ 120.00	\$ 600.00	5.00	0.00	5.00	600.00	-	600.00	100.00%
B6	REM AND DISP METAL FRAME PICNIC TABLE	EA	2	\$ 150.00	\$ 300.00	2.00	0.00	2.00	300.00	-	300.00	100.00%
B7	REM AND DISP CONC PVMT AND FLATWORK	SY	12	\$ 55.00	\$ 660.00	12.00	0.00	12.00	660.00	-	660.00	100.00%
B8	CONC PVMT, CONT REINF-CRCP, (5" THICK)(PRE-FAB METAL SHADE STRUCTURE PAD)(26')(CL C)	SY	56	\$ 114.00	\$ 6,384.00	56.00	0.00	56.00	6,384.00	-	6,384.00	100.00%
B9	CONC SIDEWALK (CONT REINF) (4" THICK) (CL C)	SY	50	\$ 88.00	\$ 4,400.00	50.00	0.00	50.00	4,400.00	-	4,400.00	100.00%
B10 CO1	DRILL SHAFT (PRE-FAB METAL SHADE STR)(18" DIA)(CL C)	LF	0.00	\$ 56.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
B11	FURNISH, DELIVER AND INSTALL CHARCOAL GRILL, DRILL SHAFT FOUNDATION AND CONC PAD (CONT REINF)(4" THICK)(3'X3')(CL C)	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	0.00	1.00	1,000.00	-	1,000.00	100.00%
	NORTHSHORE PARK											
C1	PROJECT SIGN	EA	1	\$ 575.00	\$ 575.00	1.00	0.00	1.00	575.00	-	575.00	100.00%
C2	WORKZONE SAFETY FENCE (ORANGE)	LF	400	\$ 2.75	\$ 1,100.00	400.00	0.00	400.00	1,100.00	-	1,100.00	100.00%
C3	INSTALL/REMOVE TEMPORARY SEDIMENT CONTROL FENCE	LF	100	\$ 5.00	\$ 500.00	100.00	0.00	100.00	500.00	-	500.00	100.00%
C4	BLOCK SODDING (BERMUDA)	SY	70	\$ 6.00	\$ 420.00	70.00	0.00	70.00	420.00	-	420.00	100.00%
C5	EARTHWORK (EXCAVATION)	CY	20	\$ 125.00	\$ 2,500.00	20.00	0.00	20.00	2,500.00	-	2,500.00	100.00%
C6	CONC PVMT, CONT REINF-CRCP, (5" THICK)(PRE-FAB METAL SHADE STRUCTURE PAD)(26')(CL C)	SY	56	\$ 114.00	\$ 6,384.00	56.00	0.00	56.00	6,384.00	-	6,384.00	100.00%
C7	CONC SIDEWALK (CONT REINF) (4" THICK) (CL C)	SY	50	\$ 88.00	\$ 4,400.00	50.00	0.00	50.00	4,400.00	-	4,400.00	100.00%
C8 CO1	DRILL SHAFT (PRE-FAB METAL SHADE STR)(18" DIA)(CL C)	LF	0.00	\$ 56.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
C9	MODULAR BLOCK RETAINING WALL	SF	150	\$ 45.00	\$ 6,750.00	150.00	0.00	150.00	6,750.00	-	6,750.00	100.00%
C10	FURNISH, DELIVER AND INSTALL CHARCOAL GRILL, DRILL SHAFT FOUNDATION AND CONC PAD (CONT REINF)(4" THICK)(3'X3')(CL C)	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	0.00	1.00	1,000.00	-	1,000.00	100.00%
CO1 A	SPREAD FOOTING (34' CHARLESTON MODEL) - GLENWICK PARK	CY	1.00	\$ 2,868.00	\$ 2,868.00	1.00	0.00	1.00	2,868.00	-	2,868.00	100.00%
CO1 B	SPREAD FOOTING (26' CHARLESTON MODEL) - GLENWICK PARK	CY	2.00	\$ 2,868.00	\$ 5,736.00	2.00	0.00	2.00	5,736.00	-	5,736.00	100.00%
CO1 C	TRASH RECEPTACLE PAD (3' X 3')(4" THICK)	SY	2.00	\$ 88.00	\$ 176.00	2.00	0.00	2.00	176.00	-	176.00	100.00%
TOTAL					67,835.50				67,634.25	201.25	67,835.50	100.00%



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: May 2, 2016

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of the purchase and installation of play equipment for the 2015-16 Playground Replacements (Timber Creek) project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$179,096.00.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2015-2016 after recommendation from the Parks, Arts and Library Services Board for Park and Recreation needs for the Capital Improvement Program projects. Timber Creek Park playground is one of the playgrounds funded.

BOARD REVIEW/CITIZEN FEEDBACK: The PALS Board supports the purchase of this play equipment.

FISCAL IMPACT: \$179,096.00

Proposed Expenditure:	Account Number(s):
\$179,096.00	317-110-90815

Finance Review by: Tammy Wilson, Executive Director Financial Services *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Buyboard Proposal
2. Play Equipment picture

RECOMMENDATION: Move to approve purchase and installation of play equipment for the 2015-16 Playground Replacements (Timber Creek) project, from Child's Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$179,096.00.

**ADDRESS**

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

SHIP TO

Timber Creek Park
1100 Timber Creek Road
Flower Mound, TX 75028

QUOTE #	DATE	EXPIRATION DATE
2016-346	03/31/2016	05/31/2016

PROJECT

Timber Creek Park

SALES REP

KR

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISNUIN Custom Nucleus/Intensity Series Playground Structure - 2-5 & 5-12 Age Signs; 2 Bay Arch Swing w/2 Belt Seats & 2 Tot Seats; Playhouse; 4 Seat See Saw & KidForce Spinner	1	66,664.00	66,664.00
SPShade Butterfly Shade Canopy with Wings Up - 24' x 24' with 12' Post Height	1	17,839.00	17,839.00
Freight Freight	1	4,168.00	4,168.00
Site Work Removal of Existing Equipment & Wood Fiber	1	4,255.00	4,255.00
Installation Professional Turn-Key Installation of Playground Equipment & Drainage Pipe	1	20,075.00	20,075.00
Installation Professional Turn-Key Installation of Butterfly Shade Canopy	1	7,814.00	7,814.00
Artificial Turf System Artificial Turf - Green w/ Brown Thatch, Tape & Glue, Infill Sand, Freight, & Installation - Approx. 1,950 sq. ft.	1	13,426.00	13,426.00
PIP Rubber Poured-In-Place BondFlex Rubber Surfacing System with Wave Design & 100% Color - Appro. 4,285 sq. ft. ***BUYBOARD CONTRACT # 423-13***	1	44,855.00	44,855.00

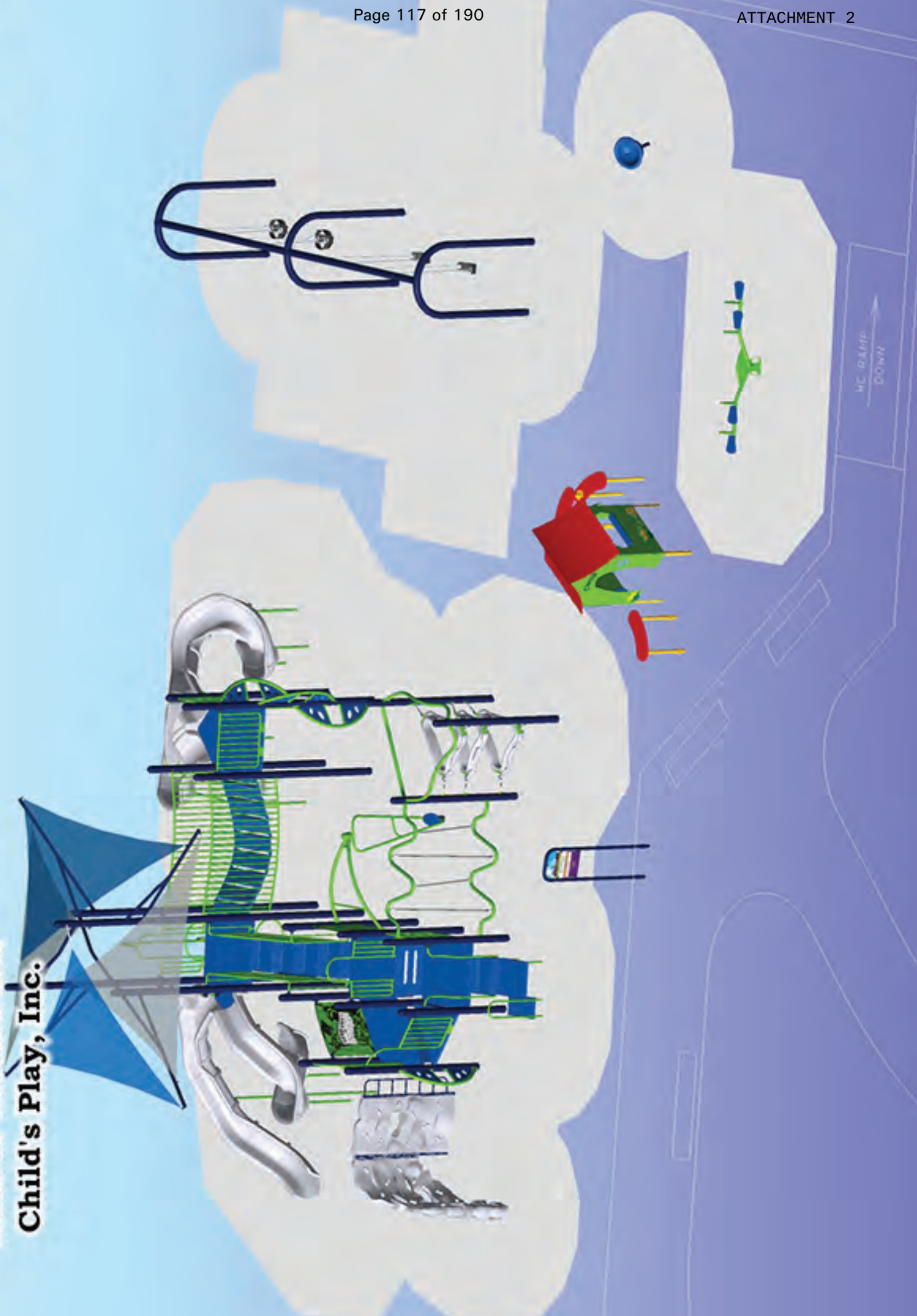
TOTAL

\$179,096.00

Accepted By

Accepted Date

**Proposal # 36-TimberCreek-1
Timber Creek Park
Child's Play, Inc.**





TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: May 2, 2016

FROM: Ken Parr, Executive Director of Public Works

ITEM: Consider approval of Farm Lease between the Town of Flower Mound and the Wayne Haynes Estate, for the Lease of Town Property located at 10300 Dunham Road; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town currently owns a 22.8 acres tract of land located at 10300 Dunham Road. At some time in the future this property will be utilized for a Park Recreational Facility and for a Reuse Water Storage and Pump Station Facility. The land is currently pastureland and is not being utilized by the Town.

The Town has been approached by the Wayne Haynes Estate about entering into a lease agreement for the property. The Estate owns property on Dunham and runs a cattle operation. They will be utilizing the property for cattle grazing. The Lease will be a yearly agreement that can be cancelled by the Town with a thirty (30) day notification to the Lessee. The Lease amount will be \$182.00 (\$8.00/acre) per year. The Lessee will be responsible for maintaining the property including all fenced and other improvements on the Premises. As needed, the Lessee will be required to mow the pastureland to keep the Premises free of trash and refuse. The Lessee cannot cut or otherwise damage or destroy trees of any kind upon the Premises with prior written consent of the Town. The Town will have the right to access the property as needed for inspection.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: The Town will receive \$180.00 in annual revenue from the Lease, and will not be out the expense of mowing or otherwise maintaining the property.

LEGAL REVIEW: Cara White, of Taylor, Olson, Adkins, and Elam L.L.P, has reviewed the interlocal agreement as to form and legality.

ATTACHMENTS:

1. Proposed Farm Lease

RECOMMENDATION: Move to approve a Farm Lease between the Town of Flower Mound and Wayne Haynes Estate, for the Lease of Town Property located at 10300 Dunham Road; and authorize the Mayor to execute same on behalf of the Town.

FARM LEASE

This Farm Lease (the “Agreement” or the “Lease”) is made and entered into this 2nd day of May, 2016, by and between Town of Flower Mound, (Lessor”), and Wayne Haynes Estate (“Lessee”).

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable considerations, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the land and any existing improvements and facilities existing thereon consisting of approximately 22.8 acres of land, located at 10300 Dunham Road in Town of Flower Mound, County of Denton, Texas (the “Premises”).

1. Purpose. The Premises shall be used exclusively for farming and livestock grazing, and for no other purposes. Lessee shall not cultivate any portion of the Premises without Lessor’s prior written consent.

2. Term. The term of this Lease shall be from May 2, 2016 to May 1, 2017, both dates inclusive, unless sooner terminated as herein provided. The term of this Lease shall continue from month to month thereafter unless either party gives thirty (30) days written notice to the other party before the expiration of any term hereof, or unless terminated and not continued in the event Lessee fails to pay Lessor the yearly rent in advance on or before the anniversary date of this Lease. It is further understood and agreed to by the Lessee that the Lessor shall have the right to develop any portion of the Premises for Town purposes during the term of this Lease. In such event, Lessor may cancel and terminate this Lease by giving Lessee thirty (30) days written notice of termination. In the development of the Premises or any portion thereof, and notification of cancellation and termination of this Lease or partial termination of the Lease by Lessor, Lessor shall prorate the Rent (as defined below) and reimburse Lessee for any unearned rent. Lessor reserves the right to assign this Lease.

3. Rent. Lessee agrees to pay Lessor without any prior demand therefore and without any deduction or setoff whatsoever as fixed annual rent, the sum of One Hundred Eighty-two U.S. Dollars (\$182.00) for the term of the Lease as described above on the effective date of this Lease. The address for payment of Rent to Lessor is listed in Section 15(e) of this Lease.

4. Maintenance. Lessee agrees and covenants to keep and maintain in good repair all fenced and other improvements on the Premises. Lessee shall not cut or otherwise damage or destroy trees of any kind growing upon the Premises without prior written consent of the Lessor.

Lessee shall not permit weeds or noxious plants or grasses to grow while the same may be kept down or eradicated by reasonable diligence and sound conservation practices. Lessee agrees to mow the permanent pastureland and dormant cultivation at such times as are needed. Lessee agrees to keep the Premises free from any accumulation of trash or refuse. Lessee shall not permit the scattering of wire or the placement of bailing wire on fences. Lessee agrees to not overstock the Premises with cattle or livestock and further agrees that Lessor shall be the sole judge of the capacity of the pasture and number of livestock that should graze thereon and Lessee agrees to abide the Lessor's decision in this matter.

5. Improvements and Major Repairs. Lessee may not make any alterations, additions or improvements to the Premises without the prior written consent of Lessor. Alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessee shall not mortgage or encumber any part of the Premises. Lessee shall incur no expense of any nature whatsoever or create any obligation of any kind for any purpose affecting the Premises.

6. Water Supply. Lessor shall have no responsibility or liability for supplying water to the Premises. Lessor shall not be required to furnish water for the benefit of Lessee, and if any buildings on the Premises shall be destroyed or damaged by a fire or any other cause, Lessor shall not be required to repair or replace the same or furnish a substitute for Lessee, and shall not be liable for any damaged or destroyed contents of the Lessee.

7. Right to Enter. Lessor or its authorized representatives shall have the right, at any reasonable time, to enter on the Premises for the purposes of making major repairs, alterations, improvements, examinations or surveys, and for the inspection of the Premises, including soil tests and borings on the Premises as it shall deem necessary or advisable. Lessor further reserves for itself the right to enter the Premises for the purpose of hunting wild game, birds, and for fishing.

8. No Partnership. This Lease shall not give rise to a partnership relationship between the parties hereto. Neither party shall have the authority to bind the other.

9. Indemnification. **LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES, INCLUDING PUNITIVE DAMAGES, LOSSES, INJURIES TO PERSON OR PROPERTY, OR RESPONSIBILITY ARISING THEREFROM, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, FOR THE DEFENSE THEREOF, ARISING FROM LESSEE'S USE OF THE PREMISES, OR FROM ANY ACT OR OMISSION BY LESSEE, ITS AGENTS, SERVANTS,**

EMPLOYEES, CONTRACTORS, GUESTS OR INVITEES ON OR ABOUT THE PREMISES DURING THE TERM OF THIS AGREEMENT OR PRIOR TO OR AFTER THE TERM OF THE AGREEMENT, IT BEING THE INTENT OF THE PARTIES THAT LESSEE'S INDEMNITY OBLIGATION BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT OR CONTRACTUAL, ACTIVE OR PASSIVE, INCLUDING GROSS NEGLIGENCE. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST LESSOR BY REASON OF ANY OF THE ABOVE, LESSEE, AS A MATERIAL PART OF THE CONSIDERATION TO LESSOR, HEREBY ASSUMES ALL RISK OF LOSS AND DAMAGE FROM ANY SOURCE TO LESSEE'S PROPERTY, OR PROPERTY UNDER LESSEE'S CONTROL, IN, UPON, OR ABOUT THE PREMISES OR IMPROVEMENTS THEREON, AND LESSEE HEREBY WAIVES ALL CLAIMS IN RESPECT THEREOF AGAINST LESSOR AND AGREES TO DEFEND AND SAVE LESSOR HARMLESS FROM AND AGAINST SUCH CLAIMS BY OTHERS, AND LESSEE AGREES THAT THIS INDEMNIFICATION IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, AND THAT IF ANY PORTION IS HELD INVALID, THEN IT IS AGREED THAT THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

10. Compliance with Law. Lessee shall, at Lessee's sole cost and expense, during the term hereof, comply with all laws and regulations of any governmental authority affecting the Premises including without limitations, the Federal Insecticide, Fungicide and Rodenticide Act, and will indemnify and hold Lessor and the Premises free and harmless from all liens, claims, demands or actions, which may result from the failure, neglect or refusal of Lessee to comply with said laws or regulations or claims by others.

11. No Assignment or Sublease. Lessee may not assign this Lease nor sublease any portion of the Premises without the prior written consent of Lessor.

12. Utility Charges. Lessee shall pay all utility charges, including without limitation, electricity, heat, water, gas, power, garbage, communications, and sewer services used in and about the Premises, to be paid before the same becomes delinquent.

13. Breach. If Lessor or Lessee fails to carry out any provisions of the Agreement, the other party shall have the right to terminate this Lease on thirty (30) days written notice to the offending party of his intention to do so.

14. Entire Agreement-Amendment. This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

15. Other Provisions.

a. Insurance. Lessee shall maintain liability insurance for the Premises, insuring Lessor from acts involving death or bodily injury in an amount equal to \$1,000,000.00 per occurrence. Lessor shall be listed as an additional insured on the policy. Lessee shall maintain insurance on its personal property located on the Premises.

b. Lessee's Acceptance of the Premises. Lessee accepts the Premises "AS IS" "WITH ALL FAULTS", and in its present condition. Lessee represents that the Premises are suitable for Lessee's purposes.

c. Attorney's Fees. If either party retains an attorney to enforce this Lease, the prevailing party shall be entitled to recover attorney's fees and costs relating thereto.

d. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

e. Notices. Any notice required or permitted hereunder must be in writing. Any notice required by this Lease will be deemed to be delivered three (3) days after (whether actually received or not) deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The addresses for notice shall be as follows:

Lessor: Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Lessee: Wayne Haynes Estate
c/o Ron Haynes
6536 Lake Side Circle
North Richland Hills, TX 76180

- f. Any and all other leases between Lessor and Lessee in reference to the premises are hereby deemed null and void.

IN WITNESS WHEREOF, the undersigned have executed this Lease to be effective as of the date first above written.

LESSOR:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

By: _____

Name: Thomas E. Hayden

Title: Mayor

LESSEE:

By: _____

Name: Wayne Haynes Estate
Ron Haynes, Executor



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: May 2, 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 Appendix A "Fee Schedule", relative to adding a permit fee for farmers' market applications.

BACKGROUND INFORMATION: The proposed ordinance amendment establishes a permit application fee for farmers' market applications. The Town Council recently amended the Town's zoning regulations to allow a farmers' market to be located on Town-owned property and established the requirement for farmers' markets to be in compliance with applicable state laws and Town regulations.

Any potential farmers' market in the Town would be required to obtain a permit to operate through the Environmental Health Services (EHS) division. The designated market manager for a farmers' market would be responsible for the permit application and associated fee. The proposed amendment to Appendix A, "Fee Schedule", establishes a tiered permit fee for a farmers' market. The fee will be based on the number of food vendors proposed for a farmers' market. The tiered fee structure is proposed to address the proportionate amount of staff time required to process the permit application and conduct the pre-opening inspection and subsequent compliance inspections of the food vendors.

The proposed annual permit fee for a farmers' market would be structured as follows: \$200 for 1 – 30 vendors, \$300 for 31 – 60 vendors, and \$400 for 60+ vendors.

CITIZEN FEEDBACK: As of April 20, 2016, staff has not received additional feedback related to this item.

ALTERNATIVES/OPTIONS: The Town may establish an alternative fee structure to permit and regulate farmers' markets.

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 Appendix A "Fee Schedule", relative to adding a permit fee for farmers' market applications.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A "FEE SCHEDULE" SECTION 18-123(A) "FOOD ESTABLISHMENT PERMIT FEES" OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND TO ADD ANNUAL PERMIT FEES FOR FARMERS' MARKETS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING 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 of Flower Mound possesses all the rights, powers, and authorities possessed by all home rule municipalities to regulate the fees for services provided; and,

WHEREAS, the Town of Flower Mound has determined that it needs to establish a fee to cover administrative costs associated with farmers' market permits and inspections;

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

SECTION 1

Section 18-123(a) of Appendix A "Fee Schedule" of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

- (a) *Food establishment permit fees.* Each separate food establishment operating within the corporate limits of the Town of Flower Mound, shall pay the following fees:

Food establishment (annually).....\$300.00

Temporary food establishment (per booth/per event).....40.00

Mobile food establishment (annually).....300.00

Snow cone-type seasonal refreshment stand (six months).....50.00

Deposit to ensure removal of refreshment stand.....350.00

Farmers' market permit (annually) ...	1 – 30 vendors = \$200.00
	31 – 60 vendors = \$300.00
	60+ vendors = \$400.00

SECTION 2

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

Ordinance No. _____

and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 3

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 4

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 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 2ND DAY OF MAY, 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. 14

REGULAR ITEM

DATE: May 2, 2016

FROM: Tracy Knierim, Executive Director of Community Relations *JK*

ITEM: Public Hearing to consider adopting on first reading an ordinance of the Town Council of the Town of Flower Mound, Texas, granting a franchise to operate and maintain the service of solid waste and recycling collection and hauling over, upon, along, and across the present and future streets, alleys, bridges, and public properties of the Town of Flower Mound, Texas; providing regulations for the operation of said services, and all matters incident and related thereto.

BACKGROUND INFORMATION: On October 5, 2015, The Town's solid waste and recycling services provider Waste Management proposed a significant rate increase of almost double the current base rate for residential collection to maintain the current service level. As a result, staff determined that it would be in the best interest of the Town to solicit proposals to insure the Town can continue to provide the best services at the best value to its citizenry and businesses. The current contract with Waste Management will expire on September 30, 2016. If another provider is selected, the Town is required to provide the current company with a 90-day notice of non-renewal.

On January 10, 2016 RFP No. 2016-22 was made public, with a deadline for proposals of February 3, 2016. The Town received four responses from Community Waste Disposal, Republic Services, Waste Management and Progressive Waste.

On April 18, 2016 staff brought forward a first reading of the Solid Waste Franchise which was subsequently tabled pending further evaluation and the submission of additional information from the top three firms.

BOARD REVIEW/CITIZEN FEEDBACK: An evaluation committee was formed which independently reviewed each proposal in accordance with the requirements of the RFP (see evaluation criteria). The committee met on February 17, 2016 to discuss the evaluations. Additional information was received and reviewed on March 3. Based upon the evaluation criteria, each firm scored as follows:

<u>Firm</u>	<u>Score</u>
Community Waste Disposal, L.P.	343
Allied Waste dba Republic Services	299
Waste Management	253
Progressive Waste	210

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Revenue to be determined

Finance Review by: TBD

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

ATTACHMENTS:

1. Solid Waste Ordinance
2. Evaluation Criteria
3. Evaluation Team Rating Calculation Form
4. Solid Waste & Recycling Services Matrix
5. CWD Correspondence
6. Republic Services Correspondence
7. Waste Management Correspondence

RECOMMENDATION: Move to adopt on first reading the attached ordinance granting to _____, the right and privilege to operate and maintain the service of solid waste and recycling collection and hauling over, upon, along, and across the present and future streets, alleys, bridges, and public properties of the Town of Flower Mound in order to preserve and protect the public health of the citizens of the Town and rejecting all other proposals received, in accordance with section 11.2 of the Request for Proposals and State law.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, GRANTING A FRANCHISE FOR SOLID WASTE SERVICES TO _____; AMENDING CHAPTER 70, ARTICLE IV "SOLID WASTE" OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; REPEALING DIVISIONS 1 AND 2 OF ARTICLE V "SOLID WASTE" IN APPENDIX B; 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, Articles III and X of the Charter of the Town of Flower Mound authorize the Town Council to grant, amend, renew, and extend all franchises for public utilities by ordinance upon two readings; and

WHEREAS, the Town Council is authorized to adopt regulations for controlling and governing solid waste collection, handling, transportation, storage, processing and disposal pursuant to Chapter 363 of the Texas Health and Safety Code; and

WHEREAS, the Town Council finds that this ordinance is in the best interest of the Town of Flower Mound and is necessary to preserve and protect the public 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

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 incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

_____ is hereby granted a franchise, license, and privilege within the territorial jurisdiction of the Town and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal, and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the franchise agreement between the Town of Flower Mound and _____, which will not be codified, but shall be kept on file in the Town Secretary's Office and is made effective in accordance with this Ordinance and made a part of this Ordinance by reference.

ORDINANCE NO. _____

SECTION 3

From and after October 1, 2016, Section 70-261 of the Code of Ordinances of the Town of Flower Mound, entitled "Regulations for collection and disposal", is hereby amended in its entirety and replaced with the following provision:

"Sec. 70-261. - Regulations for collection and disposal.

The regulations regarding solid waste collection and disposal, including the rates and charges for solid waste collection services, are contained in the effective franchise agreement for solid waste collection services on file in the Town Secretary's Office."

SECTION 4

From and after October 1, 2016, Section 70-262 of the Code of Ordinances of the Town of Flower Mound, entitled "Rates and charges", is hereby repealed in its entirety.

SECTION 5

From and after October 1, 2016, Division 1 and Division 2 of Article V, entitled "Solid Waste," in Appendix B of the Code of Ordinances are hereby repealed in their entirety.

SECTION 6

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

SECTION 7

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

SECTION 8

Any person, firm or corporation who violates any provision of this Ordinance 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.

ORDINANCE NO. _____

SECTION 9

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of any ordinances 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 10

The Town Secretary of the Town of Flower Mound is hereby directed to publish the full text of this ordinance once each week for two consecutive weeks in the official newspaper of the Town in accordance with Town Charter Sec. 10.02.

SECTION 11

This Ordinance shall be in full force and effect from and after the expiration of 30 days following its passage, pursuant to the terms contained herein, and publication as required by law, and it is so ordained.

DULY PASSED, APPROVED, AND ADOPTED ON FIRST READING BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF _____, 2016.

DULY PASSED, APPROVED, AND ADOPTED ON SECOND READING BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF _____, 2016.

APPROVED:

Thomas E. Hayden, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY**APPROVED AS TO FORM AND LEGALITY:**

Bryn Meredith, TOWN ATTORNEY

EVALUATION CRITERIA

- 1 The evaluation criteria or elements listed below will be used to determine which proposal response is most advantageous to the Town. Said determination will be made in the Town's best interest, and shall therefore be considered final. Responses received to this solicitation will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the solicitation and Scope of Work as well as the proposed prices will be used in the Town's evaluation. The Town's evaluation team may consider feedback from references and/or the Town's direct experience with a proposer or a proposed subconsultant as part of their evaluation process and consideration for scoring proposals. The Town's evaluation team reserves the right to shortlist proposers based upon scores/ratings received during the evaluation process. Scoring of Pricing criteria below is the exclusive responsibility of the Town's Purchasing committee representative. Generally, all of the available points are awarded to the "acceptable" proposal offering the lowest price. A percentage of the available points are then assigned to other acceptable proposer, based on the percentage of difference between their pricing and that offered by the lowest priced proposer. Note that a proposer who is otherwise acceptable and proposes a price greater than double that of the lowest priced proposer with an acceptable proposal would receive zero points in this "Price" category.
- 2 Discussions may be conducted with finalist proposers as determined by the evaluation team. Proposers shall be treated fairly and equally with respect to any opportunity for discussions and revisions of proposals. Inasmuch as the Town may not request best and final offers, proposers are strongly urged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Contract.
- 3 The evaluation criteria are listed below in the order of their relative importance:
 - 3.1 Ability to provide high-quality service to the Town's residents (25%). This category will be evaluated based on:
 - Evidence of the type and number of equipment, reputation, personnel and established procedures.
 - Financial condition and stability of proposer.
 - 3.2 Experience (20%). This category will be evaluated based on:
 - Experience in industry
 - Prior service to the Town or other municipalities
 - 3.3 Innovative approach to fulfilling contract requirements as demonstrated in Contractor's proposal (5%).
 - 3.4 Cost (50%).

END OF EVALUATION CRITERIA

[illegible]

RESIDENTIAL SOLID WASTE AND RECYCLING MATRIX

SERVICE PROVIDER	Able to Provide Current Service Levels?	Cost to Continue Current Service Levels (includes 4% & 5% fees)	Green or Yard Waste Program Additional Cost	Landfill Info	Bulk/Brush Specifications	HHW & E-Waste Specifications
Community Waste Disposal	YES	\$10.94 (\$1.47 increase)	\$1.29/mo. per household	CWD Transfer Station is located at 2010 California Crossing, Dallas, TX. Residents can use landfill at starting rate of \$25 per pick up truck load or 8ft trailer load. Dirt and other items may not be allowed. Other rates apply for special items or loads that exceed 8ft. Hours of operation are M-F 8am to 4pm, Saturday 8am - 12pm	Unlimited weekly bundled brush or 2 cubic yards of bulk and/or 2 cubic yards of loose brush pick up	On an on call basis, CWD will provide residents door side HHW and Used Electronics collection services. Upon request, CWD will provide a collection kit, instructions and a collection date to the resident
Allied Waste dba Republic Services	YES	\$12.74 (\$3.27 increase)	\$1.65/mo. per household	Camelot Landfill located at 580 Huffines Blvd, Lewisville, TX. Residents allowed one free trip per month Saturdays only up to 10 cubic yards	The greater of one item of maximum of 2 cubic yards of bulk waste per service day per household	Upon request of resident , will collect from each household, not to exceed one day per calendar month, all program household hazardous waste and electronic waste in accordance with accepted items
Waste Management	YES	\$16.23 (\$6.76 increase)	\$2.75/mo. per household	Lewisville, TX. Residents will have unlimited access to landfill on Saturdays at a discounted rate of \$15 for a pick up bed of items. Non-compactable items, and construction debris will be accepted for an additional charge to be determined. Other rates apply to loads larger than a pick up bed.	2 cubic yards total of bulk waste either/or consisting of bundled brush or trash bags of yard waste or trash or small furniture or appliances. Will not take any unbundled brush.	Residents can call to schedule pick up of HHW and electronics for a future date to be picked up directly from the home. A kit will be mailed to the resident prior to pick up
*Progressive Waste Solutions	*NO	\$16.57 (\$7.10 increase)	No bid	No bid	N/A	N/A

*Progressive Waste Solutions did not provide pricing or specifications for green or yard waste programs, HHW & electronics disposal program, or Landfill usage, or for brush and bulk collection

CURRENT SERVICE LEVEL: The Town’s current service level consists of 1 time per week collection of waste, recycling and bulk. Residents have 95 gallon trash and recycle toters. Residents 65 years or older receive a \$1 discount from the base rate. Residents also have access to the DFW landfill on Saturday at a discounted rate of \$15 for a pickup truck bed of household trash or yard waste. Residents also receive pick up of Household Hazardous and E-Waste from their home. This pricing is included in the base rate as well. Residents are allowed to put out up to 15 bags of yard waste or up to 2 cubic yards of household trash such as small furniture, or other items that will not fit in container. This is considered bulk waste. The current rate for these services are \$9.47 (includes 4% and 5% fees and no taxes). If we renew with current provider, the rate would increase to \$16.23 per month and approximate 71.5% increase.



April 26, 2016

Mr. Jimmy Stathatos, Town Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75208

Mr. Stathatos:

I would like to thank you and the council for allowing me the opportunity to present our proposal on Monday evening. Trash and recycling services are to be taken very seriously as it effects all citizens and businesses. I am proud to be a part of this process and am confident that CWD is the right choice for The Town of Flower Mound.

As I stated during the meeting, in all transactions, both terms and rates, I try to make my best offer the first time. Overall, my customers appreciate this as they don't need to think that perhaps I did not give them the best offer up front. Long term relationships are best built on the principal of fair and honest negotiating.

There are many reasons to choose CWD and we wanted to highlight the differences as well as clarify some of the information discussed during the meeting. There are significant differences between CWD and our competitor's and we want the council to clearly understand these differences.

Private Ownership – Locally Owned

- As a privately owned company, CWD is the only company you can contact the owner(s) via cell phone/text/email. If there is a problem or something changes, I will personally be involved and acquire any resources required to insure excellent service to Flower Mound. I have built this company since 1984 and my children and I plan on continuing operations for many years. Nicole Roemer will be CWD's municipal rep for Flower Mound, and she will personally help oversee the transition including personally contacting commercial accounts and other decision maker's.
- As a privately owned company, CWD does not have the quarterly pressure of reporting to Wall Street and our business philosophies are based on long term decision's to maximize the value of the company. Great service, cost containment, and environmental leadership are the key components of maximizing CWD's long term value.

- CWD has excellent financials and available credit lines which provide the resources to purchase new equipment as needed.

Equipment

- CWD is the only company purchasing CNG (Compressed Natural Gas) trucks. CWD was recently awarded our second TERP (Texas Emissions Reduction Program) grant because the State of Texas and the EPA both agree CNG trash and recycling trucks are best due to having the lowest emissions and using domestically produced natural gas.
- CNG trucks are not only cleaner burning with fewer emissions, but the cost of fuel is less expensive compared to diesel trucks resulting in a lower price and greater value to Flower Mound's residents.
- CWD also purchases TXDOT weight compliant vehicles with either four or five axles depending on the type of truck. These trucks virtually eliminate weight tickets and will protect the Town of Flower Mound's roads when travelling to the landfill or returning to our facility.
- In clarification, CWD will purchase nine (9) residential Rearload trucks for trash and recycling collection, (2) commercial Frontload trucks, and (1) commercial Rolloff truck for a total of twelve (12) daily route trucks. If Flower Mound chooses to add Yard Waste Collection, CWD will purchase one (1) additional Rearload truck. CWD will also utilize (1) one small Rearloader for narrow streets around the lake. In addition, CWD purchased (3) three additional new Rearload trucks, (1) one additional new Residential Brush truck, (3) additional new Rolloff trucks, and (1) additional new Frontload trucks this year for days and weeks with higher volumes. In addition to these heavy duty trucks, CWD will purchase a new Supervisor pickup and a new HHW (Household Hazardous Waste) Trailer for this contract.

Proposal Highlights

- CWD's residential trash collection includes two (2) cubic yards of bulky items or loose brush and unlimited tied and bundled brush each week.
- Landfill access was specifically mentioned during the council meeting as an important item. CWD has negotiated with a landfill in Lewisville to include one free trip per month for Flower Mound residents of up to ten (10) cubic yards. Residents can also use CWD's transfer station located at 2010 California Crossing, Dallas, TX 75220. Hours of operation are M-F 8 am to 4 pm and Saturday 8 am – 12 pm.
- Recycle Revenue Sharing is included with our proposal. Commodity markets are low right now, but we expect the markets to rebound during the five year contract period. CWD will split all commodity revenue and send the Town of Flower Mound a Revenue Sharing Rebate each month when the average commodity price per ton exceeds \$63.75.

- CWD's Customer Service Community is located at our office and is a vital part of our team. Customer Service Representatives live in the Dallas/Fort Worth metroplex and interact on a daily basis with dispatch, maintenance, supervisors, and sales. We do not operate a Regional facility covering hundreds of different contracts like our competitors. Our Customer Service Manager is directly available and the primary contact for our cities whenever they need something completed immediately.

Proposal Clarifications / Additional Information

- CWD's Yard Waste Proposal includes weekly collection of Yard Waste in Brown Compost Bags as well as tied and bundled brush. It is our experience, as shown by the attached report from the City of Allen, Yard Waste is steady throughout the year. Thirty nine (39%) of the volume was collected in four (4) months and Sixty one percent (61%) of the volume was collected during the remaining eight (8) months of the year. None of the months with the highest volume occurred during the Fall (Sept – Nov). In our professional opinion and experience, Resident's use this program continually throughout the year and we do not believe the program will be nearly as successful if they have to watch their calendars and remember to purchase compost bags at certain times of year and use the service on certain months but not on others. In comparison, CWD would charge \$0.73 per home per month for 16 week collection.
- CWD hires all of our employee's including the helpers on the trucks. The helpers are compensated using an incentive system just like the drivers of the truck, so their equivalent compensation rate is normally in excess of \$11.00 per hour and they are allowed to work more than forty hours per week and they are paid time and a half for overtime. This compensation system encourages both the driver and helper to complete their routes efficiently. Our competitors use temporary workers as helpers on their trucks and pay them by the hour, so their pay only increases when they slow down or take more time to complete their routes. They also have a very difficult time finding helpers capable of doing this work when it is very hot or when seasonal trash volumes require extra work to complete the routes.
- CWD strives to provide excellent service and value to our municipal customers. CWD has a long history with many of our cities and we encourage you to contact them and discuss their experience regarding rates. See attached list of municipal customers with original contract start date.
- CWD is a fully integrated company with our own CNG fueling station, Material Recycling Facility (MRF), Household Hazardous Waste Program, and Maintenance Facility. Each of these help us keep our costs low relative to our competition and keep us from paying a premium to an outside contractor for these services.

- CWD has long term disposal agreements with both Republic Services – Camelot & Lewisville C&D landfills as well as Waste Management's Lewisville landfill. We will utilize these three landfills to dispose of Flower Mound's commercial and residential waste. In the case of flooding, CWD will utilize the City of Denton landfill or Republic's Arlington landfill. Please reference Tab 8 – Landfill Options.
- CWD owns and operates our Material Recycling Facility (MRF) at 2010 California Crossing Drive, Dallas, Texas. The MRF is only 17.0 miles from Flower Mound City Hall as compared with 30.0 miles to Waste Management's MRF or 28.0 miles to Republic Services MRF. All commercial and residential recycling will be processed here. Flower Mound residents can also bring their bulky items and loose brush to our facility for disposal, since it is a Registered Type V Transfer Station (TCEQ #40196).

The Flower Mound Solid Waste committee has spent countless hours reviewing documents and checking references. Their conclusion was to contract with the best company providing the lowest residential rate. I hope the city fathers agree and value our commitment to this partnership.

Should you have any questions please do not hesitate to contact me by cell phone at 972.333.6101, or groemer@cwd.to.

Sincerely,



Greg A. Roemer
President
www.CWD.to

GR/jp

cc: Dale Pound, Vice President
Paul Hansen, General Manager
Nicole Roemer, Municipal Coordinator

MUNICIPAL COMPOST PROGRAM for Allen, Texas

		2 Months Spring		Monthly		
2015	Highest 4 months	2 Months Fall		Compost Tons		
January				156.58		
February				108.49		
March				231.20		
April	x	x		467.45		
May	x	x		240.98		
June	x			257.06		
July				217.59		
August				128.26		
September		x		131.50		
October				130.15		
November		x		151.73		
December	x			343.76		
Total				2,564.75		

Four Month Total	1,309.25	991.66
% Annual Tonnage	51%	39%

Community Waste Disposal.com

Since 1984

CWD's Municipal Program Summary

City	Service Commencement Date	Current/Past Customer	Service(s) Provided	City Contact	Phone Number
Addison	2015	Current	Trash Recycling	Taylor Hollingshead	972.450.2871
Allen	1997	Current	Trash Recycling	Steve Massey	214.509.4100
Azle	2007	Current	Trash Recycling	Susie Hiles	817.444.7009
Balch Springs	2007	Current	Trash Recycling	William Freeman	972.286.4477 ext. 207
Corinth	2013	Current	Trash Recycling	Justin Brown	940.498.3249
Euless	1993	Current	Curbside Recycling	Chris Barker	817.267.4403
Farmers Branch	2016	Current	Trash Recycling	Shane Davis	972.919.2614
Farmersville	2001	Current	Curbside Recycling	Paula Jackson	972.784.6093
Forney	2011	Current	Trash Recycling	Peter Morgan	972.564.7300
Garland	2015	Current	Recycling Processing	Larry Jones	214.364.5240
Hackberry	2013	Current	Trash Recycling	Brenda Lewallan	972.292.3223
Keller	2009	Current	Trash Recycling	Mark Hafner	817.743.4007
Lancaster	2016	Current	Trash Recycling	Fabrice Kabona	972.218.1327
Lavon	2014	Current	Trash Recycling	Leann McClendon	972.843.4220



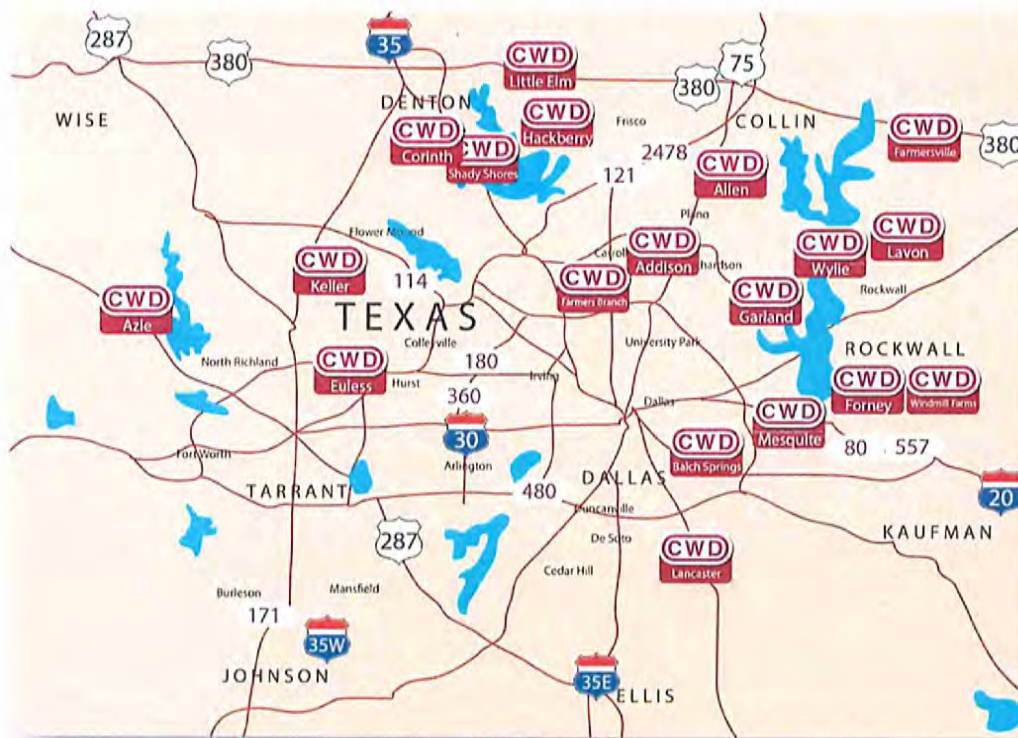
Community Waste Disposal.com

Since 1984

CWD's Municipal Program Summary

City	Service Commencement Date	Current/Past Customer	Service(s) Provided	City Contact	Phone Number
Little Elm	1998	Current	Trash Recycling	Doug Peach	972.294.1821
Mesquite	2015	Current	Recycling Processing	Kathy Fonnville	214.632.5000
Shady Shores	2016	Current	Trash Recycling	Wendy Withers	940.498.0044
Windmill Farms	2013	Current	Trash Recycling	Clayton Taylor	972.552.9496
Wylie	2008	Current	Trash Recycling	Jeff Butters	972.442.8131

Servicing a Population of 830,453



Community Waste Disposal.com

Since 1984

Municipal References - Franchise Contracts

Addison

16801 Westgrove Dr.
Addison, TX 75001
972.450.2871
Taylor Hollingshead –
thollingshead@addisontx.gov

Allen

305 Century Parkway
Allen, Texas 75013
214.509.4100
Donna Kliewer – dkliewer@allentexas.org
Steve Massey – smassey@allentexas.org

Azle

613 Southeast Parkway
Azle, Texas 76020
817.444.7009
Susie Hiles – shiles@ci.azle.tx.us

City of Balch Springs

4372 Shepard Lane
Balch Springs, Texas
972.286.4477 ext. 110
Rob Fifarek –
rfifarek@cityofbalchsprings.com

Corinth

3300 Corinth Parkway
Corinth, Texas 76208
940.498.3249
Justin Brown – jbrown@cityofcorinth.com

Eules

201 N. Ector Drive
Eules, Texas 76039-3595
817.267.4403
Chris Barker – cbarker@eulesstx.gov

Farmers Branch

13000 William Dodson Parkway
Farmers Branch, Texas 75234
972.919.2614
Shane Davis – shane.davis@farmersbranchtx.gov

Farmersville

205 South Main Street
Farmersville, Texas 75442
972.784.6093
Paula Jackson – paula@farmersvilletx.net

Forney

101 Main Street East
Forney, Texas 75126
972.564.7300
Peter Morgan – pmorgan@cityofforney.org

Garland

1434 Commerce
Garland, Texas 75040
214.364.5240
Larry Jones

Hackberry

119 Maxwell Road B-7
Frisco, Texas 75034
972.292.3223
Brenda Lewallen –
cityadmin@cityofhackberry.net

Keller

1100 Bear Creek Pkwy.
Keller, TX 76244-0770
817.743.4001
Mark Hafner – mhafner@cityofkeller.com



Community Waste Disposal.com

Since 1984

Municipal References - Franchise Contracts

Lancaster

411 N. Henry Street
Lancaster, TX 75146
972.218.1300
Fabrice Kabona – fkabona@Lancaster-tx.com

Wylie

2000 N. Hwy 78
Wylie, Texas 75098
972.442.8131
Jeff Butters – jeff.butters@wylitetexas.gov

Lavon

120 School Road
Lavon, Texas 75166
214.843.4220
Leann McClendon –
leann.mccclendon@cityoflavon.org

Little Elm

100 W. Eldorado Pkwy.
Little Elm, Texas 75069
972.294.1821
Doug Peach – dpeach@littlelm.org

Mesquite

757 N. Galloway Avenue
Mesquite, Texas 75149
214.632.5000
Kathy Fonnville

Shady Shores

101 South Shady Shores Road
Shady Shores, Texas 76208
940.498.0044
Wendy Withers –
town.secretary@shady-shores.com

Windmill Farms

Severn Trent Environmental Services
9550 Helms Trail, Suite 800
Forney, Texas 75126
Clayton Taylor –
Clayton.Taylor@STServices.com



April 25, 2016

Mr. Jimmy Stathatos
Town Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Follow-up Documentation for Solicitation No. 2016-22 Solid Waste Collection and Recycling Services

Dear Mr. Stathatos:

Republic Services would like to thank the Town of Flower Mound for the opportunity and has outlined the information presented to Council on April 18, 2016. All the information presented is the same with clarification of services proposed.

- One time per week trash 96gal cart up to 2 cubic yards outside of cart included bulk (furniture, large items, etc), solid waste trash bags, or yard trimmings
- One time per week recycle 96gal cart
- Spring/Fall Green waste collection
 - Recycle green waste – all green waste collected during peak season will be diverted from the landfill and processed at a mulch facility
 - 2 months in Spring and 2 months in Fall – April, May, September, and October all green waste placed at the curb will be collected by a separate truck and processed for recycling (Dates can be adjusted to insure peak season is captured)
- Curbside Household Hazardous Waste/e-Waste Collection
 - Call in by Friday collected the following week
 - All material for collection provided to resident
 - No limit on # of items collected
- Curbside Household Hazardous Waste/e-Waste Collection
- FREE Landfill Access to residents at Camelot Landfill, Lewisville

All inclusive base rate for the above \$11.69 per month, additional fees added by Town of Flower Mound will be Franchise Fee, Billing Fee and Sales Tax

Commercial base rates are included on attachment, additional fees to be added to Commercial and Industrial rates includes fuel recovery, environmental recovery, franchise fees and sales tax, no other fees will be added. Disposal fees are included in the base rates.

Republic Services is an industry leader in U.S. recycling and non-hazardous solid waste collection, transfer and disposal that brings years of experience from prior service to the Town of Flower Mound along with unlimited resources. Below are just a few of the reasons why **Republic** is the choice for **Flower Mound**.

- **Investment of over \$6,030,000 in new trucks/containers**
- **Multiple disposal sites in the area**
 - While flooding occurred in 2015, we had additional options our competitors do not have
 - Republic Services owns/operates 5 Landfills in the area



- **Multiple Material Recovery Facilities (MRF)**
 - State of the art facility opened in Fort Worth in 2014
 - Extended list of acceptable items
 - Plano Facility
- **Managers that live in Flower Mound, General Manager that lives in a neighboring community**
- **Commitment to Service – WE KNOW WHAT IT TAKES TO SERVICE THE TOWN**
 - Residential Trash – 5 Routes daily
 - Residential Recycling – 3 Routes daily
 - Mini Truck – 10yd truck on 750 Chassis – daily route for the smaller areas
 - Hands on supervisor

Our team is planning to attend the Council Meeting on May 2, 2016 to answer any additional questions, please do not hesitate to contact me if you need information prior to the meeting.

Respectfully,

Jeri Harwell

Jeri Harwell
Division Municipal Services Manager

Our customers can always rely on us to handle their recycling & waste needs in a way that's easy & effortless for them.

We'll handle it from here.™



Front Load Containers Rates

Size/Pickup	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	Extra
2 Cu Yd	\$ 59.10	\$ 98.79	\$ 138.49	\$ 178.21	\$ 217.89	\$ 234.30	\$ 30.57
3 Cu Yd	\$ 66.04	\$ 119.10	\$ 165.72	\$ 218.78	\$ 245.99	\$ 265.98	\$ 36.70
4 Cu Yd	\$ 79.41	\$ 158.79	\$ 212.34	\$ 285.23	\$ 358.18	\$ 394.23	\$ 48.92
6 Cu Yd	\$ 106.15	\$ 186.46	\$ 266.74	\$ 385.83	\$ 504.92	\$ 559.38	\$ 54.93
8 Cu Yd	\$ 139.15	\$ 239.97	\$ 425.69	\$ 470.79	\$ 664.62	\$ 778.86	\$ 61.16
10 Cu Yd	NA	NA	NA	NA	NA	NA	NA

Roll-Off Containers:

20 Cubic Yard per Haul (Including Disposal) \$ 331.0930 Cubic Yard per Haul (Including Disposal) \$ 341.3940 Cubic Yard per Haul (Including Disposal) \$ 370.46Delivery and Exchange \$ 100.00Daily Container Rental \$ 4.00

Compactors:

6 Cubic Yard per Haul (Including Disposal) \$ 139.128 Cubic Yard per Haul (Including Disposal) \$ 174.35Other: 30 \$ 485.9040 \$ 515.5842 \$ 526.18

Optional Commercial Recycling

Contractor to include an attachment that provides information on available commercial recycling opportunities.

TEMPORARY FRONT-LOAD FOR RESIDENTIAL PURPOSES

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yard \$ 154.888 Cubic Yard \$ 164.8810 Cubic Yard \$ 180.69

Updated Commercial Base Pricing 4.18.16 – Does not include additional fees.

MUNICIPAL SOLUTIONS



Community and environmental stewardship at its best.

Service Summary for Flower Mound, Texas

TJ Gilmore, Public Sector Manager | April 20, 2016



THINK GREEN.®

Items of Consideration

Waste Management- What sets the company apart

- Proud to be the Current Service Provider
- Recognized Leader in the Industry for solid waste and recycling
40 years of financial stability
- Recognized Innovation Leader- constantly work with cities (Fort Worth Litter Prevention, Cedar Hill Sustainability Program) to develop new tools and processes
- 9 Years straight recognized by Ethisphere list of “World’s Most Ethical Companies” the ONLY one in the environmental services category (<http://worldsmostethicalcompanies.ethisphere.com/honorees/>)

Items of Consideration

Waste Management- What sets the company apart (cont.)

- Utilizes industry leading technologies
 - Drive Cam in vehicles to alert to unsafe events and document
 - GPS on all vehicles with touchpad terminals in cabs for routing and direction
 - Customer service and digital care desk ensures prompt response
- Customer Service success rate of 99.79% monthly over 177,000 service opportunities to residents (this includes last year's flooding and management disruption)
- Proximity (6 miles) of Landfill for *residential use*, Customer Service Center Hauling Operation, and regional leadership

Items of Consideration

Waste Management- What sets the company apart (cont.)

- Good working relationship with town staff and communication channels are established as well as a practical understanding of expectations
- Clear understanding of high customer expectations and service needs from the drivers to the route managers to the executive staff
- Incredibly successful At Your Door Program with industry leading safety and transport standards (competitors literature shows open bed pickups for transport of Household Hazardous Waste)

Items of Consideration

Waste Management- What sets the company apart (cont.)

- Waste, Bulk, Brush, and Recycling all collected on the same day per homeowner
- Unlimited Brush – WM defines brush volume to assist municipalities in maintaining code compliance. Our experience with unlimited: set out becomes unmanageable and easily escalates to delays which become code violations- requires extensive language to hold residents and vendor accountable
- Continuing with us means no disruption of service caused by new vendor transition
- There will not be a risk of a decline in service with an unknown vs proven vendor
- WM's proposal is very competitive if valued on a total cost of services basis (Residential, Commercial, and Roll-Off) and contains NO hidden costs



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: May 2, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Public Hearing to consider a request for a Specific Use Permit No. 444 (SUP16-0002 – West Accessory Dwelling) to permit an accessory dwelling, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Post Oak Road and south of Cross Timbers Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its April 25, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence not included in the P&Z agenda packet has been attached as Attachment 3.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence

DRAFT MOTION: Move to approve a Specific Use Permit No. 444 (SUP16-0002 – West Accessory Dwelling) to permit an accessory dwelling, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 7

DATE: April 25, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: **Public Hearing to consider a request for a Specific Use Permit No. 444 (SUP16-0002 – West Accessory Dwelling) to permit an accessory dwelling. The property is generally located west of Post Oak Road and south of Cross Timbers Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC, and has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to request approval of a Specific Use Permit (SUP-444) to allow for an 839-square-foot accessory dwelling on a 2.53-acre lot currently zoned Single-Family Estate District (SF-E) and located within the Cross Timbers Conservation Development District. Section 98-303 of the Land Development Regulations requires Town Council approval of a Specific Use Permit for an accessory dwelling within the SF-E zoning district.

The existing lot is currently developed with a 2,970-square-foot main dwelling. The accessory dwelling will be roughly 839 square feet, which is approximately 28 percent of the main structure. Overall, the proposed site plan meets the minimum requirements of the existing zoning district.

Section 98-983 of the Code of Ordinances contains additional provisions for the construction and occupancy of accessory dwellings (see below). Seven of the nine regulations are addressed with this proposal. The remaining two provisions prohibit the accessory dwelling from being used as a rental property and require the accessory building to be served by the same utility meters as the existing primary dwelling; these will be addressed during the building permit review phase.

Sec. 98-983. - Accessory dwelling.

The issuance of permits for construction and occupancy of an accessory dwelling shall be subject to compliance with the following conditions:

- (1) The accessory dwelling shall be located on the same lot/tract as the existing primary dwelling and located in a separate structure.
- (2) An accessory dwelling shall not be located on any lot/tract of less than two acres.
- (3) No more than one accessory dwelling per tract or lot shall be allowed.
- (4) Accessory dwellings shall not be used as rental units.
- (5) The accessory dwelling shall be serviced by the same utility meter as the primary dwelling, and the building materials and architecture will be similar to or in concert with the primary dwelling.
- (6) The habitable floor area of the accessory dwelling shall not exceed 50 percent of the habitable floor area of the primary dwelling. The maximum habitable floor area shall not exceed 2,000 square feet.
- (7) An accessory dwelling shall conform to the same side and rear yard setbacks as provided for the primary dwelling in the zoning district in which it is located.
- (8) The front building line for an accessory dwelling shall be behind the primary structure at a point not closer than ten feet from the rear wall line of the primary dwelling.
- (9) In no case shall the combined area of the primary dwelling, accessory dwelling and/or other accessory buildings exceed the maximum percentage of lot coverage allowed for the zoning district in which the structures are located.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Specific Use Permit requests. At the time this report was written, staff had received one correspondence requesting more information.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

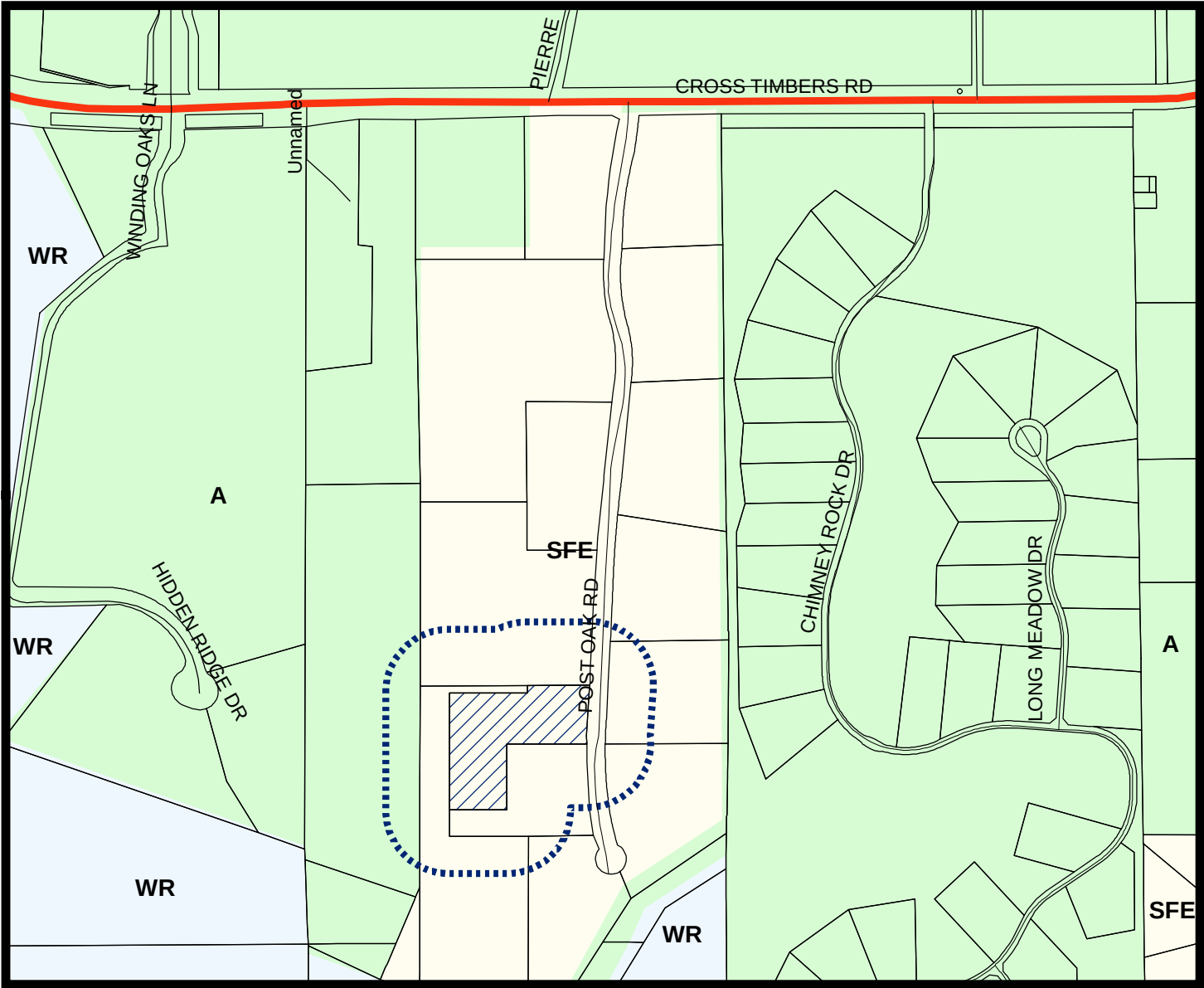
B. Application Details

1. SUP Packet



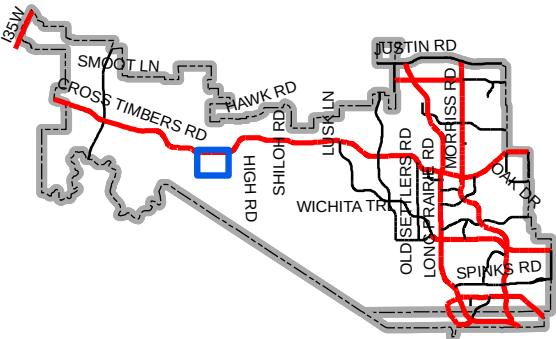
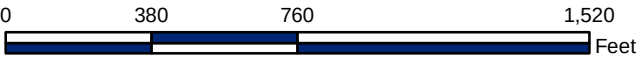
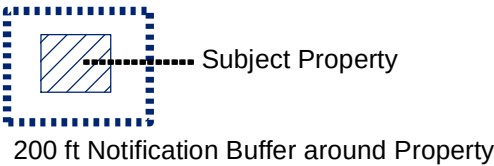
Vicinity Map

Reference Project: SUP16-0002



LEGEND

- Agriculture
- Single Family Estate



Map Location

4/6/16

Town of Flower Mound
Planning Services Division
1001 Cross Timbers Road, Suite 2330
Flower Mound, TX 75028

Regarding: Application for Specific Use Permit
3803 Post Oak Road
Flower Mound, TX 75033

My wife and I are applying for a specific use permit to build an accessory dwelling on our property. The purpose of this 839 square foot building is to provide a place to live for my in-laws.

Our lot in West Flower Mound is 2.53 acres and is zoned Single Family Estate. The nearest major intersection is Post Oak Road and 1171. Accessory dwellings are allowed under the zoning ordinances for this property type, as well as under the by-laws of the Diamond 36 HOA. Plans have already been submitted to the HOA and reviewed by the ACC. We understand that the accessory dwelling needs to be tied to the electric, water and septic system for our main house.

Our plan is to build an accessory dwelling for my in-laws who currently live in Central Texas and would very much like to live closer to us, their grandchildren and great-grandchild. My in-laws are still in relatively good health for their age and would like to have some privacy instead of living in the main house with us.

Our lot is heavily wooded and the accessory dwelling will be located mid-way to the back of our lot and will be surrounded by trees. The building will not be visible from the street nor will it be visible by any neighbors.

We understand that this building can't be a rental property, which is against city ordinances as well as the HOA by-laws. The style of construction of the accessory dwelling will complement the style of the main house and is within the construction requirements of the HOA.

We ask that you approve a Specific Use Permit for this project and appreciate your consideration in helping us to achieve this goal of providing a new home for my in-laws.

Sincerely,



Dave West
817-457-7045
davewest14@gmail.com

Accessory Dwelling to be located on 3803 Post Oak Road, Flower Mound, Denton County, TX 75022

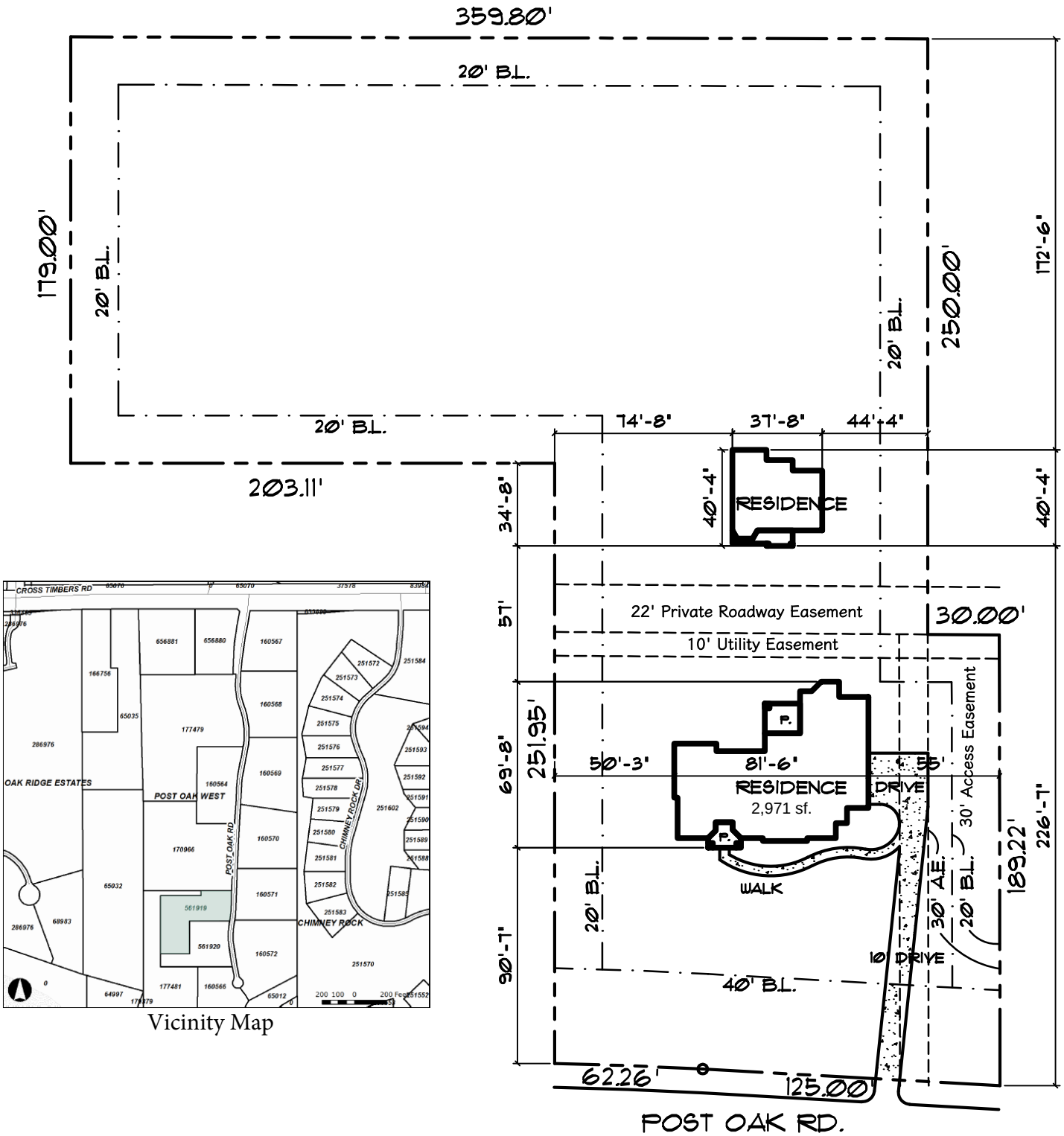
Total acreage: 2.53 acres

Owners: David and Lori West, 2001 Holley Pkwy #600, Roanoke, TX 76262 (817) 457-7045

Construction Lender: First United Bank, 2730 West University Dr., Denton, TX 76201 (940) 387-4417

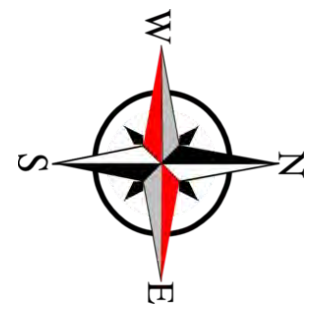
Adjacent Properties: Estate Residential

- 3801 Post Oak Rd., Flower Mound, TX 75022, Tony and Dee Harris
- 3805 Post Oak Rd., Flower Mound, TX 75022, Carl and Janice Schmidt, Craig and Gina Schmidt
- 3800 Post Oak Rd., Flower Mound, TX 75022, Bobby and Wanda Dalby



Vicinity Map

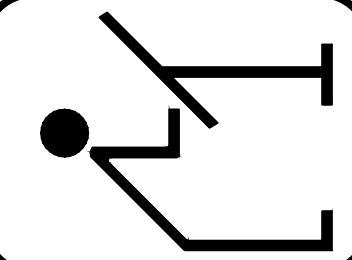
PLOT PLAN SCALE: 1"=60' LOT 3A1 POST OAK RD. JOB: 5317 PLAN: 2970 DATE: NOV. 6, 2015	  THE PLAN FACTORY
---	---



These Plans are the property of "THE PLAN FACTORY" and are not to be reproduced, traced or otherwise copied without the written permission of "THE PLAN FACTORY." It shall be the responsibility of the builder/owner to verify all Deed Restrictions, Building Codes & Dimensions prior to any construction.

THE PLAN FACTORY

4303 SOUTH BOWEN RD. - SUITE 117 - ARLINGTON, TX 76016
METRO (817) 654-9012



DESCRIPTION

SQUARE FOOTAGE:	
LOWER:	2910
UPPER:	0
TOTAL A/C:	2910
GARAGE: 698	
PORCH: 114	
PATIO: 186	
TTL AUR: 3968	

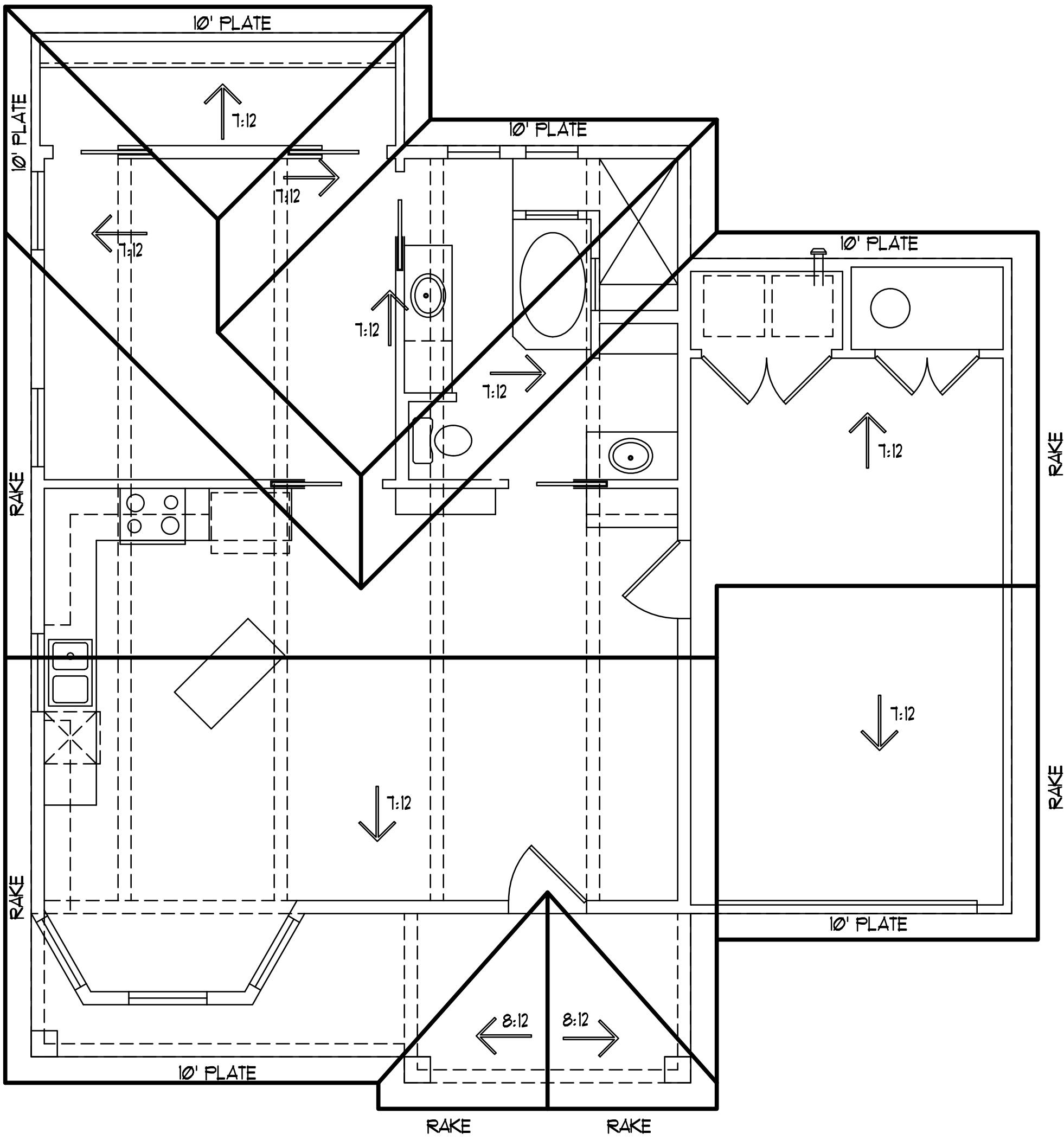
2-24-16-LOWERED
PITCH TO 7:12

Drawn GD
Job 5317
Date 9/3/15

PLAN NO.

6609152970

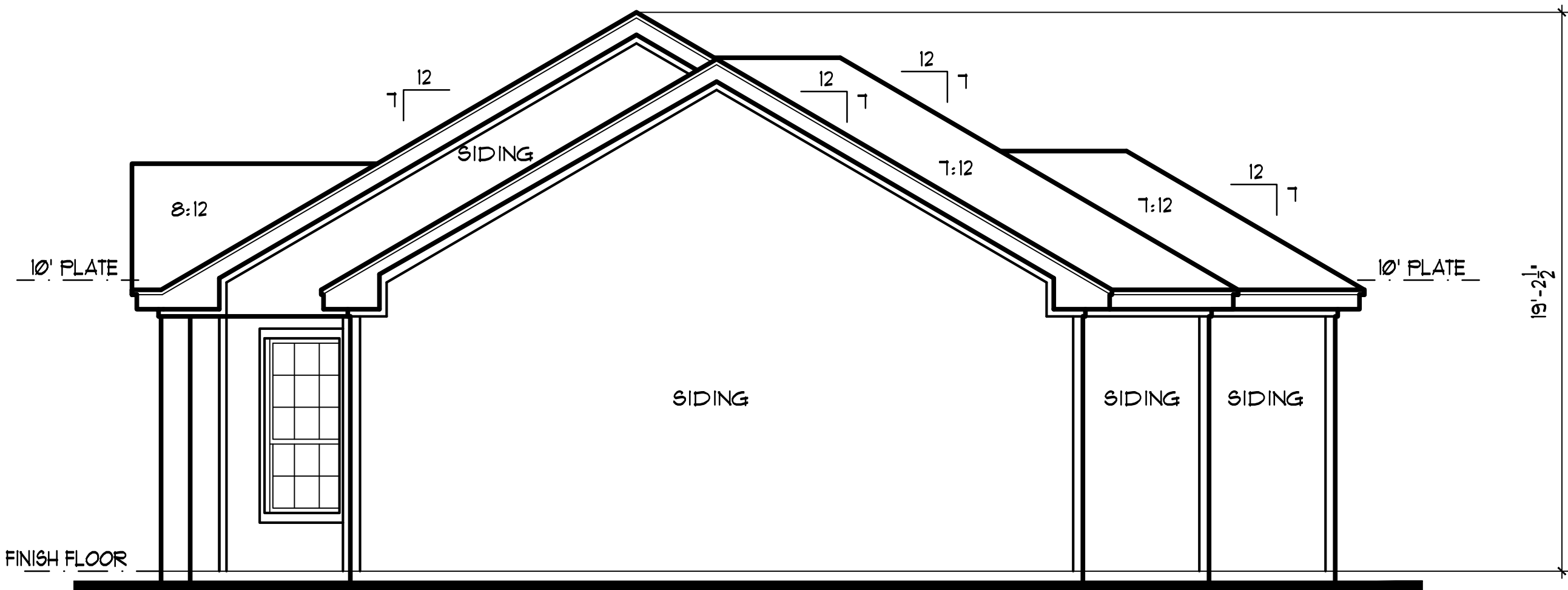
PG. 1 OF 1



ROOF PLAN

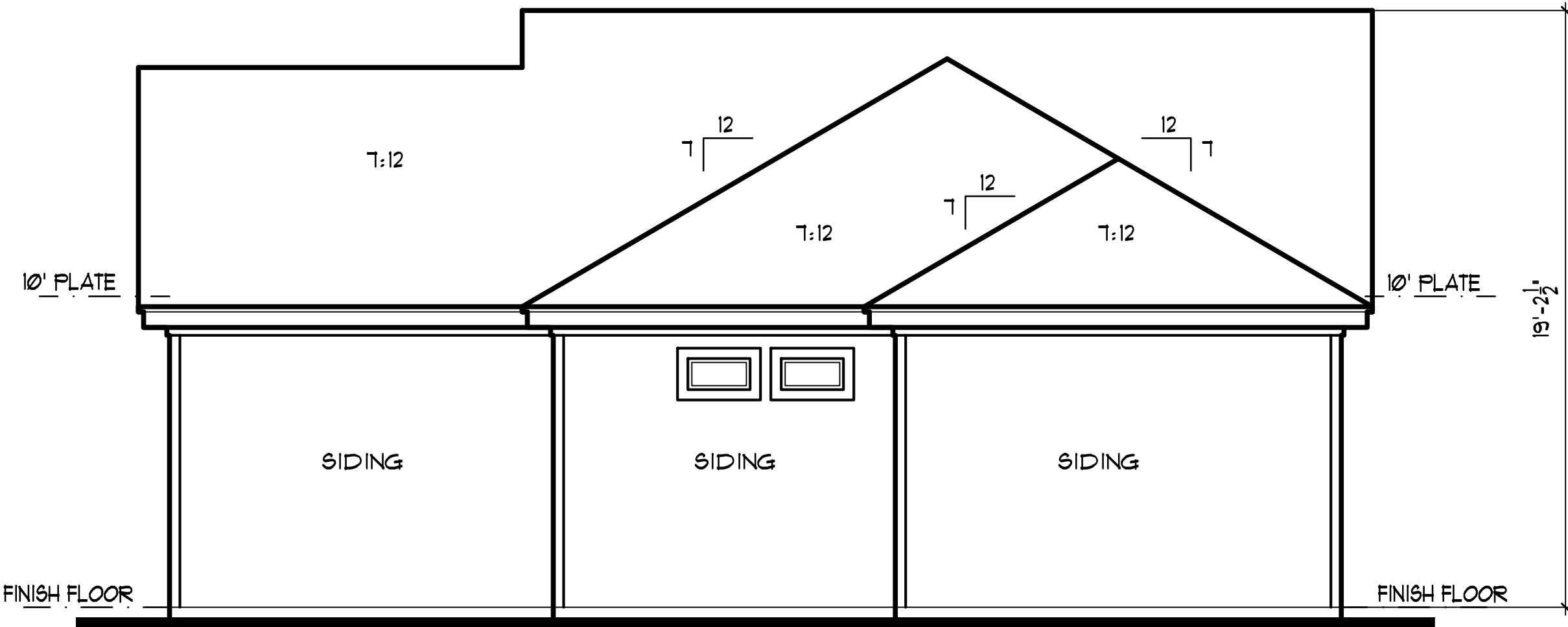
1/4"=1'-0"

- NOTES
1. ROOF PITCH AS NOTED
 2. OVERHANG @ 12" FROM EXT. FACE OF FRAME
 3. ARROWS INDICATE DOWNWARD SLOPE OF ROOF



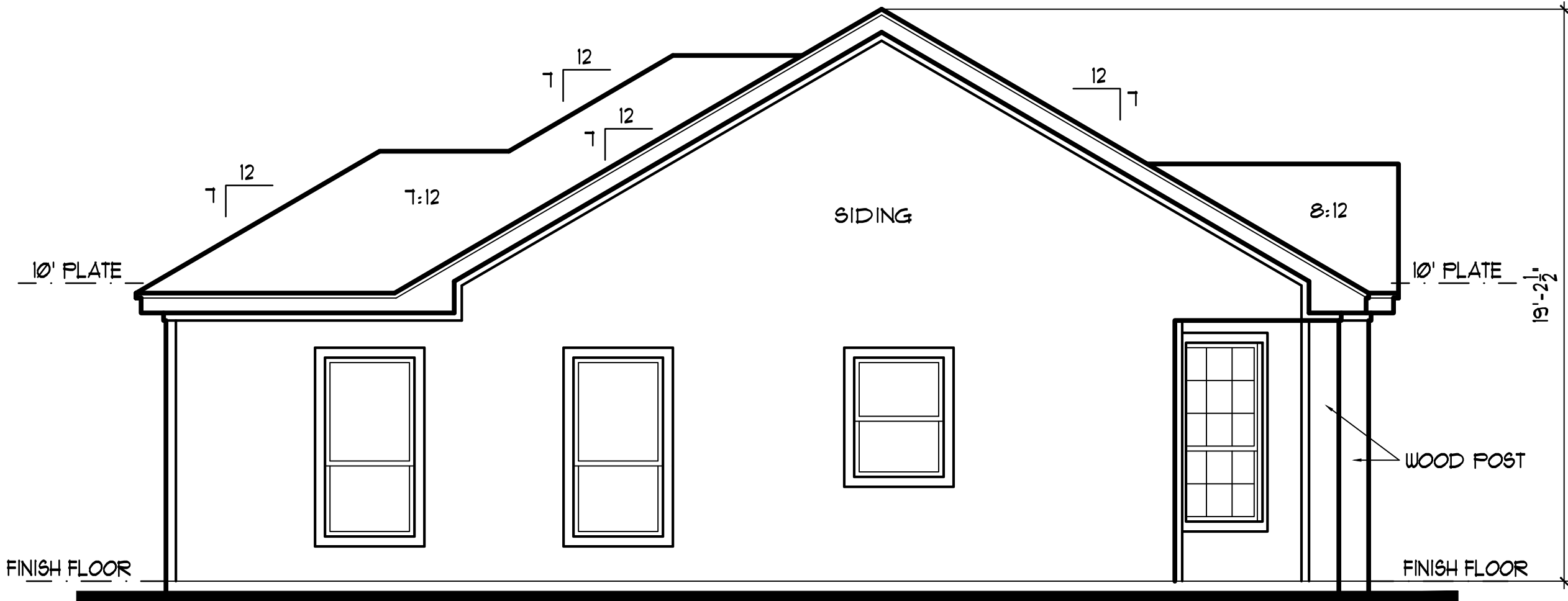
RIGHT SIDE ELEVATION

1/4"=1'-0"



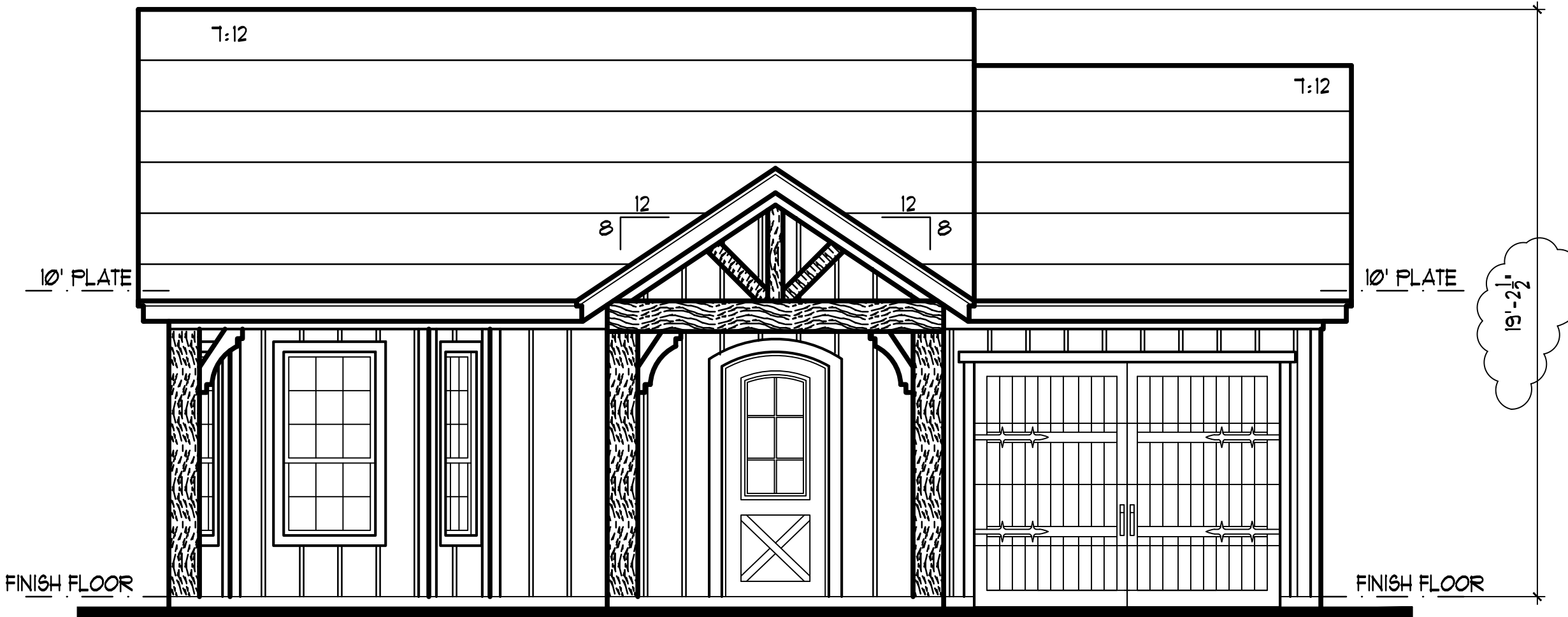
REAR ELEVATION

1/4"=1'-0"



LEFT SIDE ELEVATION

1/4"=1'-0"



FRONT ELEVATION

1/4"=1'-0"

WEST RESIDENCE

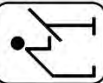
NOTE: IT IS THE SOLE RESPONSIBILITY OF THE BUILDER TO VERIFY ALL ASPECTS OF THIS PLAN AND TO ENSURE THAT THIS PLAN MEETS ALL GOVERNING CODES & REQUIREMENTS.

FUTURE PLANS
SLAB AND ROUGH PLUMBING ONLY

WWW.PLANFACTORY.COM

THIS PLAN IS THE PROPERTY OF THE PLAN FACTORY, INC. and is not to be reproduced, stored, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the Plan Factory, Inc. The user assumes all responsibility for the building's construction and safety. Dimensions are given in feet and inches.

THE PLAN FACTORY
4303 SOUTH BOWEN RD. - SUITE 117 - ARLINGTON, TX 76016
METRO (817) 654-9012



DESCRIPTION

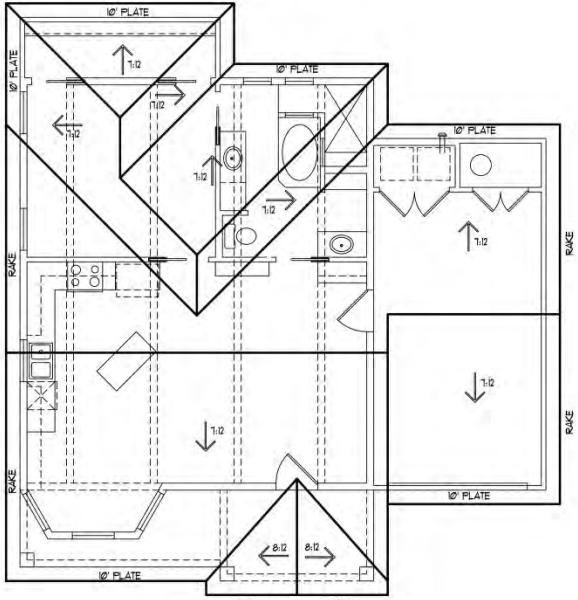
SQUARE FOOTAGE:	
LOWER:	2810
UPPER:	0
TOTAL A/C:	2810
GARAGE:	
PORCH:	114
PATIO:	186
TTL. A/C:	3968
2-24-16-LOWERED	
PITCH TO:	7/12

Drawn: GO
Job: 5317
Date: 5/3/16

PLAN NO.

660952970

PG. 1 OF 1



ROOF PLAN

1/4"=1'-0"

- NOTES
- 1. ROOF PITCH AS NOTED
 - 2. OVERHANG 6" 12" FROM EXT. FACE OF FRAME
 - 3. ARROWS INDICATE DOWNWARD SLOPE OF ROOF



LEFT SIDE ELEVATION

1/4"=1'-0"



RIGHT SIDE ELEVATION

1/4"=1'-0"



REAR ELEVATION

1/4"=1'-0"



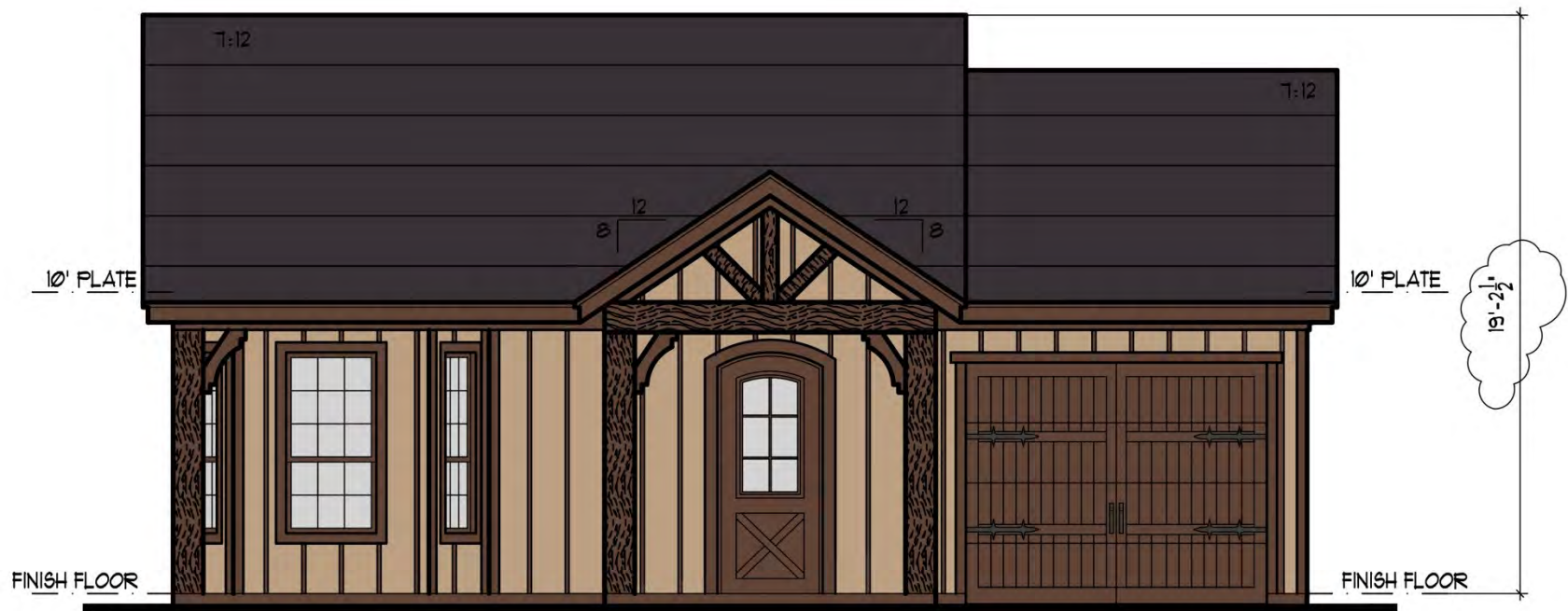
FRONT ELEVATION

1/4"=1'-0"

FUTURE PLANS
SLAB AND ROUGH PLUMBING ONLY

WEST RESIDENCE

NOTE: IT IS THE SOLE RESPONSIBILITY OF THE BUILDER TO VERIFY ALL ASPECTS OF THIS PLAN AND TO ENSURE THAT THIS PLAN MEETS ALL GOVERNING CODES & REQUIREMENTS.

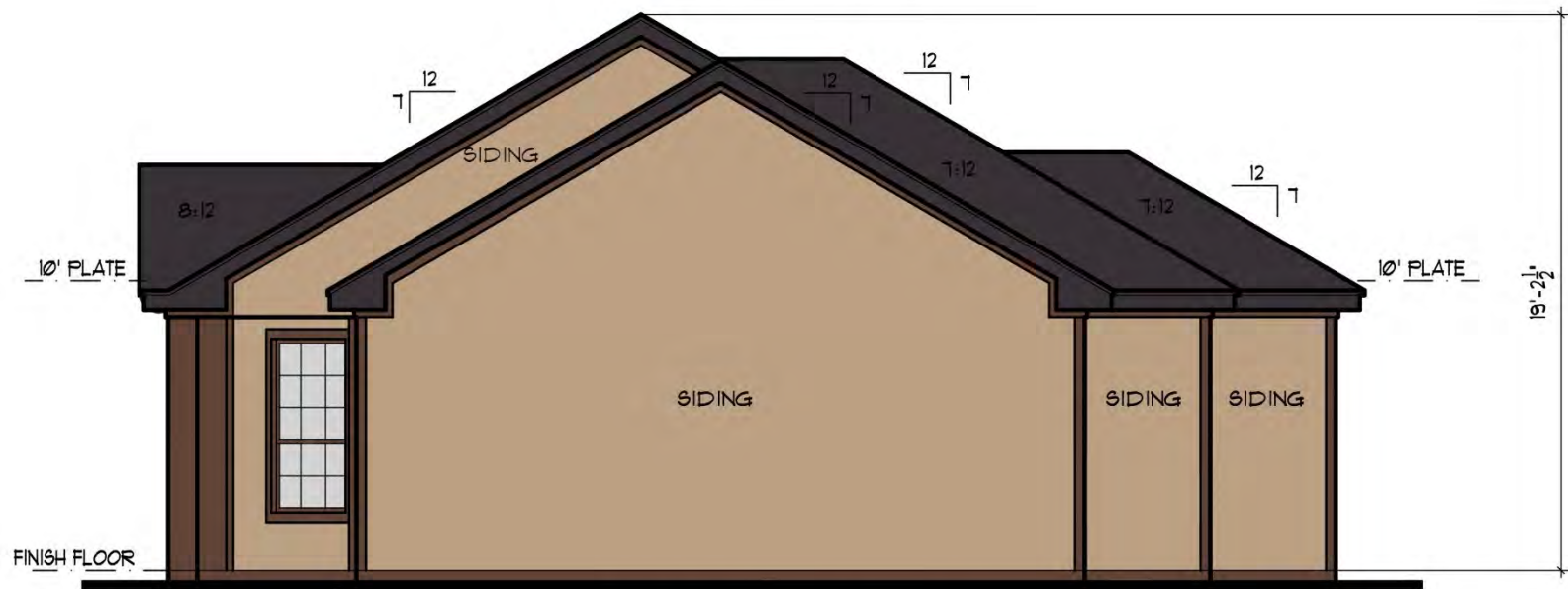
**FRONT ELEVATION** $\frac{1}{4}" = 1' - 0"$

**LEFT SIDE ELEVATION**

1/4" = 1'-0"

**REAR ELEVATION**

1/4" = 1'-0"

**RIGHT SIDE ELEVATION**

1/4" = 1'-0"

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

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. 444 (SUP-444) FOR AN ACCESSORY DWELLING ON CERTAIN PROPERTY DESCRIBED AS LOT 3A1 OF POST OAK WEST, AND ZONED SINGLE-FAMILY ESTATE DISTRICT (SF-E); 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 heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 2.53 acres of land and being all of Lot 3A1 of Post Oak West has filed an application for a Specific Use Permit for an accessory dwelling; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on April 25, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on May 2, 2016, with respect to the Specific Use Permit described herein; and,

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

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

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

Ordinance No. _____

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 as shown below:

2.53 acres of land being all of Lot 3A1 of Post Oak West, Denton County, Texas.

Specific Use Permit No. 444 for an accessory dwelling, as more fully described in the exhibits attached hereto and incorporated herein.

SECTION 2

The conceptual plan and conceptual elevations of the proposed accessory dwelling, attached hereto as Exhibits "A" and "B," each incorporated herein for all purposes allowed by law, are hereby approved as the conceptual plan and conceptual elevations for this Specific Use Permit.

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 Specific Use Permit, as set forth above.

SECTION 4

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

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.

SECTION 7

Ordinance No. _____

Page 3

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 ____ TO ____, ON THIS THE _____ DAY OF _____, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

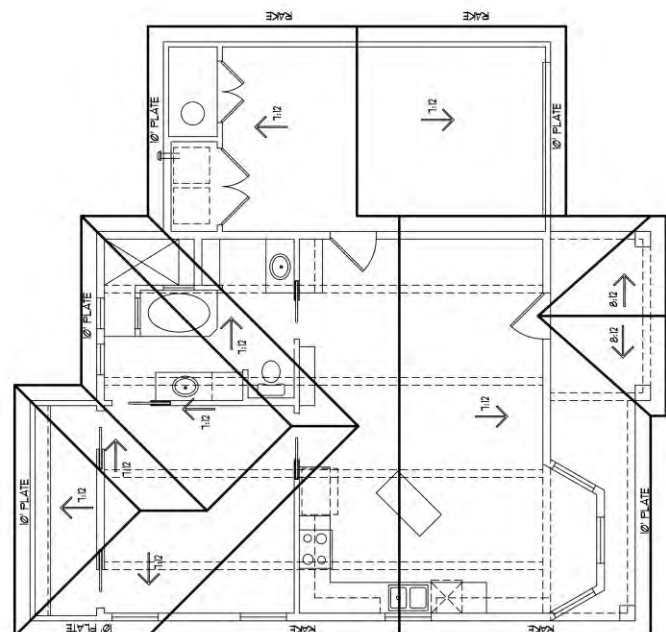
ATTEST:

Theresa Scott, TOWN SECRETARY

Ordinance No._____

APPROVED AS TO FORM AND LEGALITY:

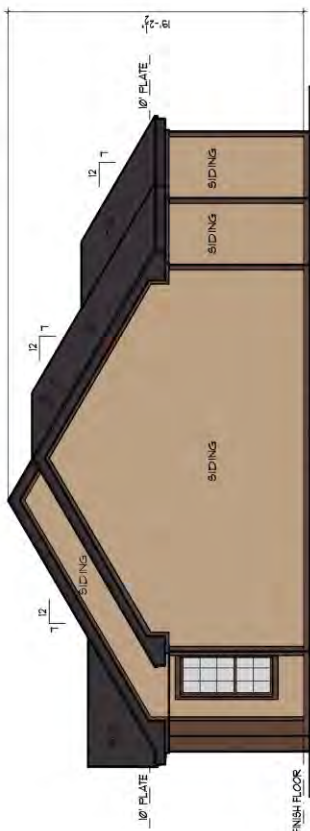
Bryn Meredith, TOWN ATTORNEY



ROOF PLAN

4-1-01

- NOTES
1. ROOF PITCH AS NOTED
 2. OVERHANG @ 12" FROM EXT. FACE OF FRAME
 3. ARROWS INDICATE DOWNWARD SLOPE OF ROOF



RIGHT SIDE ELEVATION

1/4" x 1'-0"



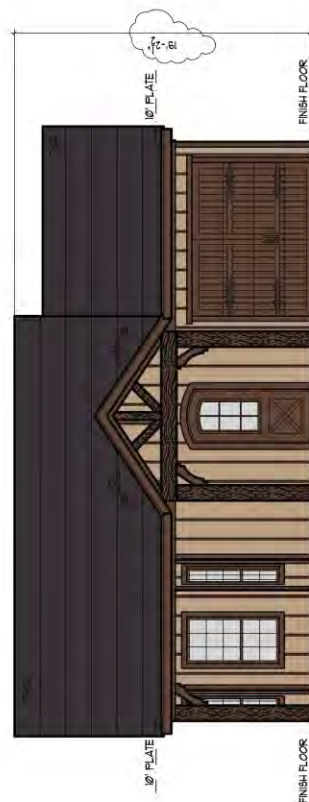
REAR ELEVATION

REAR



LEFT SIDE ELEVATION

6-7



FRONT ELEVATION

FRONT

WEST RESIDENCE

NOTE: IT IS THE SOLE RESPONSIBILITY OF THE BUILDER TO VERIFY ALL ASPECTS OF THIS PLAN AND TO ENSURE THAT THIS PLAN MEETS ALL

Attachment 2: Draft Ordinance

From: Jan Schmidt [mailto:]

Sent: Monday, April 25, 2016 2:07 PM

To: Poornima Srinarasi; Dave West

Subject: RE: SPECIFIC USE PERMIT (SUP16-0002) - WEST ACCESSORY BUILDING

This is to inform you that Carl and Jan Schmidt at 3805 Post Oak Road, Flower Mound 75022, that we are in approval of the West Accessory Building and are looking forward to the addition.

We are sorry we cannot attend the meeting.

Sincerely,

Carl and Jan Schmidt

Cc: Dave West

From: Dave West [mailto:]

Sent: Monday, April 25, 2016 9:47 AM

To: Poornima Srinarasi

Subject: FW: Homeowners Association Meeting

Good morning, Poornima,

Not sure if this is helpful for the P&Z meeting tonight, but I have included an email of support for building the accessory dwelling on our lot from one of our neighbors who is within 300 feet of our property. Bobby is also the President of the Diamond 36 HOA that comprises all the homes on our street.

Thanks,

Dave

From: Bobby Dalby [mailto:]

Sent: Monday, April 25, 2016 9:29 AM

To: Dave West

Subject: Re: Homeowners Association Meeting

Dave Wanda and I are OK with your accessory building for your in-laws as long as it meets architectural regulations and is never rented

Bobby & Wanda Dalby

3800 Post Oak Flower Mound



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: May 2, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Public Hearing to consider a request for a waiver to Section 82-275 of the Town's Code of Ordinances to allow outdoor lighting for a private recreational facility (MISC16-0002 – 900 Oak Drive). The property is located at 900 Oak Drive. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its April 25, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission report and backup for this item. Additional correspondence not included in the P&Z agenda packet has been attached as Attachment 2.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Additional Correspondence

DRAFT MOTION: Move to approve a request for a waiver to Section 82-275 of the Town's Code of Ordinances to allow outdoor lighting for a private recreational facility (MISC16-0002 – 900 Oak Drive).



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 6

DATE: April 25, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: **Public Hearing to consider a request for a waiver to Section 82-275 of the Town's Code of Ordinances to allow outdoor lighting for a private recreational facility (MISC16-0002 – 900 Oak Drive). The property is located at 900 Oak Drive.**

I. ITEM SUMMARY

This application has been reviewed by Town staff and, aside from the requested waiver, is in conformance with all applicable Town regulations.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to request a waiver to Section 82-275, Outdoor lighting, to allow a light pole to be located closer than 40 feet from the west property line. The subject property is approximately 4.25 acres in size and developed with a residence. A basketball court with two light poles to illuminate the court is located behind the residence. One of the light poles is located approximately 15 feet from the west property line and hence requires approval of a waiver. An electrical permit application is under review by Town staff. All other standards listed in Section 82-275 shall be met before issuance of a permit.

The light poles are located approximately 440 feet from the front property line and approximately 260 feet from the rear property line. The letter of intent includes pictures of the basketball court as seen from Oak Drive and from the neighbor's backyard (Attachment A(2)). The applicant has also provided a letter of support from the adjacent property owner (Attachment C(1)).

Section 82-275 of the Code of Ordinances contains additional provisions for outdoor lighting (see below). The light poles meet all other requirements in this section except for the distance from the west property line.

Sec. 82-275. - Outdoor lighting.

- a) All outdoor lighting shall not produce a disability glare or a nuisance or create light intrusion as defined in section 74-3.
- b) Luminaires or lighting standards installed for the purpose of illuminating a private outdoor recreational activity shall be subject to the following standards:
 - 1) No building permit shall be issued for the installation of lighting standards for the purpose of illuminating private outdoor recreational activities until outdoor lighting plans have been submitted, as required in section 78-125(a), "Procedures," and have been approved by the town.
 - 2) Permanent or temporary luminaries [luminaires] or lighting standards installed for the purpose of illuminating private outdoor recreational activities shall:
 - i. Use full cutoff fixtures, as defined in section 74-3;
 - ii. Not exceed a height of 30 feet;
 - iii. Not be closer than 40 feet from a property line; and
 - iv. The maximum measurable foot-candle illumination in the horizontal plane shall not exceed 20 foot-candles.
 - 3) When permanent or temporary luminaires or lighting standards are installed for the purpose of illuminating private outdoor recreational activities and do not comply with subsection (b)(2), a waiver will be required, as set forth herein, prior to installation.
 - i. A waiver as to the requirements set forth in subsection (b)(2) may be permitted by the town council after recommendation by the planning and zoning commission.
 - ii. A waiver is permissible as to the requirements set forth in subsection (b)(2) only where application by the property owner or his designee has been submitted to the town. Upon recommendation by the planning and zoning commission, the town council may grant a waiver if the town council determines that the permanent or temporary luminaires or lighting standards would not:
 - a. Create a nuisance as defined in section 74-3;
 - b. Create disability glare as defined in section 74-3;
 - c. Create a light intrusion as defined in section 74-3;
 - d. Be aesthetically inconsistent with the surrounding development, considering the following factors:
 1. The location of the permanent or temporary luminaire or lighting standard;
 2. The type of construction material used for the permanent or temporary luminaire or lighting standard;
 3. The location of the subject property; and
 4. The outdoor lighting used on adjacent or surrounding property.

- iii. Any applicant requesting an outdoor lighting waiver shall place an informational sign on such lot or tract of land or property in accordance with section 78-152 of this Code.
- iv. The procedures set forth in section 78-153 and section 78-154 of this Code must be followed before any action is taken on a request for an outdoor lighting waiver.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for a waiver to Section 82-275 of the Town's Code of Ordinances. At the time this report was written, staff had received no correspondence regarding this project.

IV. ATTACHMENTS

A. Background Information

- 1. Vicinity Map
- 2. Letter of Intent
- 3. Section 74-3 - Definitions referenced in Section 82-275

B. Application Details

- 1. MISC Packet

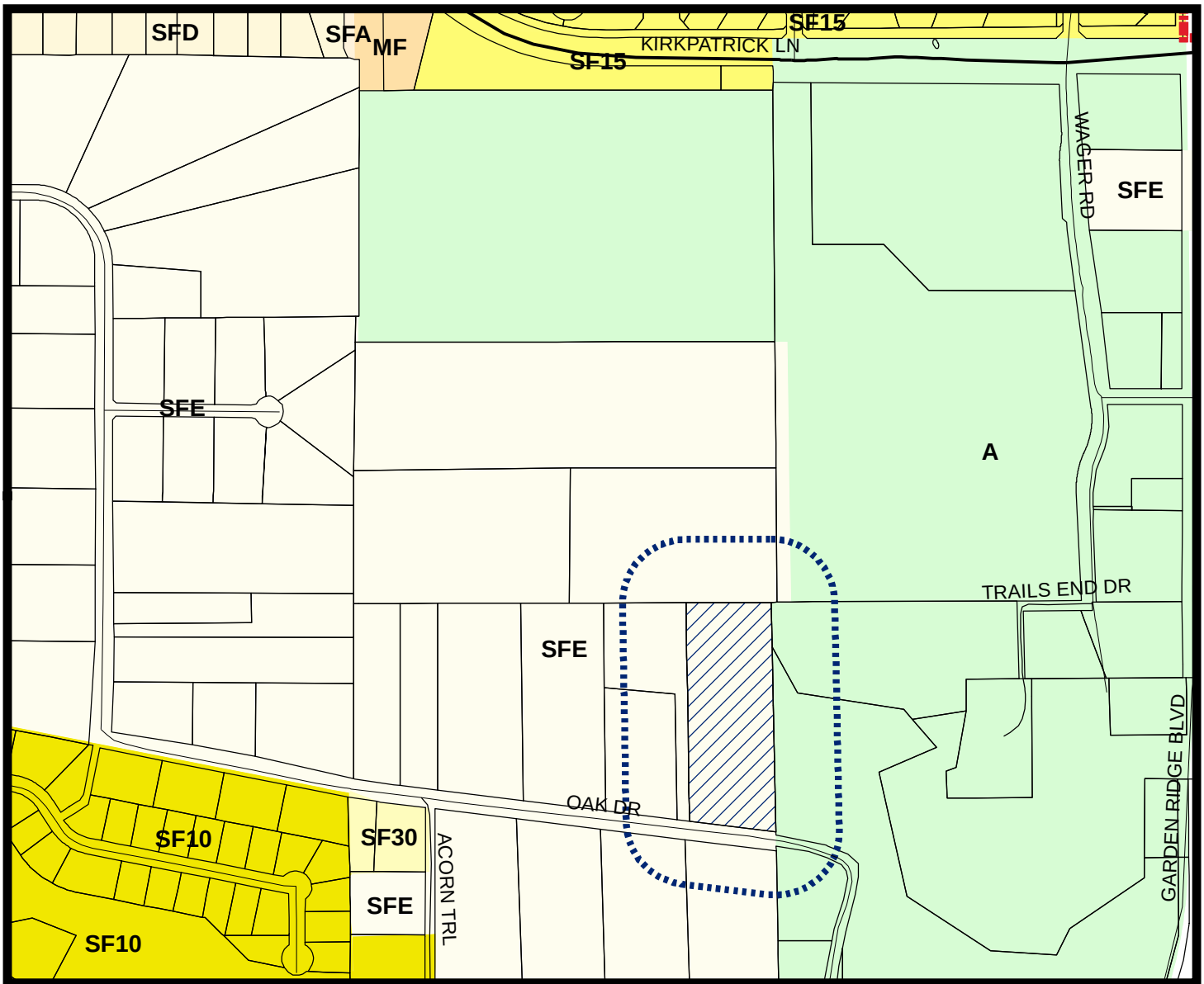
C. Correspondence

- 1. Correspondence in Support



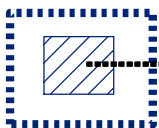
Vicinity Map

Reference Project: MISC 16-0002



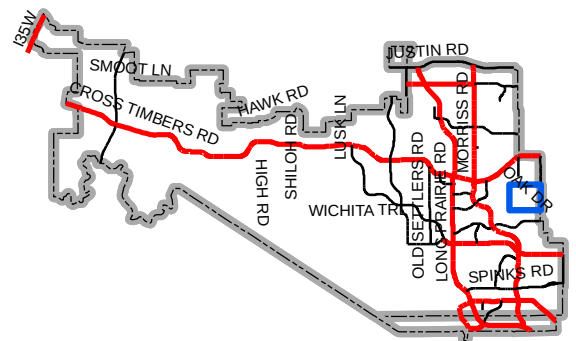
LEGEND

	Agriculture		Single Family Estate		Single Family 10		Single Family 15		Multi-Family
	Single Family 30 & 1 (obsolete)		Single Family Attached		Single Family Density				

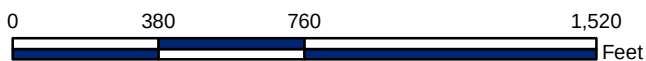


Subject Property

200 ft Notification Buffer around Property



Map Location



Bruce & Muriel McFarling
900 Oak Drive
Flower Mound, Texas 75028

March 31, 2016

Planning & Zoning Committee
1001 Cross Timbers Road
Flower Mound, TX 75028

Re: 900 Oak Drive Lighting Waiver

Dear Planning & Zoning Committee:

Our family lives at 900 Oak Drive. We would like lights for the half-court basketball court that we have on our property. The lights are full cutoff LED lights and meet the Town's requirements. However, one of the lights does not meet the forty foot setback from the property line. We are requesting a waiver of that single requirement for one light.

Our home is located on four and a half acres in one of the last rural sections on the east side of town. Additionally, we are the last house on a dead end street. On the east and north sides of our property, there are only wooded areas along the creek. There are no houses on these properties. My brother lives across the street and he has no objection to the lights. Our neighbors to the west, the FitzPatricks, are the property owners that the light is the closest. They have absolutely no objections to the light and we have included a letter from them stating that they have no objection to the waiver.

The lights are over 440 feet from the road and they are about 260 feet from the back of the property. The light pole in question is about 15 feet from the property line. The pole is about 150 feet from the back porch of the FitzPatricks. Please look at the pictures I have included. The basketball court is surrounded by trees. We even painted the court green to blend into the area. You cannot even see it from the street. The lights will not be a nuisance nor cause any disability glare.

We would like to have the lights so that our teenage boys will have a place to play basketball with their friends. During the summer, it is so hot during the day and the boys have to spend a lot of the days indoors. Adding lights will give them and their friends in the neighborhood a safe place to play.

Please contact me on my cell phone at (972) 365-5159 or at work at (940) 349-2340 if you have any questions or need any additional information.

We believe we meet the requirements and therefore ask that you please grant us a waiver.

Sincerely,


Bruce McFarling

View from the street (Oak Drive)



View from neighbor's back porch:





Product Description

Overview

This Access Fixtures LED half basketball court lighting system sets the industry standard achieving optimal playing conditions, minimizing energy use, and virtually eliminating maintenance, the perfect marriage of performance, functionality and sustainability.

- Maintains 15.02 foot candles over the entire court area
- Achieves extremely low lighting variance with a 2.44 max/min
- Reduces energy use by 65 percent as compared to pulse start-metal halide systems
- Emits 140 lumens per watt
- Rated for 100,000 hours (LM70)
- Full Cutoff to be Dark Sky Compliant
- **Access Fixtures Recommended Layout:**
- 2 poles placed on either side of the court
- 1 luminaire per pole
- Light fixtures do not interfere with player's line of vision
- Provides balanced, even, superior illumination

LED Basketball Court Lighting System Components:

Two 4" Square Steel 20' high poles

- Finished in a Dupont Chromate Conversion Coating
- Dark bronze finish standard
- 11 Gauge thickness
- Four 30" anchor bolts
- 10.5" square base plate

Two 378w LED Luminaires

- Emits 53,172 lumens per luminaire
- Operates on 120v-277v
- Rated for 100,000 hours (LM70)
- Color Temperature of 5700K
- Color rendering index of 70
- 5 year limited warranty
- ETL Certified, meets UL and CSA standards, RoHS compliant

Sec. 74-3. - Definitions

Disability glare means the effect of stray light in the eye whereby visibility and visual performance are reduced. A direct glare source that produces discomfort can also produce disability glare by introducing a measurable amount of stray light in the eye.

Light intrusion means a light flow that spills outside the location boundary causing a disturbance to adjacent areas.

Outdoor lighting nuisance means light:

- 1) Which if measured at the property line adjacent to a residentially zoned property or adjacent to a property used for residential purposes, is in excess of four-tenths of one footcandle;
- 2) Which if measured at the property line adjacent to an arterial street, is in excess of 1½ footcandles; or
- 3) Which if measured at the property line adjacent to a collector or residential street, is in excess of four-tenths of one footcandle.



Light pole is located less than 40-feet from the west property line.



LIGHTPOLE
LOCATED LESS
THAN 40'
FROM
PROPERTY LINE

PROPERTY
TO THE WEST

WESTERN
PROPERTY LINE

**Larry and Tami FitzPatrick
906 Oak Drive
Flower Mound, TX 75028**

March 17, 2016

Town of Flower Mound
Flower Mound, Texas

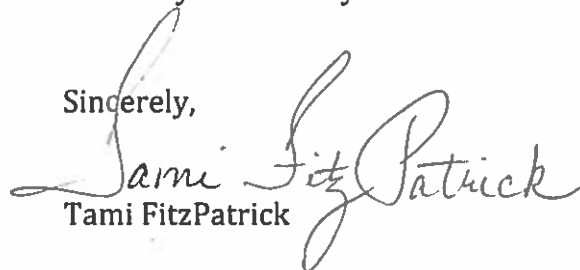
To Whom it May Concern:

My husband and I live at 906 Oak Drive, Flower Mound, Texas, and our neighbors Bruce and Muriel McFarling are putting up lights on a basketball court in their backyard. I understand that they may require a waiver from the zoning regulations to allow one of the lights to be placed closer to our property line than the 40 feet permitted by Town zoning regulations.

We have absolutely no objection to the proposed lights, their location or to the Town granting this waiver, if required. Our property is the only property impacted by the lighting (other than the McFarling's property). Our house is approximately 150 feet away from the location of the proposed lighting, and it will not cause any distraction to us at all. The proposed lighting will not produce any light intrusion or excessive glare for us, and we do not consider it any type of nuisance.

Please feel free to contact me at (214) 215-8202 if you need any further information from me.

Sincerely,


Tami FitzPatrick

From: Carol Douglas [mailto:]
Sent: Sunday, April 24, 2016 3:20 PM
To: Poornima Srinarasi
Subject: 900 Oak Drive

To whom it may concern:

We at 905 Oak Drive, are in favor of the waiver to Section 82-275 of the Town's Code of Ordinances to allow outdoor lighting for a private recreational facility on the property at 900 Oak Drive.

Thank You,
Nathan and Carol Douglas

From: Tami FitzPatrick [mailto:]
Sent: Monday, April 25, 2016 10:21 AM
To: Poornima Srinarasi
Subject: 900. Oak Drive

My husband and I received a letter from the Town asking for our opinion about the outdoor lighting waiver being requested on the McFarling property next door to our house. I believe our property is the most directly (if not only) property actually affected by the lights, and we have no objections and believe the waiver should be granted. I am attaching a letter that I previously provided with more detail. If we did not have other commitments, we would attend the hearing to support the McFarlings. We believe the waiver should be granted.

Tami FitzPatrick

From: Heather Gary Martin [mailto:]
Sent: Monday, April 25, 2016 3:04 PM
To: Poornima Srinarasi
Subject: 900 Oak Drive outdoor light waiver

Hi,

I received the notice about the hearing for the waiver about outdoor lights at 900 Oak Drive. I am in favor of granting that waiver. The lights do not cover a very large area and are somewhat behind the house. Further, that property has several acres and has lots of trees; the lights are barely visible from surrounding properties when in use.

Again, please grant the waiver for the outdoor lights at 900 Oak Drive in Flower Mound.

Thank you for the notification,

Heather McFarling Martin

From: deborah [
Sent: Monday, April 25, 2016 5:38 PM
To: Poornima Srinarasi
Subject: Lighting

To: The Town Of Flower Mound
Re: Lighting Request Waiver for 900 Oak Dr.

You have asked for input from nearby property owners about the light waiver request on the property at [900 Oak Drive](#). I live at [901 Oak Drive](#), directly across the street from that property, and I have no objection to the lights being requested. The lights will be behind the house and behind a number of trees and bushes. I do not think we will be able to see the lights from the street, and certainly not from my house. I have no objection to the waiver and believe it should be granted. Please contact me if you need further input.

Bill McFarling

Town Council Future Agenda Items



SCHEDULED	5/16/2016	Presentation	Public Works Week Proclamation
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 2, 2016.
		Consent	Consider approval of an ordinance canvassing and declaring the results of a general/special 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.
		Consent	FM 2499 @ Lakeside Intersection Improvements Change Order No.1 and Final Acceptance.
		Consent	FM1171 @ Kirkpatrick and FM1171 @ Timber Creek Signal Reconstruction Construction Award.
		Consent	Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during the Flower Mound Rotary's Neon Run and Festival. (The Parks, Arts and Library Services (PALS) Board recommended approval by a vote of 4 to 0 at its April 7, 2016, meeting.)
		Consent	Consider approval of the award of Request for Proposal Number 2016-41 to Oxley Williams Tharp Architects for architectural design services for Police Department and Central Fire Station Renovations in an estimated amount of \$75,000
		Consent	Consider approval of the purchase of one new 2017 International 7400 Tandem Dump Truck with snow plow hookups, PTO, controls, and hydraulics to include installing Town of Flower Mound owned snow plow attachment and related from Southwest International Trucks, through the Buy Board cooperative purchasing program, in the total amount of \$117,134.21
		Regular	Consider approval of Exotic Animal Ordinance
6/6/2016	Presentation		Special Recognition of Hollywood Feed, LLC for their generous sponsorship of a message board and dog agility equipment at The Hound Mound at Heritage Park.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 16, 2016.
		Consent	Consider approval of the minutes from a work session of the Town Council held on May 19, 2016.

SCHEDULED	6/6/2016	Consent	Heritage Park Phase III Design Award.
	6/10/2016	Presentation	PLACEHOLDER: Tentative Strategic Planning Session of the Town Council
	6/20/2016	Presentation	Proclamation for National Parks and Recreation Month
		Consent	Bakersfield Park Pedestrian Bridge Construction Award.
		Consent	Yucca Drive & Woodbine Street Reconstruction Design Award.
		Consent	FM 2499 @ FM 3040 Water Line Replacement Construction Award.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Buildings Regulations," Article XV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Energy Conservation Code and local amendments thereto.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article XIV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Residential Code and local amendments thereto.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article IV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Mechanical Code and local amendments thereto.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article III of the Code of Ordinances of the Town of Flower Mound, by adopting the 2015 edition of the International Plumbing Code and by adopting the 2015 edition of the International Fuel Gas Code together and local amendments to such codes.
		Consent	Consider approval of an ordinance amending Chapter 14, "Buildings and Building Regulations," Article II of the Code of Ordinances of the Town of Flower Mound, by amending Section 14-31,"International Building Code", and by adopting the 2015 edition of the International Building Code with amendments.
		Consent	FM 2499 @ FM 3040 Water Line Replacement Testing Award.
	7/18/2016	Consent	Material Testing Services Selection.
		Consent	FM 2499 12-Inch Water Line Phase III Construction Award.
		Consent	Professional Engineering Services Selection.
		Consent	Individual Park Projects (Gerault Game Field) Change Order 1 and Final Acceptance.

SCHEDULED	7/18/2016	Consent	Individual Park Improvements (Glenwick Park Bridge) Construction Award.
	8/4/2016	Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
		Consent	FM 2499 12-Inch Water Line Phase III Testing Award.
	8/15/2016	Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
	10/3/2016	Consent	2015 Street Reconstruction Construction Award.
	10/17/2016	Consent	2015 Street Reconstruction Testing Award.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		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.
		Regular	Public Hearing to consider adopting on first reading an ordinance of the Town Council of the Town of Flower Mound, Texas, granting a franchise for solid waste services to Community Waste Disposal, L.P.
		Regular	Consider a request for a Record Plat (RC16-0005 – Longhorn Addition) to create a residential subdivision, with an exception to allow residential access from a rural collector pursuant to Section 82-134 of the Code of Ordinances. The property is generally located east of Scenic Drive and south of Kensington Court. (The Planning and Zoning Commission recommended by a vote of to at its , 2016, meeting.)
		Regular	Public Hearing to consider a request for a Specific Use Permit No. 447 (SUP16-0006 - Kids Discovery District) to permit an indoor amusement and recreation facility, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Northshore Boulevard and east of Long Prairie Road. (The Planning and Zoning Commission recommended by a vote of to at its , 2016, meeting.)
		Regular	PLACEHOLDER: Amend Ch. 94 Trees