

AGENDA

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

OCTOBER 3, 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

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

D. PRESENTATIONS

1. 2015 Life Safety Achievement Award to Flower Mound Fire Department Prevention Division
2. Proclamation declaring October 9 - 16, 2016, as Fire Prevention week
3. Special Recognition for German exchange students (Marcus High School)
4. Announcement regarding Town acceptance of nominations for the Outstanding Citizenship Award

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.

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G. TOWN MANAGER'S REPORT

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.
3. Update and discussion on new town hall and library expansion.
4. Follow-up on platting issue within the Timber Creek Community Development Area 1 residential subdivision, which was raised during Public Participation at the September 19, 2016, Town Council regular meeting

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).

I. COORDINATION OF CALENDARS

1. The next Town Council meeting is scheduled for October 17th. *(with MPA items)*

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 9/15** - Consider approval of the minutes from a work session of the Town Council held on September 15, 2016.
2. **Minutes 9/19** - Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on September 19, 2016.
3. **Reimburse resolution** - Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.
4. **Pumper truck purchase** - Consider approval of the purchase of one 2017 Velocity PUC Pumper truck for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$588,841.00; and authorization for the Mayor to execute same on behalf of the Town.
5. **Emergency Services** - Consider approval of an agreement with Denton County Emergency Services District No. 1 to provide fire suppression and emergency medical services to citizens located in designated areas of the Town of Northlake and other designated areas of Denton County, and authorization for the Mayor to execute same on behalf of the Town.
6. **A.I.S.D. facility use** - Consider approval of a revised Interlocal Agreement for Use of Facilities and Services with the Argyle Independent School District for the

Town Council Meeting Agenda

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temporary use of certain rooms by the Flower Mound Fire Department, and authorization for the Mayor to execute same on behalf of the Town.

7. **Twin Coves Park** - Consider approval of the award of Request for Proposal Number 2016-50 to Platinum Cottages, LLC, for the purchase, delivery, and set-up of park models for Twin Coves Park in a not-to-exceed amount of \$920,000; and authorization for the Mayor to execute same on behalf of the Town.
8. **L.I.S.D. Interlocal** - Consider approval of an Interlocal Agreement with Lewisville Independent School District for Construction and Maintenance of Hike and Bike Trail on School Property associated with the Aberdeen Drive extension project
9. **CIP amendment** - Consider approval of Amendment No. 1 to the Fiscal Year 2016-2017 Capital Improvement Program.
10. **PSA WWTP project** - Consider approval of a Professional Services Agreement with Alan Plummer Associates, Inc., to provide contract construction management and resident project representation services, associated with the Wastewater Treatment Plant Rehabilitation Phase IV project, in the amount of \$331,125.00; and authorization for the Mayor to execute same on behalf of the Town.
11. **Operate permit** - Consider approval of a Permit to Operate and Maintain Facilities within Trinity River Authority of Texas (TRA) Easement, and authorization for the Mayor to execute same on behalf of the Town.
12. **PSA design services** - Consider approval of the Design Amendment No. 1 to the Professional Services Agreement with Criado and Associates, Inc., to provide additional design services, for the Yucca Drive and Woodbine Street Reconstruction project for an increase of \$25,036.00; and authorization for the Mayor to execute same on behalf of the Town.
13. **PSA engineering services** - Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 1171 at FM 2499 West Bound Right Turn Lane project, in the amount of \$55,000.00; and authorization for the Mayor to execute same on behalf of the Town.
14. **Glenwick bridge bid** - Consider approval of the award of Bid No: 2016-52, to Wall Enterprises, for the construction of the Glenwick Park Bridge as a part if the Individual Park Improvements project, in the amount of \$89,495.50; and authorization for the Mayor to execute same on behalf of the Town.

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K. REGULAR ITEMS

15. **CSP Prairie Commons (CSP16-0005)** **Public Hearing**
Public Hearing to consider a request for a Comprehensive Sign Package (CSP16-0005 – Prairie Commons) for the Prairie Commons development, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Sagebrush Drive and west of Yucca Drive. *(Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 26, 2016, meeting.)*
16. **Platform truck purchase** - Consider approval of the purchase of one 2017 Pierce 95' Midmount Platform Aerial truck for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$1,273,734.00; and authorization for the Mayor to execute same on behalf of the Town.
17. **Records Request** - Discuss a request from Councilmember Itamar Gelbman to release documents created by Deputy Mayor Pro Tem Bryan Webb and Mayor Pro Tem Kevin Bryant that are believed to coincide with the September 6th Town Council meeting.

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

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

M. CLOSED MEETING

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

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

Discuss and consider the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the municipal court judge.
- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

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- c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, public safety site, Song & In Addition property acquisition associated with the McKamy Creek Road Turn Lane project, and/or other municipal purposes and all matters incident and related thereto.

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

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: September 30, 2016, at 1:30 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: October 3, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a work session of the Town Council held on September 15, 2016.

BACKGROUND INFORMATION: The Town Council held a work session on September 15, 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 work session of the Town Council held on September 15, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 15, 2016 BOOK 44 PAGE 1

THE FLOWER MOUND TOWN COUNCIL WORK SESSION HELD ON THE 15th DAY OF SEPTEMBER, 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 work session with the following members present:

Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5

with the following members of Town Council absent:

Tom Hayden	Mayor
Jason Webb	Councilmember Place 1

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Ken Parr	Executive Director of Public Works
Doug Powell	Executive Director of Development Services

A. CALL WORK SESSION TO ORDER

Mayor Pro Tem Bryant called the work session to order at 6:00 p.m.

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

Mayor Pro Tem Bryant led the pledges.

D. WORK SESSION ITEM

1. Presentation and discussion involving Town development standards including the Urban Design Plan, sign standards, landscape standards, undergrounding of overhead utilities, detention and retention pond standards, and discussion of the Town's process and options for administrative approvals.

Mr. Dalton gave a presentation identifying or noting:

- Urban design plan (architectural standards)
- Administrative approvals
- Undergrounding of utilities
- Sign standards

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 15, 2016 BOOK 44 PAGE 2

- Landscape standards
- Detention and retention pond standards
- Expectations

Mr. Dalton, Mr. Powell, Mr. Meredith, responded to questions from Council related to:

- Clarification as to the types of projects meritorious design can be applied to
- Clarification regarding the use of stucco as a building material
- Factors that might prevent businesses from putting in solar
- Performance bond options
- Legalities and logistics associated with development conditions for underground utilities
- Provisions as it related to regulating LED or neon
- How long does a development have to be out of compliance as it relates to landscaping before it's an issue where they're required to replace any dead vegetation
- Requirements related to retention ponds

There was general Council direction to proceed in the following areas:

- Allow for meritorious exceptions for green building designs that incorporate Leadership in Energy and Environmental Design (LEED), such as the use of solar
- Review the Town's standards to make sure they are not prohibitive for a business that desires to construct a LEED building
- Flat roof along roads vs. pitched roof is acceptable if not adjacent to residential
- Allow stucco as a building material
- For administrative approvals, if P & Z holds the requirement of approving something because it meets the code, then that approval should be shifted to a staff approval level (i.e. site plans)
- Allow tree removal permits to be approved at a staff level with an appeal process
- Acceptable to the concept of smartscaping; however, it must be designed to ensure the standards are met
- Establish a plan to address noncompliance relative to landscaping in commercial developments

Topics were prioritized as follows, with the understanding staff will come up with a proposed completion schedule:

1. Urban design plan (architectural standards)
2. Administrative approvals
3. Undergrounding of utilities
4. Sign standards
5. Landscape standards
6. Detention and retention pond standards

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There was general Council direction to have a future discussion in the following areas:

- Requirements as it relates to CLOMAR (Conditional Letter of Map Revision) and a flood plain
- Allowing developers to use a certified engineering firm to conduct Traffic Impact Analysis (TIA)
- When dealing with an area where there have been multiple TIAs in a short amount of time, could the most recent TIA be amended based on any new information that has been made known
- For LED and neon lighting look at it from a holistic impact because the source isn't the issue, and acceptable to removing the standard because there are other provisions that covers an acceptable look
- For underground utilities explore options that would allow the Town to offer relief to the developers that makes sense and still accomplishes the goal of getting utility lines underground (establishing a fund and using in focused areas, incentives, etc.)
- Handling retention/detention ponds in a more environmentally friendly application in situations where it's completely internal and not visible to a neighborhood or otherwise.

E. ADJOURN WORK SESSION

Mayor Pro Tem Bryant adjourned the work session at 8:20 p.m. on Thursday, September 15, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: October 3, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on September 19, 2016.

BACKGROUND INFORMATION: The Town Council held a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on September 19, 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; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on September 19, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 19, 2016 BOOK 44 PAGE 1

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 19TH DAY OF SEPTEMBER 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 (arrived at 6:02 p.m.)
Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem
Don McDaniel	Councilmember Place 4

with the following members absent:

Jason Webb	Councilmember Place 1
Itamar Gelbman	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Kay Wilkinson	Budget and Grants Manager
Eric Greaser	Fire Chief
Andy Kancel	Police Chief

A. CALL REGULAR MEETING TO ORDER

Mayor Pro Tem Bryant called the regular meeting to order at 6:00 p.m.

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

Chaplain McNamer gave the invocation and Mayor Pro Tem Bryant led the pledges.

D. PRESENTATIONS

1. Addiction Awareness Day Proclamation

Kathy O'Keefe accepted the Proclamation.

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 19, 2016 BOOK 44 PAGE 2**2. Food Safety Awards**

Tom Vyles, Environmental Health Manager, provided background information about the program and presented food safety excellence awards to various businesses.

3. Presentation by Mobilitie, LLC regarding construction of utility poles in the Town owned right-of-way

Mr. Brad French with Mobilitie gave presentation identifying or noting:

- Introduction about Mobilitie
- Mobile data trends and demand drivers
- 2020 data use forecast
- About the effort
- Holistic network design
- Example of dead zones map
- Network densification – the carrier solution
- The new solution – small cells
- Transport networks
- Flower Mound partnership & process
- Public utility status

Mr. French responded to questions or comments from Council regarding:

- Locations where cell phone coverage is not good
- If American Tower is a competitor
- What does Council need to do to fix the lack of cell phone coverage issue, particular near the Lakeside area and Wichita Trail
- Are there budgetary constraints
- If the pole space is leased by multiple providers

Mr. Meredith clarified the purpose of the item is to seek input from Council relative to interest in going forward.

There was Council consensus to move forward to the extent of coming up with an agreement for future consideration in the interest of addressing the areas of southern Flower Mound that have poor cell phone coverage.

Mr. Stathatos pointed out that given staff now has the direction; other companies will be contacted as well, including American Standard.

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 speaker form)</i>
1.	Lauren Peck, Elizabeth Cohen, Caroline Oeding, and	Girl Scout Silver Award Project

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	other scout members	
2.	Ken King, 1105 Strawn Ct	Permit issue
3.	Ladoska Pavia, 1102 Strawn Ct	Permit issue
4.	Doug Brown, 1721 Ingleside Dr	Flag relay
5.	Janet Jones, 2113 Columbia Dr	Thank TC for handling board appts. In Sept.
6.	Renee Doyle, 920 Drake Tr	2016 Tax Roll
7.	Michael Baldree, President of Flower Mound Professional Fire Fighters Association, 2516 Sycamore Leaf	Tax rate
8.	Michelle Dishman, address not provided	Tax rate and budget
9.	Kendra Stephenson, 2321 Roadrunner	Tax rate and budget
10.	Joshua Acker, President of Flower Mound Police Association, 4150 Kirkpatrick	Tax rate and budget

Mayor Hayden offered the Town's assistance with outreach efforts for the girl scout project in order to raise awareness about Flower Mound Animal Services.

Chief Greaser provided a statement of fact in response to a comment made during public participation as it relates to compensation of fire personnel.

Mr. Dalton and Mr. Meredith provided statements of fact in response to a comment made during public participation as it relates to a building permit concern for the address of 1102 Strawn Ct. There was Council consensus to have the Town Attorney look into the matter to review options in the interest of seeking a resolution in the matter.

F. ANNOUNCEMENTS

Councilmember McDaniel announced that September 22nd is North Texas Giving Day.

Mayor Pro Tem Bryant had the following announcements:

- Recited a letter from Donald Elementary Principal Michelle Wooten extending her thanks on how the fire department handled a recent incident at the school
- Acknowledged the 9/11 remembrance ceremony
- Acknowledged the recent police and fire promotions

Mayor Hayden had the following announcements:

- The type and quality of developments that come before Council, and his role, as well as staff, prior to a development project coming forward, and he offered examples of the types of projects that have been discouraged in the last few years because it didn't conform to the master plan.
- How Planning and Zoning members are encouraged to vote for what is right for the Town, and apologized for them being labeled as a rubber stamp for Council in a recent social media post.

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

1. Report related to capital improvement projects

Mr. Stathatos provided an update on the following CIP Projects:

- FM 1171 update

2. Economic Development projects

Mr. Stathatos provided an update on the following ED Projects:

- Alora Wachholz in the Economic Development Department was recently promoted to Economic Development Manager
- Wells Fargo building update

3. Update and discussion on library expansion.

Mr. Stathatos noted there are no changes on the library expansion and there is an item on tonight's agenda for Town Hall.

4. Waste services transition plan update.

Mr. Stathatos and Jeri Harwell, Republic Services, provided an update on the waste services transition.

H. FUTURE AGENDA ITEMS

Discuss whether or not to have a future agenda item as it relates to a request from Councilmember Gelbman to release documents created by Councilmember Bryan Webb and Mayor Pro Tem Bryant that are believed to coincide with the September 6th Town Council meeting.

There was Council consensus to have this item come forward as a future agenda item.

I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

Mayor Hayden announced that the next regular Town Council meeting is scheduled for October 3rd.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on August 30, 2016.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on August 30, 2016.

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2. Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on September 6, 2016.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on September 6, 2016.

3. Consider approval of the minutes from a regular meeting of the Town Council held on September 8, 2016.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on September 8, 2016.

4. Consider approval of revisions to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Chapter 2 Recruitment and Employment effective immediately.

RECOMMENDATION: Move to approve the revisions to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Chapter 2 Recruitment and Employment effective immediately.

5. Consider approval of the award of Bid Number 2016-81 to Robinson Fence Company, Inc. in the amount of \$83,500; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve the award of Bid Number 2016-81 to Robinson Fence Company, Inc. in the amount of \$83,500; and authorization for the Mayor to execute same on behalf of the Town.

6. Consider acceptance of grant funds and execution of an agreement from the Texas State Library and Archives Commission (TSLAC) for the FY 2017 Special Projects Grant Program; and authorization for the Mayor to execute said agreement on behalf of the Town.

RECOMMENDATION: Move to approve grant funds and execution of an agreement from the Texas State Library and Archives Commission (TSLAC) for the FY 2017 Special Projects Grant Program; and authorization for the Mayor to execute said agreement on behalf of the Town.

7. Consider approval of a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.

RECOMMENDATION: Move to approve a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.

RESOLUTION NO. 19-16

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS ("TOWN"), ADOPTING AN INVESTMENT POLICY FOR FUNDS FOR THE TOWN AS REQUIRED ANNUALLY BY THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING AN EFFECTIVE DATE.

8. Consider approval of an agreement with the Town of Double Oak to provide emergency medical services to the citizens of Double Oak, and authorize the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve an agreement with the Town of Double Oak to provide emergency medical services to the citizens of Double Oak, and authorize the Mayor to execute same on behalf of the Town.

9. Consider approval of an agreement with the Denton County Emergency Services District No. 1 to provide fire and medical transport services to certain areas of Northlake and Denton County including Canyon Falls and the Northwest Regional Airport, and authorize the Mayor to execute same on behalf of the Town.

This item was pulled in its entirety at the request of staff.

10. Consider approval of the annual service fee for the Everbridge emergency notification system for a total amount of \$26,145.00, and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve the annual service fee for the Everbridge emergency notification system for a total amount of \$26,145.00, and authorization for the Mayor to execute same on behalf of the Town.

11. Consider approval of an Interlocal Agreement entered into by and between the County of Denton, Texas and the Town of Flower Mound, Texas, a home-rule municipality, for the use of the use of the Denton County Radio Communication System.

RECOMMENDATION: Move to approve an Interlocal Agreement entered into by and between the County of Denton, Texas and the Town of Flower Mound, Texas, a home-rule municipality, for the use of the use of the Denton County Radio Communication System.

12. Consider approval of a plan to allow the Town to purchase personal rifles for officers and receive reimbursement from officers through a payroll deduction plan.

RECOMMENDATION: Move to approve a plan to allow the Town to purchase personal rifles for officers and receive reimbursement from officers through a payroll deduction plan.

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13. Consider approval of final acceptance of the Individual Parks Improvement (Shadow Ridge and Bluebonnet Parks) project; authorization for final payment to 2L Construction, LLC, in the amount of \$21,411.00; and authorization for the Mayor to execute the same on behalf of the Town.

RECOMMENDATION: Move to approve the Individual Parks Improvement (Shadow Ridge and Bluebonnet Parks) project; authorization for final payment to 2L Construction, LLC, in the amount of \$21,411.00; and authorization for the Mayor to execute the same on behalf of the Town.

14. Consider and approve annual update to the Riverwalk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.

RECOMMENDATION: Move to approve annual update to the Riverwalk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll.

Deputy Mayor Pro Tem Bryan Webb moved to approve by consent Items 1 – 8; 10 – 14. Mayor Pro Tem Bryant seconded the motion. Each item, as approved by consent, is restated above along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

Council Discussion

Mayor Pro Tem Bryant provided a brief explanation relative to the benefit as it relates to the purchase program for rifles as outlined in agenda item 12, and Mr. Stathatos responded to a question from Council as it relates to the Town not having liability.

VOTE ON MOTION:

Motion passed

AYES: MCDANIEL, BRYANT, B. WEBB

NAYS: NONE

ABSENT: GELBMAN, J. WEBB

K. REGULAR ITEMS

15. Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and making appropriations for each fund and department; ratify property tax revenue increase reflected in the budget.

Staff Presentation

Ms. Wilkinson gave a presentation identifying or noting:

- Required budget and tax rate adoption language
- 2016 debt service and tax rates
- Difference in proposed tax rate and effective tax rate
- New property tax revenue
- Required publishing language
- How FM compares – 2015 tax rate
- Changes since the proposed budget

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- Compensation/benefits
- General fund expenditures
- Utility fund expenditures
- Water/wastewater rates
- Stormwater utility fund expenditures
- Special revenue funds
- Crime control & prevention district budget
- Fire Control, Prevention, & Emergency Medical Services District Budget
- Overview of CIP budget

Ms. Wallace, Chief Greaser, or Chief Kancel responded to questions from Council as follows:

- Clarification regarding a comment made relative to police officer salaries
- Clarification regarding the effective and stated rate
- Where would cuts be made if Council voted for the effective tax rate
- The importance of maintaining an ISO rating of "2" which equates to service levels, and other factors such as water capacity, and the impact on citizens relative to insurance cost should the ISO rating drop
- Property tax rolls and timing
- Recruitment efforts in the police department
- Past recollection of Flower Mound being considered a training ground for police officers
- If staff is continuously looking at ways to reduce costs

There was Council discussion as follows:

- The negative impact on service levels should the Town adopt the effective tax rate
- The budget process and how Council works with staff to understand all aspects of the budget
- What being fiscally conservative means
- The benefits the Town receives in having a AAA bond rating
- How the Town did lower the tax rate two years ago
- The cost that comes with having a new development come along, and associated demand for services
- Comments in response to Councilmember Gelbman's prepared comments (Item 18)

Deputy Mayor Pro Tem Bryan Webb moved to approve an ordinance adopting the budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and making appropriations for each fund and department. Councilmember McDaniel seconded the motion.

ORDINANCE NO. 52-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017, AND MAKING APPROPRIATIONS FOR EACH FUND AND DEPARTMENT; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SINKING FUND AND OTHER OBLIGATIONS; REPEALING

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 19, 2016 BOOK 44 PAGE 9

CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**VOTE ON MOTION:***Motion passed***AYES: B. WEBB, BRYANT, MCDANIEL****NAYS: NONE**

Deputy Mayor Pro Tem Bryan Webb moved to ratify the property tax revenue increase reflected in the FY 2016-2017 budget. Mayor Pro Tem Bryant seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: MCDANIEL, BRYANT, B. WEBB****NAYS: NONE****ABSENT: GELBMAN, J. WEBB**

16. Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.

Deputy Mayor Pro Tem Bryan Webb, and for the Town Council, acting as Board of Directors for the Town of Flower Mound Crime Control and Prevention District, moved to approve a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017. Councilmember McDaniel seconded the motion.

RESOLUTION NO. 20-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: B. WEBB, BRYANT, MCDANIEL****NAYS: NONE****ABSENT: GELBMAN, J. WEBB**

17. Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.

Deputy Mayor Pro Tem Bryan Webb, and for the Town Council, acting as the Board of Directors for the Fire Control, Prevention, and Emergency Medical Services District, moved to approve a resolution adopting the Town of Flower Mound Fire Control,

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 19, 2016 BOOK 44 PAGE 10

Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017. Councilmember McDaniel seconded the motion.

RESOLUTION NO. 21-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: MCDANIEL, BRYANT, B. WEBB****NAYS: NONE****ABSENT: GELBMAN, J. WEBB**

18. Consider approval of an ordinance adopting the 2016 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.4390 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2016.

Mr. Stathatos recited prepared comments as requested and written by Councilmember Gelbman.

Deputy Mayor Pro Tem Bryan Webb moved to approve that the property tax rate be increased by the adoption of a tax rate of \$0.4390 per \$100 of assessed value, which is effectively a 5.75 percent increase in the tax rate; and move to approve an ordinance adopting the 2016 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.4390 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2016. Councilmember McDaniel seconded the motion.

ORDINANCE NO. 53-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016, AND ENDING ON SEPTEMBER 30, 2017, AND FOR EACH FISCAL YEAR THEREAFTER UNTIL OTHERWISE PROVIDED, AT A RATE OF \$0.4390 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2016; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE TOWN; PROVIDING FOR DUE AND DELINQUENT

DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR APPROVAL OF THE 2016 TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: B. WEBB, BRYANT, MCDANIEL

NAYS: NONE

ABSENT: GELBMAN, J. WEBB

Town Council recessed at 8:26 p.m. and reconvened at 8:32 p.m.

19. Consider and provide direction on the architectural design of the new Town Hall.

Staff Presentation

Andrew Oxley and Randy Williams gave a presentation identifying or noting:

- Two preliminary options based on feedback at the last meeting, including animations

And he responded to questions from Council:

- Clarification regarding the employee entrance

There was Council consensus for option 5:





with the following comments and/or thoughts:

- Employee parking more pronounced on the east side
- Like the covered walkway in front
- Like the covered patio in the back
- Like the idea of bringing the indoors and outdoors together
- Importance of using natural and native landscaping
- Concerns about the maintenance associated with the fountain
- Like the idea of bringing in light in council chambers
- Options for dramatic lighting

Ms. Wallace, Mr. Stathatos, and Mr. Powell, responded to questions from Council as follows:

- staff's feedback regarding the design options

There was Council consensus to have the architect work with Mr. Powell on the design elements.

Deputy Mayor Pro Tem Bryan Webb moved to approve architectural design option 5 for the Town Hall building. Councilmember McDaniel seconded the motion.

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 19, 2016 BOOK 44 PAGE 13

VOTE ON MOTION:*Motion passed***AYES: MCDANIEL, BRYANT, B. WEBB****NAYS: NONE****ABSENT: GELBMAN, J. WEBB**

20. Public Hearing to consider a request for a Comprehensive Sign Package (CSP16-0004 – Explorations Preparatory School) for the Explorations Preparatory School. The property is generally located south of Flower Mound Road and west of Strait Lane. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 12, 2016, meeting.)*

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Site location
- Photos of site
- Replat
- Option 1 (raised letter)
- Option 2 (flat sign)
- No comments have been received

Mr. Powell responded to questions from Council as follows:

- Clarification that it meets all of the sign ordinances short of it being a second sign on a single lot

Mayor Hayden opened the public hearing at 8:52 p.m. and no one spoke in support or opposition. Mayor Hayden closed the public hearing at 8:52 p.m.

Deputy Mayor Pro Tem Webb moved to approve a request for a Comprehensive Sign Package (CSP16-0004 – Explorations Preparatory School) for the Explorations Preparatory School. Mayor Pro Tem Bryant seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: B. WEBB, BRYANT, MCDANIEL****NAYS: NONE****ABSENT: GELBMAN, J. WEBB**

21. Discuss and consider an ordinance of the Town Council of the Town of Flower Mound, Texas, Amending Chapter 2, Article III, "Boards, Committees, Commissions, "Division 2, "Parks, Arts, & Library Services (PALS) Board," Providing for the addition of three (3) alternate members to the board.

Staff Presentation

Mayor Hayden and Mayor Pro Tem Bryant provided background information that led to the additional alternate members being added.

Deputy Mayor Pro Tem Bryan Webb moved to approve an ordinance of the Town Council of the Town of Flower Mound, Texas, Amending Chapter 2, Article III, "Boards, Committees, Commissions, "Division 2, "Parks, Arts, & Library Services (PALS) Board," Providing for the addition of three (3) alternate members to the board; providing this

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 19, 2016 BOOK 44 PAGE 14

Ordinance shall be cumulative of all Ordinances; providing a severability clause; and providing an effective date. Mayor Pro Tem Bryant seconded the motion.

ORDINANCE NO. 54-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 2, ARTICLE III, "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 2, "PARKS, ARTS, AND LIBRARY SERVICES (PALS) BOARD," PROVIDING FOR THE ADDITION OF THREE ALTERNATE MEMBERS TO THE BOARD; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: MCDANIEL, BRYANT, B. WEBB****NAYS: NONE****ABSENT: GELBMAN, J. WEBB****L. BOARDS/COMMISSIONS (Executive Conference Room)**

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

Mayor Pro Tem Bryant announced that the following individuals were selected by members of Council to serve on the Outstanding Citizen Committee:

1. Barbara Bailey, Chair
2. Yvette Williams Elliott
3. Brit Stock
4. Doug Graves
5. Greg Wilson
6. Julie Broussard

For the Parks, Arts, and Library Services Board, Mayor Pro Tem Bryant moved to appoint:

- Jodi Seay, Place 8, Alternate, effective immediately with a term expiration date of September 30, 2018.
- Virginia Curry, Place 10, Alternate, effective immediately with a term expiration date of September 30, 2018.
- Melissa Carley, Place 9, Alternate, with a term beginning October 1, 2016, and ending September 30, 2017

Councilmember McDaniel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: B. WEBB, BRYANT, MCDANIEL****NAYS: NONE**

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 19, 2016 BOOK 44 PAGE 15**ABSENT: GELBMAN, J. WEBB**For the Transportation Commission, Mayor Pro Tem Bryant moved to reappoint:

- Robert Caput, Place 2, with a term beginning October 1, 2016, and ending September 30, 2018.
- Chris Reed, Place 6, with a term beginning October 1, 2016, and ending September 30, 2018.

Councilmember McDaniel seconded the motion.**VOTE ON MOTION:***Motion passed***AYES: MCDANIEL, BRYANT, B. WEBB****NAYS: NONE****ABSENT: GELBMAN, J. WEBB**For the Animal Services Board, Mayor Pro Tem Bryant moved to appoint:

- Haiyan Fan, Place 8, Alternate, with a term beginning October 1, 2016, and ending September 30, 2018.
- Anne Lucas, with a term beginning October 1, 2016, and ending September 30, 2017.

Councilmember McDaniel seconded the motion.**VOTE ON MOTION:***Motion passed***AYES: B. WEBB, BRYANT, MCDANIEL****NAYS: NONE****ABSENT: GELBMAN, J. WEBB****M./N. CLOSED/OPEN MEETING**

The Town Council convened into a closed meeting at 9:00 p.m. on September 19, 2016, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, and reconvened into an open meeting at 10:33 p.m. on September 19, 2016, to take action on the items as follows:

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

No action taken.

- b. Annual Review of Town Manager and Town Secretary.

For the annual performance review of the Town Secretary, Theresa Scott, Deputy Mayor Pro Tem Bryan Webb moved to make adjustments as discussed in executive session. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: MCDANIEL, BRYANT, B. WEBB**

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 19, 2016 BOOK 44 PAGE 16

NAYS: NONE

ABSENT: GELBMAN, J. WEBB

For the annual performance review for the Town Manager, Jimmy Stathatos, Deputy Mayor Pro Tem Bryan Webb moved to make adjustments as discussed in executive session, and authorize the Mayor to sign an amended agreement in accordance with the terms discussed during executive session. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: B. WEBB, BRYANT, MCDANIEL

NAYS: NONE

ABSENT: GELBMAN, J. WEBB

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

No action taken.

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

No action taken

O. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 10:35 p.m. on Monday, September 19, 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: October 3, 2016

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

BACKGROUND INFORMATION: The procurement process requires that 100% of funding be available before funds can be encumbered for the award of contracts. This reimbursement resolution will allow staff to satisfy the funding requirements prior to the issuance of debt under federal tax law.

The Town plans to issue debt during fiscal year 2016-2017 to fund improvements to streets, signals, facilities, parks and to the water and wastewater system within the Town. In order to begin this project prior to the issuance of debt, it is necessary to pass this resolution declaring intent to reimburse expenditures. The proposed reimbursement resolution provides the funding source to satisfy the procurement requirements for the projects as included on the fiscal year 2016-2017 Five-Year Capital Improvement Program ("CIP").

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$20,540,000

Proposed Expenditure:	Account Number(s):
\$20,540,000	To satisfy the funding requirements and begin the capital project prior to the issuance of debt under federal tax law.

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

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution. This standard reimbursement resolution was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Resolution

RECOMMENDATION: Move to approve a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorize the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and provide an effective date.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, AND AUTHORIZING THE PREPARATION OF THE DOCUMENTS ASSOCIATED WITH THE ISSUANCE, SALE AND DELIVERY OF THE DEBT OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "Town"), intends to issue debt for the construction and improvement of the projects listed on Exhibit A (collectively, the "Projects"); and

WHEREAS, the Town further intends to make certain capital expenditures with respect to the Projects and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Town must declare its expectation to make such reimbursement; and

WHEREAS, the Town desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

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

SECTION 1

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

SECTION 2

The Town reasonably expects to reimburse capital expenditures with respect to the Projects with proceeds of debt hereafter to be incurred by the Town, and this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Projects is \$20,540,000.

SECTION 3

Hilltop Securities Inc. is hereby authorized and directed to prepare, or cause to be prepared, any and all documents including, but not limited to, an Official Statement

RESOLUTION NO. _____

PAGE 2

associated with the issuance, sale and delivery of the obligations, the proceeds of which will provide financing of the Projects.

SECTION 4

This Resolution shall take effect from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 3rd DAY OF OCTOBER, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM:

Bryn Meredith, TOWN ATTORNEY

RESOLUTION NO. _____

EXHIBIT A**General Capital Projects****Street Projects:**

Aberdeen Drive Phase 1 (2 Lanes FM 2499 to Lake Forest)
 ADA Transition Plan and implementation
 Lakeside Eastbound Right Turn Lane at Home Depot
 Roadway Amenities
 Stonecrest Road (500 ft North of Canyon Falls Dr. to Town Limit)
 Waketon Road

\$ 1,960,000**Signal Project:**

Traffic Detection Rehabilitation

\$ 125,000**Facility Projects:**

Fire Station No. 1 Facility Upgrades
 Policy and Courts Facility Upgrades

\$ 2,740,000**Park Project:**

Community Activity Center Improvements

\$ 257,000**Total General** \$ 5,082,000**Utility Capital Projects****Water**

Aberdeen Water Line (FM 2499 to Lake Forest)
 Bruton Orand Elevated Storage Tank Rehabilitation
 Canyon Falls 20-Inch Water Line
 High Road Water Line Replacement Phase 1
 Pintail Pump Station (Auxiliary Power & Upgrades)
 Rippy Road Water Line Improvements (FM 2499-Waketon)
 Shady Point Acres Water Line Replacement
 Stonehill Pump Station 10 MG Ground Storage Tank Modification
 Stonehill Pump Station Discharge Valve Replacement
 Utility Asset Management & Utility Replacement
 Water System Leak Detection & Repair

\$ 8,380,000**Wastewater**

Bakers Branch Collector Phase II (Lexington to Gerault)
 Inflow-Infiltration/Evaluation and Repair
 Lift Station Improvements and Decommissioning
 Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)
 Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)
 Wastewater Treatment Plant Rehabilitation Phase V (Sludge, Holding and Thickening)
 Woodbine Street Sewer Line

\$ 6,700,000**Total Utility** \$ 15,080,000**Estimated financing costs**\$ 378,000.00**Grand Total of Debt Issuance**\$ 20,540,000

General Capital Projects**Street Projects:**

Aberdeen Drive Phase 1 (2 Lanes FM 2499 to Lake Forest)
 ADA Transition Plan and implementation
 Lakeside Eastbound Right Turn Lane at Home Depot
 Roadway Amenities
 Stonecrest Road (500 ft North of Canyon Falls Dr. to Town Limit)
 Waketon Road

\$ 1,960,000

Signal Project:

Traffic Detection Rehabilitation

\$ 125,000

Facility Projects:

Fire Station No. 1 Facility Upgrades
 Policy and Courts Facility Upgrades

\$ 2,740,000

Park Project:

Community Activity Center Improvements

\$ 257,000

Total General \$ 5,082,000

Utility Capital Projects**Water**

Aberdeen Water Line (FM 2499 to Lake Forest)
 Bruton Orand Elevated Storage Tank Rehabilitation
 Canyon Falls 20-Inch Water Line
 High Road Water Line Replacement Phase 1
 Pintail Pump Station (Auxiliary Power & Upgrades)
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 Shady Point Acres Water Line Replacement
 Stonehill Pump Station 10 MG Ground Storage Tank Modification
 Stonehill Pump Station Discharge Valve Replacement
 Utility Asset Management & Utility Replacement
 Water System Leak Detection & Repair

\$ 8,380,000

Wastewater

Bakers Branch Collector Phase II (Lexington to Gerault)
 Inflow-Infiltration/Evaluation and Repair
 Lift Station Improvements and Decommissioning
 Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)
 Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)
 Wastewater Treatment Plant Rehabilitation Phase V (Sludge, Holding and Thickening)
 Woodbine Street Sewer Line

\$ 6,700,000

Total Utility \$ 15,080,000

Estimated financing costs

\$ 378,000.00

Grand Total of Debt Issuance

\$ 20,540,000



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: October 3, 2016

FROM: Rochelle Ragas, Purchasing Manager

ITEM: Consider approval of the purchase of one 2017 Pierce Velocity PUC Pumper truck for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$588,841; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Fire and Emergency Services Department is requesting the purchase of one Pierce Velocity PUC Pumper truck, in the amount of \$588,841. Siddons-Martin Emergency Group is offering pre-payment discounts, a trade-in allowance, and a preferred customer discount. If payment is made with the purchase order, the following discounts will apply:

Cost of Unit:	\$ 739,799
Trade-In Allowance:	(\$ 124,620)
Pre-Payment Discount (Chassis):	(\$ 10,231)
Pre-Payment Discount:	(\$ 15,507)
Preferred Customer Discount:	(\$ 2,600)
Sub-Total with Discounts:	\$ 586,841
H-GAC (Contract FS12-15)	\$ 2,000
TOTAL	\$ 588,841

Delivery is expected within 9 months after the receipt of order. The unit to be replaced is a 2008 Pierce PUC/Arrow XT Pumper truck (Unit No. 6300-27 (#E504). The Vehicle Equipment Replacement Committee recommended replacing this unit based on excessive maintenance issues. These issues and others create significant unit down time.

The Town of Flower Mound and H-GAC entered into an interlocal agreement, effective March 7, 1990, which allows our local government to purchase certain goods or services through H-GAC. The agreement renews automatically each fiscal year, unless cancelled by either party.

FISCAL IMPACT: \$588,841.00

Proposed Expenditure:	Account Number(s):
\$588,841.00	565-450-84500-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Proposal from Siddons-Martin Emergency Group

RECOMMENDATION: Move to approve the purchase of one 2017 Pierce Velocity PUC Pumper truck for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$588,841; and authorization for the Mayor to execute same.



3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

August 8, 2016

Eric Greaser, Chief
Flower Mound Fire Department
3838 Forums Dr
Flower Mound TX 75028

Proposal for 2017 PUC Pumper #2

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Flower Mound Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Flower Mound Fire Department and training on operation and use of the apparatus.

Description	Amount
300205-604 Velocity PUC pumper (E504) Pierce, Velocity, Pumper, PUC, ISL9 450, 750 gal, PUC 1500 Price guaranteed for 60 days. Delivery within 7.5-8.5 months of order date. A warranty term of 12 months is included. Final inspection only. Prebuild at customer location.	
	Vehicle Price \$ 739,799.00
	Preferred customer (\$ 2,600.00)
Chassis Prepay Discount (\$ 10,231.00). \$ 341,052.00 due with order.	Prepay Discount (\$ 10,231.00)
Full Prepay Discount (\$ 15,507.00). Total amount due with order.	Prepay Discount (\$ 15,507.00)
	Trade-In (\$ 124,620.00)
	SUB TOTAL \$ 586,841.00
	H-GAC FS12-15 \$ 2,000.00
	TOTAL \$ 588,841.00

Additional. Vehicle being traded in FM-E504, top mount PUC pumper. Customer shall maintain regular maintenance and service until vehicle is traded at time of delivery of new pumper. Any damage shall be subject to inspection and repair at the customers expense prior to trade or cash settlement agreed to by both parties.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

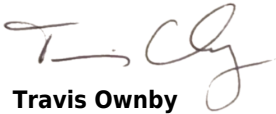
Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Travis Ownby

Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of Flower Mound Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: October 3, 2016

FROM: Eric Greaser, Fire Chief 

ITEM: Consider approval of an agreement with Denton County Emergency Services District No. 1 to provide fire suppression and emergency medical services to citizens located in designated areas of the Town of Northlake and other designated areas of Denton County, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Denton County Emergency Services District (ESD) No. 1 is responsible for providing fire, rescue, and emergency medical services to all areas that receive tax funding. Designated areas of the Town of Northlake located within Canyon Falls, as well as designated areas in Denton County, are currently being serviced by The City of Roanoke to the ESD under contract.

Now that Flower Mound is in service with the most western fire engine at Station 6, it is responsible to coordinate emergency service contracts and associated response maps to prevent a responding agency from passing another fire station while responding to a call for service. This coordination also helps to ensure that long mutual aid responses are less frequently needed due to neighbors pulled from their districts.

Due to the large coverage area of the Town of Northlake and the limited capacity of the ESD, contractual services have been used to ensure emergency response. The City of Roanoke has contracted with the ESD to provide services and will continue in areas that are known to be closer to their fire station.

The ESD agrees to pay the Town of Flower Mound an annual contract rate of \$53,084.00 based on the Denton County tax records for the designated areas and allow the Town of Flower Mound to bill the EMS transports from the designated areas. With fifteen EMS transports estimated per year at approximately \$1,200.00 per transport, that would generate \$18,000.00 in additional revenue annually for the Town of Flower Mound.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$ 71,084.00

Proposed Revenue:	Account Number(s):
\$ 53,084.00	100-4605
\$ 18,000.00	100-4605

Finance Review by: Debra Wallace, Deputy Town Manager/CFO 

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

ATTACHMENTS:

1. Automatic Aid Agreement with Denton County Emergency Services District No. 1
2. Denton County tax report for the designated areas in Town of North Lake
3. Denton County tax report for the designated areas in Denton County

RECOMMENDATION: Move to approve an agreement with Denton County Emergency Services District No. 1 to provide fire suppression and emergency medical services to citizens located in designated areas of the Town of Northlake and other designated areas of Denton County, and authorize the Mayor to execute same on behalf of the Town.

**AUTOMATIC AID AGREEMENT BETWEEN
DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND THE TOWN OF
FLOWER MOUND FOR FIRE AND EMERGENCY MEDICAL SERVICES**

This Automatic Aid Agreement (“Agreement”) is made and entered into by and between the DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1, a political subdivision of the State of Texas (“DISTRICT”), and the TOWN OF FLOWER MOUND, TEXAS, a home-rule municipal corporation formed and operating under the laws of the State of Texas (“TOWN”), for the purpose of providing fire protection and suppression services, emergency rescue services, EMS first responder services, emergency medical ambulance transport services, and other emergency and non-emergency responses to the residents and businesses located in the Designated Areas in the DISTRICT on an automatic aid basis. This Agreement provides for the automatic provision of Fire Services and EMS Services by the TOWN to the Designated Areas.

WITNESSETH:

WHEREAS, the DISTRICT is an emergency services district created and operating under Chapter 775, Texas Health and Safety Code, and Article III, Section 48-e, Texas Constitution, which provides fire protection and other emergency services to the residents and businesses within the DISTRICT as allowed by law; and

WHEREAS, Texas Health and Safety Code §775.031(a)(9), *et seq.*, authorizes the DISTRICT to enter into contracts with other entities for making emergency services available to the DISTRICT; and

WHEREAS, the Board of Emergency Services Commissioners of the DISTRICT desires to enter into an automatic aid contract with the TOWN to provide Fire Services and EMS Services to the residents and businesses located in the DISTRICT.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide Fire Services and EMS Services to the residents and businesses that are located in the Designated Areas, which are located within the Denton County Emergency Services District No. 1, more particularly described on Exhibit “A”, which exhibit is attached hereto and included herein for the purpose of establishing the “Designated Areas.”

ARTICLE II. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

DESIGNATED AREAS: The areas depicted outlined in blue on the map attached hereto as Exhibit “A”.

EMERGENCY MEDICAL SERVICES PERSONNEL: A person, at least eighteen (18) years of age, who meets the minimum standards for training and education and is certified as an emergency medical technician or higher by the Texas Department of State Health Services, and is an employee of the TOWN whose job is to perform EMS Services.

EMS EQUIPMENT: Ambulances and other equipment or personal property used by the TOWN for the provision of EMS Services hereunder.

EMS SERVICES: All pre-hospital Emergency Medical Services, including but not limited to, first responder emergency medical services at a minimum level of Basic Life Support, and EMS ambulance transport services at a minimum level of a Mobile Intensive Care Unit (“MICU”) as those terms are defined by applicable Texas laws, rules, and regulations.

FIRE OR EMS ALARM: Any request for emergency or non-emergency Fire Services or EMS Services.

FIRE SERVICES: Fire protection, fire suppression, fire prevention education, hazardous materials control and abatement, emergency rescue, and other emergency and non-emergency services to the public as necessary.

FIREFIGHTER: A person, at least eighteen (18) years of age, who meets the minimum standards for training and education set forth by the Texas Commission on Fire Protection Standards, is certified as an emergency medical technician or higher by the Texas Department of State Health Services and is an employee of the TOWN whose job is to perform Fire Services.

FIREFIGHTING EQUIPMENT: The vehicles and protective clothing designed and used in fire suppression activities to be provided under this Agreement. This includes fire suppression vehicles and all related materials normally carried on or utilized by these vehicles, including, but not limited to hoses, wrenches, generators, exhaust fans, nozzles, ladders rescue saws, pneumatic and hydraulic tools, and self-contained breathing apparatus. Protective clothing includes boots, helmets, gloves, turn-out jackets and pants, hazardous materials suits and similar personal protective equipment.

ARTICLE III. TERM

The term of this Agreement begins October 1, 2016 at 12:01 am and ends at midnight, September 30, 2017.

ARTICLE IV. OBLIGATIONS OF THE TOWN

In consideration for the funding provided by the DISTRICT, the TOWN shall provide Fire Services and EMS Services to the Designated Areas in the DISTRICT as if the Designated Areas were a part of the TOWN's service area in Denton County, Texas. The TOWN shall follow the same response protocols and assign the same priority to calls in the Designated Areas as the Town follows and assigns to calls in the TOWN's corporate limits. The TOWN's provision of Fire Services and EMS Services to the Designated Areas under this Agreement shall be similar to the service provided by the TOWN within the TOWN's corporate limits, with the understanding that the results or outcomes achieved by the provision of the services cannot be, and are not, guaranteed to be the same or similar. The TOWN agrees to perform, at a minimum, the following services and comply with the following conditions for the benefit of those persons residing in the Designated Areas:

- A. The TOWN will provide the Fire Service and EMS Services to the Designated Areas in accordance with the terms of this Agreement.
- B. The TOWN will comply with all applicable laws, rules, or regulations when providing Fire Services and EMS Services under this Agreement.
- C. The TOWN will monitor the Fire and EMS Alarm or alert system and radio system on a twenty four (24) hour per day, seven (7) day per week basis.
- D. The TOWN will respond to emergency and non-emergency calls for Fire Services and EMS Services within the Designated Areas on a twenty-four (24) hour per day, seven (7) day per week basis.
- E. The TOWN will respond to emergency and non-emergency calls for Fire Services and EMS Services when dispatched in the Designated Areas on the same priority as provided to the residents and businesses of the TOWN.
- F. The TOWN will follow the National Incident Management System (NIMS), as promulgated by the U.S. Department of Homeland Security, when responding to emergency calls in the Designated Areas requiring the use of the TOWN's equipment or personnel.

- G. The TOWN will strive to have an average response time of twelve (12) minutes or less for eighty-five percent of the emergency calls to which the TOWN is dispatched in the Designated Areas.
- H. The TOWN will provide all personnel, equipment, and vehicles necessary to provide Fire Services and EMS Services under in this Agreement. The DISTRICT is under no obligation to provide any personnel, equipment, or vehicles to the TOWN, and the DISTRICT shall not accrue any equity or ownership in any personnel, equipment, or vehicles provided, owned, or used by the TOWN to provide Fire Services and EMS Services under this Agreement. The TOWN will be responsible for the registration, licensing, inspection, repair, maintenance, and operation of all equipment owned by the TOWN.
- I. The TOWN has executed a Mutual Aid Agreement with the State of Texas and on file with the North Central Texas Council of Governments. It is understood and agreed by the TOWN that the TOWN will be providing services to the DISTRICT in conjunction with the Argyle Volunteer Fire District, Roanoke Fire Department and the Justin Community Volunteer Fire Department, Inc.
- J. The TOWN will maintain, as required by applicable law, appropriate records of each emergency and non-emergency response provided to the Designated Areas.
- K. The TOWN will maintain insurance coverage or financial responsibility in the amounts the TOWN deems appropriate to account for the risks associated with performing the Fire Services and EMS Services under this Agreement.
- L. The TOWN will provide similar fire prevention program opportunities to the middle school located within the Designated Area as provided by the TOWN within the TOWN's corporate limits.

ARTICLE V. OBLIGATIONS OF DISTRICT

- A. In consideration for the Fire Services and EMS Services to be provided by the TOWN under this Agreement, the DISTRICT, being a duly created political subdivision of the State of Texas located in Denton County, Texas, agrees to pay the TOWN FIFTY-THREE THOUSAND EIGHTY-FOUR AND NO/100 DOLLARS (\$53,084.00), as available and as approved and appropriated by the DISTRICT's Commissioners from the DISTRICT's tax revenues, for the provision of Fire Services and EMS Services by the TOWN to the Designated Areas.
- B. The DISTRICT shall make the payment described in subsection A in three installments of SEVENTEEN THOUSAND SIX HUNDRED NINETY-FOUR & 67/100 DOLLARS

(\$17,694.67) each. The DISTRICT shall pay the first installment on or before December 31, 2016, the second installment on or before February 1, 2017, and the third installment on or before April 1, 2017. The TOWN agrees to invoice the DISTRICT not earlier than thirty (30) days and not later than fifteen (15) days before each installment is due.

- C. Not less than sixty (60) days before the expiration of the term of this Agreement, the TOWN and the DISTRICT will meet to discuss the Designated Areas and the services to be provided for the following year and to prepare an anticipated budget for the provision of Fire Services and EMS Services to the Designated Areas for the following fiscal year.
- D. The DISTRICT, in making payments hereunder for governmental functions or services, shall make payments from current revenues available to the DISTRICT.
- E. It is understood and agreed that the funding for the term set forth above has been approved and appropriated by the DISTRICT but that the DISTRICT'S obligation under this Section is contingent upon actual receipt by the DISTRICT of tax funds from the Denton County tax office, which performs the service of collection of taxes for the DISTRICT.
- F. It is further understood and agreed that the TOWN'S obligation to perform Fire Services and EMS Services under this Agreement is contingent upon the actual receipt of the payments described in subparagraphs A and B above.

ARTICLE VI. LIABILITY

- A. Pursuant to Texas Government Code section 791.006(a), the parties to this interlocal Agreement hereby assign liability for any civil liability that arises from the furnishing of services under this Agreement as follows:

To the extent that immunity from suit is waived by the Texas Tort Claims Act, the governmental unit that would have been responsible for furnishing the services in the absence of this Agreement is responsible for any civil liability that arises from the furnishing of those services. However, each party shall be solely responsible for any and all benefits applicable to its own employees, including but not limited to wage, salary, pension, worker's compensation, disability, and medical expenses.

The assignment of liability provided by this Agreement is intended to be the same as the liability assigned under Texas Government Code section 791.006(a) which provides that the governmental unit that would have been responsible for furnishing the services in the absence of the Agreement is responsible for any civil liability that arises from the furnishing of those services.

- B. The District agrees to waive rights of subrogation against the TOWN, its agents, servants, successors, officers and employees, for any loss or damages to persons or property or claims or causes of action resulting from or caused by the rendering of services under the terms of this Agreement.

ARTICLE VII. AMENDMENT

No amendment, modification, or alternation of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties to this Agreement.

ARTICLE VIII. MISCELLANEOUS

- A. Either party to this Agreement may terminate this Agreement at any time by giving sixty (60) days advance notice of the termination to the other party in writing. The notice under this provision must be given in accordance with paragraph I of this article.
- B. This Agreement is executed in Denton County, Texas, and venue over any action relating to any provision of this Agreement shall be exclusively in Denton County, Texas. This Agreement shall be governed by the laws of the State of Texas.
- C. In an action brought to enforce any provision of this Agreement, the non-prevailing party shall pay the reasonable attorney's fees, expenses and costs of the prevailing party.
- D. The persons signing this Agreement warrant that they are authorized to enter into this Agreement on behalf of the respective entities that they represent and to bind those entities to the provisions of this Agreement.
- E. This Agreement contains the entire agreement between the parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both parties.
- F. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.
- G. In the event that any one or more of the provisions contained in the Agreement shall be held to be invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision did not exist.

- H. The governing body of each party to this Agreement shall authorize entry by such party into this Agreement.
- I. Any notices under this Agreement, excluding reporting requirements by the parties, shall be sent by certified mail, return receipt requested, or by personal delivery addressed to the appropriate party at the following addresses:

If to the DISTRICT: President
 Denton County Emergency Services District No. 1
 511 S. Gibbons Rd
 Argyle, Texas 76226

With a copy to: Secretary
 Denton County Emergency Services District No. 1
 511 S. Gibbons Road
 Argyle, Texas 76226

If to the TOWN: Thomas E. Hayden
 Mayor
 2121 Cross Timbers Road
 Flower Mound, TX 75028

With a copy to: Theresa Scott
 Town Secretary
 2121 Cross Timbers Road
 Flower Mound, TX 75028

 Eric V. Greaser
 Fire Chief
 Flower Mound Fire Department
 3911 S. Broadway Ave.
 Flower Mound, TX 75028

Notices shall be effective upon the third day after mailing or, if delivered in person, upon receipt.

- J. It is expressly understood and agreed that by entering into this Agreement neither the DISTRICT nor the TOWN waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to either party arising from or related to the activities performed under this Agreement.

This Agreement is executed and signed on this the ____ day of _____, 2016

**DENTON COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

TOWN OF FLOWER MOUND

Jim Carter, Board President

Thomas E. Hayden, Mayor

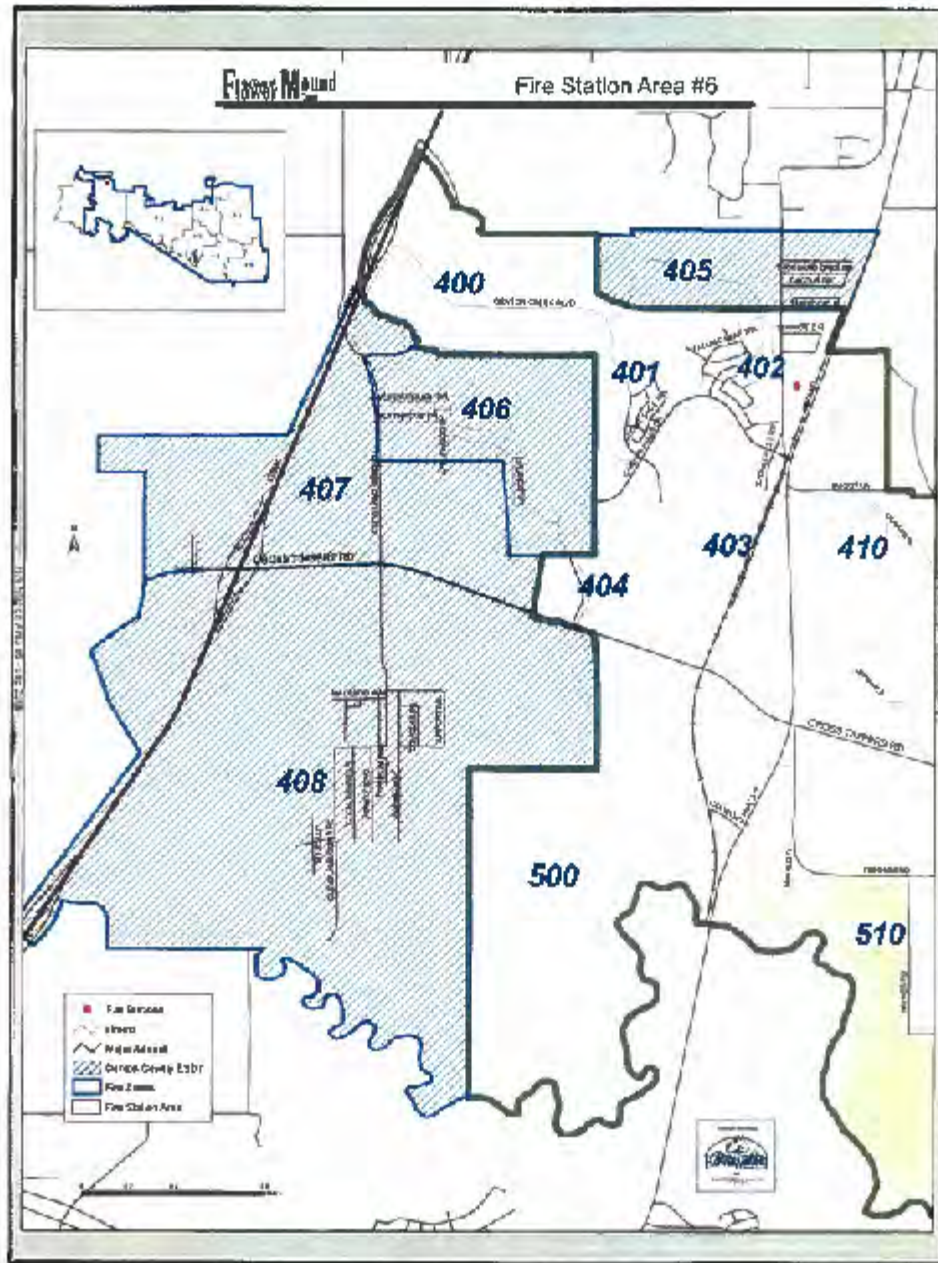
Attest:

Attest:

Steve Harris, Board Secretary

Theresa Scott, Town Secretary

EXHIBIT "A"



DENTON COUNTY TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

FILE_AS_ADDR_LINE1	ZIP	LEGAL_DESC	TAXABLE_VA	SITUS
COOK, CHARLES E & DEB		76262 A0358A A.V. DUNHAM, TR 2, 66.529 ACRES, (NORTHLAKE CITY)	66,529	
KELLY, THOMAS L & THE		76262 A0358A A.V. DUNHAM, TR 2, 8.606 ACRES, (OUTSIDE CITY) OLD DCAD TR #1	20,910	12375 CLEVELAND GIBBS RD
HICKS, EVA E		76262 A0501A A. M. GAULTNEY, TR 1, 99.891 ACRES, OLD DCAD TR 1	25,935	
BAKER, JORENE		76262 A0501A A. M. GAULTNEY, TR 10, 1.0 ACRES	55,760	12069 JOYCE LN
HURLEY, LORAND R		76262 A0501A A. M. GAULTNEY, TR 13, 1.39 ACRES, OLD DCAD TR 2G	68,819	JOYCE LN
LEWIS, BRENDA		76121 A0501A A. M. GAULTNEY, TR 14, 1.172 ACRES, SN#1 GDVKMS22794374A, SN#2 GDVKMS22794374B	0	12013 JOYCE LN
HARJO, SUNDEA W/LIFE		76262 A0501A A. M. GAULTNEY, TR 15, .9617 ACRES, OLD DCAD TR 2(11)	44,349	700 EDNA ST
SALINAS, GUADALUPE		76262 A0501A A. M. GAULTNEY, TR 16, .97 ACRES, OLD DCAD TR 2(10)	58,540	EDNA ST
MCCARTY, FRED D, JR		76262 A0501A A. M. GAULTNEY, TR 17, .747 ACRES, OLD DCAD TR 2(15)	29,880	JOYCE LN
NIELSEN, KATHARINE M		76262 A0501A A. M. GAULTNEY, TR 18, .756 ACRES, OLD DCAD TR 2(11A)	43,434	EDNA ST
DAUM PLUMBING CO		75234 A0501A A. M. GAULTNEY, TR 19, .708 ACRES, OLD DCAD TR 2(16)	60,860	11969 JOYCE LN
REDI-MIX #135		76040 A0501A A. M. GAULTNEY, TR 2, 1.482 ACRES	96	
TRINITY RIVER AUTHORITY		76004 A0501A A. M. GAULTNEY, TR 20, .984 ACRES, OLD DCAD TR 2(14)	39,964	11951 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 21, .953 ACRES	56,749	11939 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 22, 0.897 ACRES, SN#1 12516929A, SN#2 12516929B	8,181	11929 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 23, .839 ACRES, OLD DCAD TR 2(19)	53,429	11917 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 25, 1.576 ACRES, OLD DCAD TR 2B SN#1 TXFLOK1AG180311927	12,072	11909 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 26, .592 ACRES, OLD DCAD TR 2E	28,107	11903 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 27,28, 1.148 ACRES, OLD DCAD TR 2C,2D	45,920	11908 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 29, .574 ACRES, OLD DCAD TR 2(23)	57,929	11926 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 30, .574 ACRES, OLD DCAD TR 2(26)	22,960	11936 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 31,32, 1.15 ACRES, OLD DCAD TR 2(12),2(13)	50,462	11952 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 33, .574 ACRES, OLD DCAD TR 2(20)	22,960	JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 34, .809 ACRES	43,760	11986 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 35,36, 1.3454 ACRES, OLD DCAD TR 2(6),2(7),2(8)	0	12016 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 37, .574 ACRES, PT OF OLD DCAD TR 2(6),2(7),2(8)	36,603	12048 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 38, .574 ACRES, OLD DCAD TR 2(9)	52,278	12058 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 39, .508 ACRES, OLD DCAD TR 2(29B)	56,051	12076 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 4, .24 ACRES	22	
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 40, .5 ACRES, SN#1 CW2002458TXA	43,157	12084 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 41, .5 ACRES, SN#1 2845B480549960	0	12094 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 42, 5.118 ACRES, OLD DCAD TR 2(29)	10,931	11960 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 43, .5 ACRES	20,000	CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 44, .5 ACRES, OLD DCAD TR 2(30B)	20,000	12016 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 45, .5 ACRES	20,000	12040 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 46, .5 ACRES, SN#1 KBXTXSN080434	0	12052 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 47, .5 ACRES	60,436	12072 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 48, .5 ACRES	27,672	12090 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 49, 1.0 ACRES, OLD DCAD TR 2(29A)	59,931	12104 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 5, 4.0 ACRES	360	
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 50, .703 ACRES, OLD DCAD TR 2(5)	18,278	12116 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 51, .696 ACRES	36,147	12136 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 52,53, 1.594 ACRES, OLD DCAD TR 2(2),2(3)	66,097	6014 EDNA ST
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 54, .944 ACRES, OLD DCAD TR 2(31)	9,260	12216 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 55, .646 ACRES, OLD DCAD TR 2(30) SN#1 PH056504A, SN#2 PH056504E	41,939	12240 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 56, .641 ACRES, OLD DCAD TR 2(18)	29,659	12258 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 57, .637 ACRES, OLD DCAD TR 2(17)	68,894	12278 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 58, .632 ACRES, OLD DCAD TR 2(27)	0	12294 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 59, .63 ACRES, OLD DCAD TR 2(33) SN#1 75330583	33,738	12300 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 6, 2.496 ACRES, OLD DCAD TR 2(29H)	53,309	11960 CLEVELAND GIBBS ST
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 60, .623 ACRES, OLD DCAD TR 2(28)	9,045	12324 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 61, .618 ACRES, OLD DCAD TR 2(32)	33,489	12350 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 62,63, 1.219 ACRES, OLD DCAD TR 2(21),2(22)	59,347	12374 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 7, .677 ACRES, OLD DCAD TR 2(29F)	29,788	JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 8, .719 ACRES, SN#1 208719S8517	0	12093 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0501A A. M. GAULTNEY, TR 9, .821 ACRES, SN#1 OC0384484A, SN#2 OC0384484B	47,391	12081 JOYCE LN
TEXAS AIR CLASSICS INC		76262 A0701A JOHN KENNEDY, TR 1 & 2, 72.21 ACRES, OLD DCAD #2	50,281	
TEXAS AIR CLASSICS INC		76262 A0701A JOHN KENNEDY, TR 3 & 4, 14.7 ACRES	809	12375 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1(PT), 77.8161 ACRES, (NWISD)(CITY OF NORTHLAKE)	12,762	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1, 10.8693 ACRES, (ARGYLE ISD)(CITY OF NORTHLAKE)	0 TAX EXEMPT	
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1A(2), 7.336 ACRES, (ARGYLE ISD)(CITY OF NORTHLAKE)	150,388	
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1A, 0.009 ACRES, (METER STATION 5.0GB)	0	
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1A, 116.3329 ACRES, (ARGYLE ISD)(CITY OF NORTHLAKE)	0	TAX EXEMPT
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1B, 0.1150 ACRES, (NWISD)(CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1C, 0.1150 ACRES, (NWISD)(CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1D, 0.1150 ACRES, (NWISD) (CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1E, 0.1150 ACRES, (NWISD) (CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1F, 0.1150 ACRES, (NWISD)(CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 1G, 10.284 ACRES, (NWISD)(CITY OF NORTHLAKE)	0	
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 2(PT), 2.9999 ACRES, (ARGYLE ISD)(CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0728A WM LOVE, TR 2(PT), 7.2813 ACRES, (NWISD)(CITY OF NORTHLAKE)	0	W FM 1171
TEXAS AIR CLASSICS INC		76262 A0858A J.C. MEYERS, TR 3, 11.95 ACRES, OLD DCAD TR #2	19,530	
TEXAS AIR CLASSICS INC		76262 A0890A WM MURRY, TR 1 & 2, 28.79 ACRES	2,591	
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 1, 33.6969 ACRES, OLD DCAD TR #2 SN#1 TXFLX12A33262FD12, SN#1 123256	6,908	9804 & 9808 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 11, .852 ACRES, OLD DCAD TR #8	89	
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 1A, 35.947 ACRES	7,369	
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 2, 29.62 ACRES, OLD DCAD TR #1	4,975	
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 3, 34.133 ACRES, OLD DCAD TR #3	2,219	CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 4, 3.0 ACRES, OLD DCAD TR #4	2,458	16921 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC		76262 A0913A MEP & PRR, TR 5,6, 21.06 ACRES, OLD DCAD TR #4A	4,317	

DENTON COUNTY TAX MAP REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 5A, 2.0 ACRES	410 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 5B,6B, 1.7934 ACRES	368
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 6A, 1.7934 ACRES	368
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 6C, 1.7934 ACRES	368
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 6D, 3.19 ACRES	1,756 10391 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 8, 7.156 ACRES	1,499
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 8A, 5.9229 ACRES	1,806
TEXAS AIR CLASSICS INC	76262 A0913A MEP & PRR, TR 9(PT),10(PT), 295.5197 ACRES, OLD DCAD TR #1,5,6,7	148,737 12699 FM 1171
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 1, .142 ACRES, OLD DCAD TR #91	10,908 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 10, .1877 ACRES, OLD DCAD TR #1A, HANGAR #9	13,663 142 BOEING WAY
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 100, 1.072 ACRES, OLD DCAD TR #59	22,834 12115 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 101, .9 ACRES, OLD DCAD TR #60	43,949 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 102, .874 ACRES, SN#1 HIO5265A	36,000 12219 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 104, .1005 ACRES	0 11695 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 12, .15 ACRES, OLD DCAD TR #88	12,647 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 13, .152 ACRES, OLD DCAD TR #76	12,700 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 14, .17 ACRES, OLD DCAD TR #84	65,853 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 15, .18 ACRES, OLD DCAD TR #85	13,681 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 16, .181 ACRES, OLD DCAD TR #86	137,509 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 17, .1828 ACRES, OLD DCAD TR #93	146,226 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 18, .1828 ACRES, OLD DCAD TR #95	154,464 124 BOEING WAY
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 19, .202 ACRES, OLD DCAD TR #2F	151,242 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 2, .143 ACRES, OLD DCAD TR #92	54,674 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 21, .2134 ACRES, OLD DCAD TR #89	191,410 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23, 6.0798 ACRES, OLD DCAD TR #67,75,80	30,042
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23A, .334 ACRES, OLD DCAD TR #2B	156,603 24 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23C, .204 ACRES, OLD DCAD TR #2D	155,024 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23D, .203 ACRES	154,766 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23E(1), .233 ACRES	30,468
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23E, .027 ACRES	9
BLOM, DAVID R	75078 A1128A G RAMSDALE, TR 23F, .2052 ACRES	152,343 116 BOEING WAY
ARNOLD, AMBER L	75002 A1128A G RAMSDALE, TR 23G, .2062 ACRES	157,000
MAZZA, KRISTEN A	75025 A1128A G RAMSDALE, TR 23(1), .21 ACRES	11,033 106 BOEING WAY
TOLEDO, VICTOR	75225 A1128A G RAMSDALE, TR 23I, 3.0815 ACRES	13,423
BELL, JAMES R	75287 A1128A G RAMSDALE, TR 23J, .2091 ACRES	54,642
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 23K, 10.008 ACRES	3,270 RUNWAY & TAXIWAY
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 24, 2.947 ACRES, OLD DCAD TR #69	963
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 25, .27 ACRES, OLD DCAD TR #68	12,349
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 26, 2.96 ACRES, OLD DCAD TR #3	491,007
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 27, .986 ACRES, OLD DCAD TR #72	322
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 28, .15 ACRES, OLD DCAD TR #82	243,232 11471 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 3, .135 ACRES, OLD DCAD TR #79	10,725 HANGER
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 30, .31 ACRES, OLD DCAD TR #67A	337,000 1528 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 31 & 34C, .17 ACRES	9,299
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 32 & 33, .15 ACRES, OLD DCAD TR #73 & 83	12,300
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 34A, .1004 ACRES	229,000 11505 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 34B, .0502 ACRES	13,116
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 38(C), .27 ACRES	707,472 11679 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 38, .21 ACRES	24,270
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 38A, .3269 ACRES, OLD DCAD TR #94	350,000 11699 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 38B, .164 ACRES, OLD DCAD TR #71	267,306 11675 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 38D(1), ACRES .203	17,500
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 38D, ACRES .187	17,512 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 40, .2972 ACRES, OLD DCAD TR #55B	38,838 11695 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 41A, 1.0 ACRES, OLD DCAD TR #56A	60,500 11690 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 43, .626 ACRES, OLD DCAD TR #46A(1)	13,000 11544 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 44, .618 ACRES, OLD DCAD TR #46	245,945 11530 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 44A, .63 ACRES	25,200 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 45 & 46, 1.0 ACRES, OLD DCAD TR #36 & 43	137,775 11470 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 47,48,49, 1.508 ACRES, SN#1 PH229768	62,904 1608 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 50 & 51, 1.0076 ACRES, OLD DCAD TR #19 & 20	60,960 11398 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 52, .504 ACRES, SN#1 HCTXSN6459A, SN#2 HCTXSN6459B	43,103 11354 AIRWAY BLVD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 58,59, 1.005 ACRES, OLD DCAD TR #18 SN#1 OC05903316A, SN#2 OC05903	3,702 11389 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 60, .502 ACRES, OLD DCAD TR #26	20,080 11421 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 61, .502 ACRES, OLD DCAD TR #29	20,080
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 62, .501 ACRES, OLD DCAD TR #34	44,880 11455 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 63 & 64, .998 ACRES, OLD DCAD TR #37 & 42 SN#1 1078470533778	0 11501 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 65, .63 ACRES, OLD DCAD TR #46A	155,000 11537 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 66, .9978 ACRES, OLD DCAD TR #52	688,192
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 67, 1.31 ACRES, SN#1 0076A, SN#2 0076B	69,151 11635 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 68, 1. ACRES	65,340 11677 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 69, .942 ACRES, SN#1 C1TXRT020643	0 11703 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 71, 1.433 ACRES, OLD DCAD TR #62	7,821 11682 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 71A, .434 ACRES	65,000 11654 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 72, .81 ACRES	38,709 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 73, 0.82 ACRES, OLD DCAD TR #58	36,770 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 74 & 75, .998 ACRES, OLD DCAD TR #50 & 51	8,835 11560 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 76B, .55 ACRES	265,004 11983 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 77, .628 ACRES	33,163 11522 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 78 & 79, 1.0 ACRES, OLD DCAD TR #38 & 41	40,000
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 80, .5 ACRES, SN#1 KBTXSN2881258	0 11452 COCKLEBURR RD

DENTON COUNTY TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 81, 0.497 ACRES, OLD DCAD TR #25 & 30	10,824	11420 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 82, 0.503 ACRES	145,416	11414 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 83, .504 ACRES	20,160	11388 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 84, .505 ACRES, OLD DCAD TR #17	0	11370 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 85, .506 ACRES	50,219	11350 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 86, .506 ACRES, SN#1 GDVKMS239825631A, SN#2 GDVKMS239825631B	47,959	11330 COCKLEBURR RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 9, .168 ACRES, OLD DCAD TR #1C, HANGAR #8	13,118	144 BOEING WAY
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 91, .441 ACRES, OLD DCAD TR #16	11,925	11847 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 92, .441 ACRES, OLD DCAD TR #23	61,052	11871 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 93, .442 ACRES, OLD DCAD TR #24 SN#1 TX31767111A, SN#2 TX31767111B	35,833	11899 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 94, .442 ACRES, OLD DCAD TR #31	30,895	CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 95, .442 ACRES, OLD DCAD TR #32	23,537	CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 96, .442 ACRES, OLD DCAD TR #39	23,537	CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1128A G RAMSDALE, TR 97, .44 ACRES, OLD DCAD TR #40	185,000	11975 CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1177A A.P. SHAMBLIN, TR 2, 14.5294 ACRES, (NORTHLAKE CITY)	14,529	
TEXAS AIR CLASSICS INC	76262 A1177A A.P. SHAMBLIN, TR 3, 4.2 ACRES	231	
TEXAS AIR CLASSICS INC	76262 A1244A F. THORNTON, TR 48(NORTHLAKE), 28.3567 ACRES	1,843	I35/CLEVELAND GIBBS RD
TEXAS AIR CLASSICS INC	76262 A1397A J. WHITE, TR 1, 108.35 ACRES, OLD DCAD TR 2	163,000	13737 FM 1171
TEXAS AIR CLASSICS INC	76262 A1397A J. WHITE, TR 2, 4.0 ACRES, OLD DCAD TR 1	6,400	
TEXAS AIR CLASSICS INC	76262 A1397A J. WHITE, TR 3, 1.808 ACRES, OLD DCAD TR 4, Undivided Interest 50.0000000000%	59	
TEXAS AIR CLASSICS INC	76262 A1397A J. WHITE, TR 6 & 7, 10.6 ACRES	7,666	I35W
TEXAS AIR CLASSICS INC	76262 A1397A J. WHITE, TR 8, 1.549 ACRES	139	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 1(PT), 70.4387 ACRES	38,261	I35W
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 100, .024 ACRES, OLD DCAD TR 83 SHT 1 (SEE INTEREST ACCT R157035)	2,734	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 101, .024 ACRES, OLD DCAD TR 84 SHT 1 (SEE INTEREST ACCT R157036)	2,734	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 102, .024 ACRES, OLD DCAD TR 85 SHT 1 (SEE INTEREST ACCT R157037)	2,734	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 103, .024 ACRES, OLD DCAD TR 87, (SEE INTEREST ACCT R157038)	2,734	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 104, .024 ACRES, OLD DCAD TR 86, SHT 1(SEE INTEREST ACCT R157039)	2,734	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 107, .029 ACRES	442	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 108,109,123, .064 ACRES, OLD DCAD TR 154 SHT 1 (SEE INTEREST ACCT R157040)	57,504	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 11, 4.67 ACRES, OLD DCAD TR 152 SHT 1	10,171	
DENTON 150 LLC	76262 A1420A FM WOODWARD, TR 110, .024 ACRES, OLD DCAD TR 74 SHT 1 (SEE INTEREST ACCT R157047)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 111, .024 ACRES, OLD DCAD TR 75 SHT 1 (SEE INTEREST ACCT R157049)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 112, .024 ACRES, OLD DCAD TR #72, SHT 1	44,000	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 115, .024 ACRES, OLD DCAD TR 79 SHT 1 (SEE INTEREST ACCT R157058)	43,000	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 116,117, .036 ACRES, OLD DCAD TR 69 SHT 1 (SEE INTEREST ACCT R157060)	67,454	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 118, .024 ACRES, OLD DCAD TR 70 SHT 1 (SEE INTEREST ACCT R157063)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 119, .024 ACRES, OLD DCAD TR71 SHT 1 (SEE INTEREST ACCT R157065)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 12, 5.7 ACRES	1,862	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 120, .024 ACRES, OLD DCAD TR #76, SHT 1	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 121, .024 ACRES, OLD DCAD TR 73 SHT 1 (SEE INTEREST ACCT R157067)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 125, .21 ACRES	270,272	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 126, .21 ACRES, OLD DCAD TR 66 SHT 1	27,444	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 127, .36 ACRES, OLD DCAD TR 67 SHT 1	204,753	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 127A, .09 ACRES, OLD DCAD TR 144 SHT 1	196	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 128, .06 ACRES, OLD DCAD TR 59 TR 1	261	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 13, .293 ACRES, OLD DCAD TR 166 SHT 1	76,578	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 130, .081 ACRES, OLD DCAD TR 177 SHT 1	9,199	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 131, .082 ACRES, OLD DCAD TR 61A SHT 1	46,127	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 132, .0748 ACRES, OLD DCAD TR 61 SHT 1	9,137	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 133, .075 ACRES, OLD DCAD TR 62 SHT 1	10,480	600 DOUGLAS DR
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 134, .06 ACRES, OLD DCAD TR 63 SHT 1	131	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 137,138,156, .067 ACRES, OLD DCAD TR 50 SHT 1 (SEE INTEREST ACCT R157070)	66,650	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 14, 0.552 ACRES, OLD DCAD TR 150 SHT 1	353,298	1100 BOEING WAY
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 143, .024 ACRES, OLD DCAD TR 55 SHT 1 (SEE INTEREST ACCT R157074)	22,478	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 145-149,167, .1 ACRES	54,245	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 15, .577 ACRES, OLD DCAD TR 178 SHT 1	25,134	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 152, .024 ACRES, OLD DCAD TR 45,46 SHT 1 (SEE INTEREST ACCT R157077)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 155, .03 ACRES, OLD DCAD TR 49 SHT 1 (SEE INTEREST ACCT R157081)	45,000	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 158,159,160, .067 ACRES, OLD DCAD TR 35 SHT 1 (SEE INTEREST ACCT R157084)	8,771	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 163, .024 ACRES, OLD DCAD TR 38 SHT 1 (SEE INTEREST ACCT R157085)	43,000	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 165, .024 ACRES, OLD DCAD TR 40 SHT 1 (SEE INTEREST ACCT R157087)	4,955	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 166,168,169, .05 ACRES, OLD DCAD TR41 SHT 1 (SEE INTEREST ACCT R157089)	61,950	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 16A, .26 ACRES	2,831	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 170,171,172,173, .071 ACRES, OLD DCAD TR 28 SHT 1 (SEE INTEREST ACCT R157092)	45,165	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 18, .261 ACRES, OLD DCAD TR 148 SHT 1	13,500	1006 DOUGLAS DR
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 180, .684 ACRES, OLD DCAD TR 27 SHT 1	29,795	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 181, .282 ACRES, OLD DCAD TR 26 SHT 1	12,284	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 182, .206 ACRES, OLD DCAD TR 25 SHT 1	8,973	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 183, .205 ACRES, OLD DCAD TR 24 SHT 1	8,930	
NELSON, DIANNA	76230 A1420A FM WOODWARD, TR 184, .204 ACRES, OLD DCAD TR 23 SHT 1	15,000	
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 185, 1.123 ACRES, OLD DCAD TR 22 SHT 1	8,688	CLEVELAND GIBBS RD
LA ESTANCIA INVESTMEI	75024 A1420A FM WOODWARD, TR 186, .387 ACRES, OLD DCAD TR 21 SHT 1	202,638	5230 KELLY DR
WON CHANG, INC	76013 A1420A FM WOODWARD, TR 187, .72 ACRES, OLD DCAD TR 20 SHT 1	0	TAX EXEMPT
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 188, ACRES .1484	2,020	
NELSON, DIANNA	76230 A1420A FM WOODWARD, TR 188A(1), ACRES .141	8,535	5340 KELLY DR
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 188A(2), ACRES .067	54,858	5340 KELLY DR
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 188A, ACRES .2154	13,693	KELLY DR
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 188B, ACRES .208	11,326	KELLY DR
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 189, .601 ACRES	151,744	KELLY DR
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 189A, .034 ACRES	77,415	KELLY DR

DENTON COUNTY TAX REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

DENTON 150 LLC	76262 A1420A FM WOODWARD, TR 189B, .025 ACRES	58,956 KELLY DR
NASH CANYON FALLS, LL	75244 A1420A FM WOODWARD, TR 189C, .050 ACRES	198,407 5360 KELLY DR
J-W GATIC/O CONSOLID.	75653 A1420A FM WOODWARD, TR 19, .271 ACRES, OLD DCAD TR 149 SHT 1	11,250 1008 DOUGLAS
SHACKELFORD, JOHN	76262 A1420A FM WOODWARD, TR 190,0.608 ACRES, OLD DCAD TR 17 SHT 1	10,836 5380 KELLY DR
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 190A, 0.038 ACRES	44,180 KELLY DR
VANDER d/b/a VANDERI	76177 A1420A FM WOODWARD, TR 190B, .034 ACRES	63,997 5380 KELLY DR
DREAMSHIPS INC	76262 A1420A FM WOODWARD, TR 190C,0.03 ACRES, OLD DCAD TR 17 SHT 1	76,248 KELLY DR
COON, GEORGE FAMILY	76182 A1420A FM WOODWARD, TR 191, .71 ACRES, OLD DCAD TR 16 SHT 1	11,598
BENDER, RICHARD R	76262 A1420A FM WOODWARD, TR 192, .71 ACRES, OLD DCAD TR 15 SHT 1	11,598 KELLY DR
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 193, .71 ACRES, OLD DCAD TR 14 SHT 1	23,196 KELLY DR
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 195, .76 ACRES, OLD DCAD TR 12 SHT 1	48,632 151 N AMERICAN LN
VON GROTE, ROGER & K	76262 A1420A FM WOODWARD, TR 196, .7 ACRES	211,405 5515 KELLY DR
MILLER, JAMES & SILVIA,	76248 A1420A FM WOODWARD, TR 197, .69 ACRES, OLD DCAD TR 9 SHT 1	8,254 5463 KELLY DR
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 198, .69 ACRES, OLD DCAD TR 8 SHT 1	8,366 5463 KELLY DR
APH WAI/C/O ROBERT M	75219 A1420A FM WOODWARD, TR 199, .69 ACRES, OLD DCAD TR 7 SHT 1	11,271
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 20, .307 ACRES, OLD DCAD TR 167 SHT 1	4,681
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 200, .71 ACRES, OLD DCAD TR 6 SHT 1	11,598
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 201, .69 ACRES, OLD DCAD TR 5 SHT 1	11,271
PRICE, STANLEY C & GLEI	76051 A1420A FM WOODWARD, TR 202, .69 ACRES, OLD DCAD TR 4 SHT 1	30,056
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 203(A), .3455 ACRES	15,050
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 203, .0495 ACRES, OLD DCAD TR 3 SHT 1	2,156
VAHEY, JAMES T, III	33470 A1420A FM WOODWARD, TR 204, .295 ACRES, OLD DCAD TR 3A SHT 1	14,933
JHGS INV C/O JOHN A HA	75206 A1420A FM WOODWARD, TR 205, .53 ACRES, OLD DCAD TR 2 SHT 1	13,577 5325 KELLY DR
CARDON, LOUIS P	76262 A1420A FM WOODWARD, TR 206, .16 ACRES, OLD DCAD TR 1 SHT 1	6,970
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 207, .097 ACRES	4,225
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 208, .044 ACRES, OLD DCAD TR 175 SHT 1	192
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 209, .03 ACRES, OLD DCAD TR 68 SHT 1	131
TEXAS AIR CLASSICS INC	76262 A1420A FM WOODWARD, TR 21, .62 ACRES, OLD DCAD SHT 1, TR 145 & 168	9,452
DENTON 150 LLC	76262 A1420A FM WOODWARD, TR 210, .698 ACRES, OLD DCAD TR 11 SHT 1	3,041
NASH CANYON FALLS LLC	75244 A1420A FM WOODWARD, TR 22, 2.389 ACRES	562,195 700 BOEING WAY
NASH CANYON FALLS LLC	75244 A1420A FM WOODWARD, TR 23(ACCESS AREA), 0.19 ACRES, OLD DCAD TR 143(ACCESS AREA) SHT 1, I	484
NASH CANYON FALLS LLC	75244 A1420A FM WOODWARD, TR 24, .09 ACRES, OLD DCAD TR 137 SHT 1, SEE INTEREST ACCOUNT R7388	66,310 610 BOEING WAY
YOUNG, JEAN	76262 A1420A FM WOODWARD, TR 25, .09 ACRES, SEE INTEREST ACCOUNT R156971	62,000 608 BOEING WAY
NASH CANYON FALLS, LL	75244 A1420A FM WOODWARD, TR 26, .09 ACRES, OLD DCAD TR 139 SHT 1, SEE INTEREST ACCOUNT R1569	66,310 606 BOEING WAY
NASH CANYON FALLS LLC	75244 A1420A FM WOODWARD, TR 27, .09 ACRES, OLD DCAD TR 140 SHT 1, SEE INTEREST ACCOUNT R1569	66,310 604 BOEING WAY
ARMSTRONG INVESTME	76120 A1420A FM WOODWARD, TR 28, .09 ACRES, OLD DCAD TR 141 SHT 1, SEE INT ACCOUNT R156967	66,310 602 BOEING WAY
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 29, .09 ACRES, OLD DCAD TR 142 SHT 1, SEE INTEREST ACCOUNT R1569	74,000 600 BOEING WAY
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 3, 3.99 ACRES, OLD DCAD TR 3(PT) SHT 2	12,594 13191 FM 1171
COON, GEORGE FAMILY	76182 A1420A FM WOODWARD, TR 30, .205 ACRES, OLD DCAD TR 169 SHT 1	3,126
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 31, .205 ACRES, OLD DCAD TR 170 SHT 1	3,126
BOOTH, JEFFREY P	76182 A1420A FM WOODWARD, TR 32, .09 ACRES, OLD DCAD TR 131 SHT 1, SEE INTEREST ACCOUNT R7388	66,310 500 BOEING WAY
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 33, .09 ACRES, OLD DCAD TR 132 SHT 1, SEE INTEREST ACCOUNT R1569	66,310
KERKERING, KENNETH	76034 A1420A FM WOODWARD, TR 34, .09 ACRES, OLD DCAD TR 133 SHT 1	66,310 504 BOEING WAY
KING, WILLIAM D	76092 A1420A FM WOODWARD, TR 35, .09 ACRES, OLD DCAD TR 134 SHT 1, SEE INTEREST ACCOUNT R1569	62,000 506 BOEING WAY
BENDER, RICHARD R	76262 A1420A FM WOODWARD, TR 36, .09 ACRES, OLD DCAD TR 135 SHT 1, SEE INTEREST ACCOUNT R1569	66,310 BOEING WAY
N565K LLC	76092 A1420A FM WOODWARD, TR 37, .09 ACRES, OLD DCAD TR 136 SHT 1, SEE INTEREST ACCOUNT R1569	77,008 510 BOEING WAY
SALLEE, GORDON RAY &	76205 A1420A FM WOODWARD, TR 4, 236.108 ACRES, OLD DCAD TR 4 SHT 2	15,347
N565K LLC	76092 A1420A FM WOODWARD, TR 41, .21 ACRES, OLD DCAD TR 172 SHT 1	3,202
DOYLE, TERRY	76051 A1420A FM WOODWARD, TR 43, .184 ACRES, OLD DCAD TR 156 SHT 1	13,234
OWSLEY, ROBERT L	76262 A1420A FM WOODWARD, TR 45, .25 ACRES, OLD DCAD TR 158 SHT 1	146,316 6229 BOEING WAY
CARSON, ROBERT	75077 A1420A FM WOODWARD, TR 46, .233 ACRES, OLD DCAD TR 159 SHT 1	187,890 200 DOUGLAS DR
GOEKEN, WILLIAM K	76247 A1420A FM WOODWARD, TR 47, .172 ACRES	32,748
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 48,48A(1),49,50, .459 ACRES, OLD DCAD TR 173 SHT 1	374,241
VON GROTE, ROGER & K	76262 A1420A FM WOODWARD, TR 48A, 0.084 ACRES	21,954
GAMRON, WILLIAM ANT	76262 A1420A FM WOODWARD, TR 5, 58.92 ACRES, OLD DCAD TR 5 SHT 2, Undivided Interest 50.00000000	1,915
MCWHORTER, MARK E	75028 A1420A FM WOODWARD, TR 51, .152 ACRES	2,317
GOEKEN, WILLIAM K	76247 A1420A FM WOODWARD, TR 53, .045 ACRES, OLD DCAD TR 164 SHT 1	4,410
MEYER, THOMAS R & W	75077 A1420A FM WOODWARD, TR 53A,54A, .117 ACRES	20,885 STATE EXEMPTION 90%
MILLER, JAMES & SILVIA,	76248 A1420A FM WOODWARD, TR 54, .076 ACRES, OLD DCAD TR 129 SHT 1	56,000 104 NORTH AMERICAN LN
VANCE, FREDERICK B	76051 A1420A FM WOODWARD, TR 56, .392 ACRES, OLD DCAD TR 174 SHT 1	1,708
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 58,71, .06 ACRES, OLD DCAD TR 121,122 SHT 1 (SEE INTEREST ACCTS R1	51,844
PEARSON, HILORY O	75228 A1420A FM WOODWARD, TR 6, 8.5 ACRES, OLD DCAD TR 6 SHT 2	765
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 64, .0389 ACRES, OLD DCAD TR 114 SHT 1 (SEE INTEREST ACCT R157006	33,001
HARPER, ZANE	76262 A1420A FM WOODWARD, TR 65, .024 ACRES, OLD DCAD TR 115 SHT 1 (SEE INTEREST ACCT R157007)	2,734
WHATLEY, CATHY	76262 A1420A FM WOODWARD, TR 66, .024 ACRES, OLD DCAD TR 116 SHT 1 (SEE INTEREST ACCT R157008)	2,734
EXCALIBER VENTURES IN	76206 A1420A FM WOODWARD, TR 67, .024 ACRES, OLD DCAD TR 117 SHT 1 (SEE INTEREST ACCT R157009)	2,734
MAIN, FREDDIE L, II	76262 A1420A FM WOODWARD, TR 73, .025 ACRES, (SEE INTEREST ACCT R157013)	21,394
DICKENS, TOMMIE D	76205 A1420A FM WOODWARD, TR 77, .024 ACRES, OLD DCAD TR 110 SHT 1 (SEE INTEREST ACCT R157017)	2,734
SHARP, CAREY F	75022 A1420A FM WOODWARD, TR 78,83, .048 ACRES, OLD DCAD TR 100,111 SHT 1 (SEE INTEREST ACCT R1	41,468
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 79,80, .036 ACRES, OLD DCAD TR 112 SHT 1 (SEE INTEREST ACCT R1570	31,111
WILLIAMS, JOHN	76262 A1420A FM WOODWARD, TR 88, .013 ACRES, OLD DCAD TR 105,106 SHT 1 (SEE INTEREST ACCT R1570	11,022
GOEKEN, WILLIAM K	76247 A1420A FM WOODWARD, TR 90,105, .036 ACRES, OLD DCAD TR 88,89, SHT 1 (SEE INTEREST ACCT R15	31,111
COOKE, PATRICIA A	75077 A1420A FM WOODWARD, TR 91, .024 ACRES, OLD DCAD TR 90 SHT 1 (SEE INTEREST ACCT R157028)	2,734
COBB, LEE C	63367 A1420A FM WOODWARD, TR 92, .024 ACRES, OLD DCAD TR 91 SHT 1 (SEE INTEREST ACCT R73885)	2,734
MEANOR, JOEL	76248 A1420A FM WOODWARD, TR 93, .024 ACRES, OLD DCAD TR 92 SHT 1 (SEE INTEREST ACCT R157029)	2,734
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 94, .024 ACRES, OLD DCAD TR 93 SHT 1 (SEE INTEREST ACCT R157030)	2,734
CAPITAL HOLDINGS 100C	76099 A1420A FM WOODWARD, TR 95, .024 ACRES, OLD DCAD TR 94 SHT 1 (SEE INTEREST ACCT R157031)	2,734
HYDE-WAY INC	76262 A1420A FM WOODWARD, TR 96, .024 ACRES, OLD DCAD TR 95 SHT 1 (SEE INTEREST ACCT R157032)	2,734
PRICE, STANLEY C & GLEI	76051 A1420A FM WOODWARD, TR 97,98,99, .06 ACRES, OLD DCAD TR 81,82,96 SHT 1 (SEE INTEREST ACCT	51,825
HYDE, CANDICE LEE	76262 A1519A R.A. CARRUTH, TR 2, 110.643 ACRES, OLD DCAD TR 1	7,192
MACLEOD, SAUNDRA C	76132 A1549A T.R. LIVELY, TR 1, 4.8054 ACRES, OLD DCAD TR 2	68,088

DENTON COUNTY TAX MAP REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

TEXAS AIR CLASSICS INC	76262 A1549A T.R. LIVELY, TR 1A, 1.1706 ACRES	0 PR 4720
TEXAS AIR CLASSICS INC	76262 A1549A T.R. LIVELY, TR 2, 11.86 ACRES, OLD DCAD TR 1	260,000 13800 FM 1171
TEXAS AIR CLASSICS INC	76262 A1591A A.M. FELTUS, TR 1, 20.716 ACRES, OLD DCAD TR 1A	1,864
TEXAS AIR CLASSICS INC	76262 A1591A A.M. FELTUS, TR 3,4, 30.804 ACRES, OLD DCAD TR A,B	2,002
TEXAS AIR CLASSICS INC	76262 A1591A A.M. FELTUS, TR 6,7, 45.82 ACRES, OLD DCAD TR 3, Undivided Interest 75.0000000000%	3,780
TEXAS AIR CLASSICS INC	76262 A1591A A.M. FELTUS, TR 8, 1.6424 ACRES, OLD DCAD TR 3A	16,171
TEXAS AIR CLASSICS INC	76262 A1591A A.M. FELTUS, TR 8A, .7576 ACRES	12,186
TEXAS AIR CLASSICS INC	76262 A1591A A.M. FELTUS, TR 9, 53.54 ACRES, OLD DCAD TR 2	3,480 I35W
DENTON 150 LLC	76262 A1616A G. GIBBS, TR 2, 26.865 ACRES, OLD DCAD TR 2A	1,746
TEXAS AIR CLASSICS INC	76262 A1616A G. GIBBS, TR 2A, 2.755 ACRES	179
TEXAS AIR CLASSICS INC	76262 A1616A G. GIBBS, TR 6, 8.8 ACRES, OLD DCAD TR 3	8,756
TEXAS AIR CLASSICS INC	76262 A1616A G. GIBBS, TR 7, 3.6042 ACRES, OLD DCAD TR 3A	51,068
TEXAS AIR CLASSICS INC	76262 A1616A G. GIBBS, TR 7A, 7.5038 ACRES	189,637
TEXAS AIR CLASSICS INC	76262 A1651A R.W. TERRELL, TR 1, 6.08 ACRES, OLD DCAD TR 1	395
TEXAS AIR CLASSICS INC	76262 A1651A R.W. TERRELL, TR 2, 3.08 ACRES, OLD DCAD A1650A TR 4, Undivided Interest 50.0000000000%	100
TEXAS AIR CLASSICS INC	76262 A1651A R.W. TERRELL, TR 3, 7.88 ACRES, OLD DCAD TR 2	709
TEXAS AIR CLASSICS INC	76262 AIRWAY ADDITION BLK A LOT 1	529,159
TEXAS AIR CLASSICS INC	76262 AIRWAY BOULEVARD ADDN BLK A LOT 2	11326 AIRWAY BLVD
HYDE-WAY INC	76262 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-1	437,500 11610 AIRWAY BLVD
HYDE-WAY INC	76262 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-2	38,623 408 BOEING WAY
HUMPSTER ENT	75062 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-3	31,346
ELLIS COLOR SPLY INC	75229 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-4	17,091
BELL, DAVID	76226 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-5	30,686
HYDE-WAY INC	76262 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-6	30,951
BLAKE, RODNEY D	76262 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-7	30,686
HYDE-WAY INC	76262 DENTON NORTHWEST REGIONAL AIRPARK PH 1 LOT C-8	35,755
HYDE-WAY INC	76262 JUDGE ACRES BLK A LOT 1	157,943
BELL, DAVID	76226 NORTHWEST DEVELOPMENT BLK NWE HANGER TR LOT 6	208,624 NORTH SIDE 1171
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK NWE HANGER TR LOT AIRCRAFT WASH RAMP	330,000 11300 CLEVELAND GIBBS RD
BLAKE, RODNEY D	76262 NORTHWEST DEVELOPMENT BLK NWE HANGER TR, LOT 1	98
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK NWE HANGER TR, LOT 2	75
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK NWE HANGER TR, LOT 3	16,000
BELL, DAVID	76226 NORTHWEST DEVELOPMENT BLK NWE HANGER TR, LOT 4	120
DENTON 150 LLC	76262 NORTHWEST DEVELOPMENT BLK NWE HANGER TR, LOT 5	625,000
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T HANGER TR 7 LOT 3	11350 CLEVELAND GIBBS RD
KNIESE, JAMES E	76034 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 5B	369,050 11310 CLEVELAND GIBBS RD
JHGS INV C/O JOHN A H	75206 NORTHWEST DEVELOPMENT BLK T-HANGER TR 1, LOT 1	8,500
TALLY, EDWARD C III GR	76247 NORTHWEST DEVELOPMENT BLK T-HANGER TR 1, LOT 2	725
BAILEY, JACK M & JULIE I	77358 NORTHWEST DEVELOPMENT BLK T-HANGER TR 1, LOT 3	9,498 101 LINDBERGH DR
ROANOKE AIR AND AUTO	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 1, LOT 4	1,041 LINDBERGH DR
HOLLISTE C/O MARTIN R	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2 LOT 5A	10,500 LINDBERGH DR
RICHMOND, RANDY & M	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 1	140,000 104 LINDBERGH DR
PLATNER ATTN: GARY PL	75022 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 1A	1,449
PLANE SHOP LLC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 2	10,928 LINDBERGH DR
WITT, PHILLIP D	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 2A	6,521
YETMAN, BERT & HELGA	76092 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 3	10,749 LINDBERGH DR
VANDER d/b/a VANDERI	76177 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 3A	1,449
VANDER d/b/a VANDERI	76177 NORTHWEST DEVELOPMENT BLK T-HANGER TR 2, LOT 4A	68,057 203 LINDBERGH DR
MCCLAIN, JAMES BRUCE	75067 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 10	1,449
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 10A	1,449
KRISTE AIR LLC	75077 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 11A	9,653 AERO VALLEY
HIGGINS, BRIAN D & KIM	75028 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 12	221
WHEELOCK, MARY I	76180 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 12A	882
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 13A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 14A	22,756 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 15	882
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 15A	441
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 16A	441
WHATLEY, CATHERINE M	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 18A	20,879 AERO VALLEY
ALBERT, BRUCE F	75287 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 20	221
HOBBY HANGAR J/V	76034 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 20A	45,512 AERO VALLEY
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 5	882
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 5A	42,000 AERO VALLEY
CARNAGHAN, JOHN D	75062 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 6	441
TROTTIER, LAUREN P & J	76248 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 6A	22,756 AERO VALLEY
KELLER, RUSSELL & PAM	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 7	882
KREYCIK, C/O VICTOR H	32025 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 7A	43,000 AERO VALLEY
THOMAS DAN F & ANN C	75006 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 8	441
NASH CANYON FALLS LLC	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 8A	45,512 AERO VALLEY
HODGE, MICHAEL F	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 9	441
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3 LOT 9A	42,000 AERO VALLEY
HADDOCK, RAYMOND A	75070 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 1	882
NASH CANYON FALLS LLC	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 1A	19,304 AERO VALLEY
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 2	221
NASH CANYON FALLS LLC	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 2A	45,512 AERO VALLEY
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 3	882
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 3A	45,512 AERO VALLEY
LIGON, JACQUELINE S &	76247 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 4	441
NELSON, DIANNA	76230 NORTHWEST DEVELOPMENT BLK T-HANGER TR 3, LOT 4A	14,850 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 10	221
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 10A	

DENTON COUNTY TAX MAP REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 11A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 12	19,304 AERO VALLEY
HADDOCK, RAYMOND A	75070 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 12A	221
HAWK, ROBERT STEPHE	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 13A	441
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 14A	441
HAYES, ROGER D	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 15A	441
HW INDIAN SPRINGS LP	76177 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 16A	441
OXFORD, C/O SHERMAN	75022 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 18A	441
NASH CANYON FALLS LLC	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 20	15,000 AERO VALLEY
DENTON 150 LLC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 20A	221
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 5A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 6A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 7A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 8A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4 LOT 9A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4, LOT 1A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4, LOT 2	14,850 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4, LOT 2A	221
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4, LOT 3A	441
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 4, LOT 4A	441
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 10	19,304 AERO VALLEY
PARCELL, ROBERT E	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 10A	221
VANDERFORD, KENNETH	76177 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 11A	441
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 12	19,304 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 12A	221
HW INDIAN SPRINGS LP	76177 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 13A	441
BRITTON, NORBERT C, TI	75077 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 14A	441
HADDOCK, ELSIE LOU	75070 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 15A	441
HAYES, ROGER D	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 16A	441
NASH CANYON FALLS LLC	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 18A	441
OXFORD, C/O SHERMAN	75022 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 20	13,000 AERO VALLEY
WADE, TIMOTHY K	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 20A	221
LIGON, JACQUELINE S &	76247 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 5A	441
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 6A	441
GIBBS, K/ C/O RICKEY J BI	76102 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 7A	441
BUTT, THOMAS P	76034 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 8A	441
REEVES, DOUGLAS G	75077 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5 LOT 9A	441
DOORES, SCOTT	75077 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5, LOT 1A	441
MILNER LIMITED PARTNI	76092 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5, LOT 2	19,304 AERO VALLEY
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5, LOT 2A	221
HORVATH, SHAWN	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5, LOT 3	45,000 AERO VALLEY
LA ESTANCIA INVESTMEI	75024 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5, LOT 3A	441
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 5, LOT 4A	441
WHALEN, THERESE A	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 10	17,000 AERO VALLEY
SHERMAN, BETTY	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 10A	221
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 12	19,304 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 12A	221
POLLARD AIRCRAFT SALE	76106 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 15A	441
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 16,16A	42,000 AERO VALLEY
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 18A	221
SMITH, ROBERT D	75062 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 20	16,000 AERO VALLEY
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 20A	221
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 5A	441
PYE, CLINTON T & JENNII	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 6A	441
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 7A	441
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 8	43,000 AERO VALLEY
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 8A	441
CLINGAN, BARBARA	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6 LOT 9A	441
DONLEY, LEWIS W & SHI	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6, LOT 1A	441
REDI-MIX #135	76040 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6, LOT 2	13,859 AERO VALLEY
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6, LOT 2A	221
CRISMO DALLAS AIR REI	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6, LOT 3A	441
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 6, LOT 4A	441
DAVIS, JOHN R	74021 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 1	8,899
DAVIS, JOHN R	74021 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 1A	725
HAPPE, DON	75027 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 1B	725
HASKINS, JAMES L	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 2	8,000
HYDE-WAY INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 2A	725
FLIGHT D % GLEN HYDE	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 2B	725
JHGS INV C/O JOHN A HA	75206 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 3A	725
BENDER, RICHARD R	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 3B	725
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 4	44,498
HAYES, ROGER D	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 4A	725
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 4B	725
VON GROTE, ROGER & K	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 7, LOT 5	8,000
STEFFENS, SKIPPER T	48064 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8 LOT 5	8,500 AERO VALLEY
LA ESTANCIA INVESTMEI	75024 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8 LOT 5A	725
BLAKE, RODNEY D	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8 LOT 5A	725
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 1	37,260 AERO VALLEY
NORTHLAKE CORNERS LI	75027 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 1A	725
PRICE, STANLEY C & GLEI	76051 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 2	80,000 AERO VALLEY

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KNOWLER, DELBERT L &	76226 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 2A	725
FRITZEL, MICHAEL P & P/	76248 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 3	13,501 803 LINDBERGH DR
DAUM PLUMBING CO	75234 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 3A	725
KAMY REAL PROPERTY T	76206 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 4	10,868 AERO VALLEY
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT BLK T-HANGER TR 8, LOT 4A	725
HENDERSON, CHARLES T	76357 NORTHWEST DEVELOPMENT LOT ACCESS AREA & EASEMENTS	1,304
COON, GEORGE FAMILY	76182 NORTHWEST DEVELOPMENT PH 2 BLK HANGER TR 8 LOT 8-4A(S 1/2)	788 CLEVELAND GIBBS RD
OWSLEY, ROBERT & MIC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 1	186,235 4606 DOOLITTLE DR
MILLER, JAMES & SILVIA,	76248 NORTHWEST DEVELOPMENT PH 2 LOT 10	262,342 4780 DOOLITTLE DR
HOLLAND, MARVIN G	75022 NORTHWEST DEVELOPMENT PH 2 LOT 11	28,440
APH WAIC/O ROBERT M	75219 NORTHWEST DEVELOPMENT PH 2 LOT 1-1	12,900 CLEVELAND GIBBS RD
HOLLAND, MARVIN G	75022 NORTHWEST DEVELOPMENT PH 2 LOT 12	29,160
YOUNG, JEAN	76262 NORTHWEST DEVELOPMENT PH 2 LOT 1-2	12,900 CLEVELAND GIBBS RD
ZIMLICH, SALLY	75022 NORTHWEST DEVELOPMENT PH 2 LOT 1-3	68,753 CLEVELAND GIBBS RD
ZIMLICH, SALLY	75022 NORTHWEST DEVELOPMENT PH 2 LOT 2	9,061 4630 DOOLITTLE DR
ZIMLICH, SALLY	75022 NORTHWEST DEVELOPMENT PH 2 LOT 2-1A	1,365
TRANSMO PROPERTY N	76116 NORTHWEST DEVELOPMENT PH 2 LOT 2-2A	1,365
TRANSMO PROPERTY N	76116 NORTHWEST DEVELOPMENT PH 2 LOT 2-3	10,687
MCCOY, REBECCA	76262 NORTHWEST DEVELOPMENT PH 2 LOT 2-3A	1,365
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 2-4A	1,575
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 3-1	2,700
MCDONALD, JAMES E	76262 NORTHWEST DEVELOPMENT PH 2 LOT 3-1A	720
WATERMAN, JERRY	75077 NORTHWEST DEVELOPMENT PH 2 LOT 3-2	2,700
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 3-2A	720
MCCORMICK, MICHAEL \	75062 NORTHWEST DEVELOPMENT PH 2 LOT 3-3	2,700
MALZER, ERIC	75061 NORTHWEST DEVELOPMENT PH 2 LOT 3-3A	720
JENSEN, PAUL E	75077 NORTHWEST DEVELOPMENT PH 2 LOT 3-4	1,980
HURST, EDWARD	76092 NORTHWEST DEVELOPMENT PH 2 LOT 3-4A	528
PEARSON, HILORY O	75228 NORTHWEST DEVELOPMENT PH 2 LOT 3-5	1,980
KOWALSKI, KEVIN	76266 NORTHWEST DEVELOPMENT PH 2 LOT 3-5A	528
CARNEY, RICHARD TRUS	76248 NORTHWEST DEVELOPMENT PH 2 LOT 4	11,135 DOOLITTLE DR
LEYDA, JASON M	76039 NORTHWEST DEVELOPMENT PH 2 LOT 4-1	2,700
HURST, EDWARD	76092 NORTHWEST DEVELOPMENT PH 2 LOT 4-1A	720
POSITIVE RATE LLC	76226 NORTHWEST DEVELOPMENT PH 2 LOT 4-2	2,700
LEWIS, N MAKI, ANN LEV	75048 NORTHWEST DEVELOPMENT PH 2 LOT 4-2A	720
JHGS INV C/O JOHN A H	75206 NORTHWEST DEVELOPMENT PH 2 LOT 4-3	2,700
DRENNAN COMMERCIAL	76040 NORTHWEST DEVELOPMENT PH 2 LOT 4-3A	720
CLIMBINGVINE LLC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 4-4	495
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT PH 2 LOT 4-4A	132
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 4-5	990
WHEELLOCK, MARY I	76180 NORTHWEST DEVELOPMENT PH 2 LOT 4-5A	528
COLLIER, RANDALL	76262 NORTHWEST DEVELOPMENT PH 2 LOT 4-6	990
THOMAS, HUEY A	76092 NORTHWEST DEVELOPMENT PH 2 LOT 4-6A	264
ROBERTS, DEWAYNE T	76262 NORTHWEST DEVELOPMENT PH 2 LOT 4-7	990
CARSON CONSULTING G	76248 NORTHWEST DEVELOPMENT PH 2 LOT 4-7A	528
KASS, TED	75019 NORTHWEST DEVELOPMENT PH 2 LOT 4-8	495
KASS, TED	75019 NORTHWEST DEVELOPMENT PH 2 LOT 4-8A	132
FRITZEL, MICHAEL P & P/	76248 NORTHWEST DEVELOPMENT PH 2 LOT 5-1	2,700
WHATLEY AVIATION LTD	75022 NORTHWEST DEVELOPMENT PH 2 LOT 5-1A	720
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 5-2	2,700
BLAKEY ENGINE SERVICE	76262 NORTHWEST DEVELOPMENT PH 2 LOT 5-2A	720
WARD, LINDSAY N	75022 NORTHWEST DEVELOPMENT PH 2 LOT 5-3	2,700
DENTON 150 LLC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 5-3A	720
BLAKE, TIM W & SUSAN	76092 NORTHWEST DEVELOPMENT PH 2 LOT 5-4	1,980
SUNK CO C/O ROBERT F	76202 NORTHWEST DEVELOPMENT PH 2 LOT 5-4A	264
MIASO, DAVID W	76262 NORTHWEST DEVELOPMENT PH 2 LOT 5-5	1,980
MCCLELLAN, JOEL D	76262 NORTHWEST DEVELOPMENT PH 2 LOT 5-5A	264
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-1	23
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-1A	27
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-2	23
NORRIS, STANLEY	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-2A	27
MCCARTY, FRED D, JR	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-3	23
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-3A	27
PRITT, TODD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-4	4
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-4A	5
STEFFENS, SKIPPER T	48064 NORTHWEST DEVELOPMENT PH 2 LOT 6-5	8
POLLARD AIRCRAFT SALE	76106 NORTHWEST DEVELOPMENT PH 2 LOT 6-5A	20
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-6	8
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-6A	10
FREY, MICHAEL ROGER	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-7	8
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 6-7A	20
LAMINA INC	80909 NORTHWEST DEVELOPMENT PH 2 LOT 6-8	4
WIPPERFARTH, K & TRUI	76121 NORTHWEST DEVELOPMENT PH 2 LOT 6-8A	5
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7	42,000
CLIMBINGVINE LLC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7-1	23
SUNK CO C/O ROBERT F	76202 NORTHWEST DEVELOPMENT PH 2 LOT 7-1A	27
DWAYNE GATES, INC	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7-2	23
JANASKIE, THOMAS J JR	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7-2A	27
WILSON, DOUGLAS E, LIF	28752 NORTHWEST DEVELOPMENT PH 2 LOT 7-3	23
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7-3A	27
FREY, MICHAEL ROGER	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7-4	17

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CLIFFORD, BARBARA	39823 NORTHWEST DEVELOPMENT PH 2 LOT 7-4A	10
MUCKLOW, LLOYD E	76131 NORTHWEST DEVELOPMENT PH 2 LOT 7-5	17
SPEIGHTS, DONALD & S	76262 NORTHWEST DEVELOPMENT PH 2 LOT 7-5A	10
SCOTT, GENE C	79605 NORTHWEST DEVELOPMENT PH 2 LOT 8-1A	1,365
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT PH 2 LOT 8-2A	1,365
HW INDIAN SPRINGS LP	76177 NORTHWEST DEVELOPMENT PH 2 LOT 8-3	12,232 300 STINSON WAY
BAAS, MICHAEL R	76092 NORTHWEST DEVELOPMENT PH 2 LOT 8-3A	1,365
CANTREL C/O FRANCISCC	92407 NORTHWEST DEVELOPMENT PH 2 LOT 8-4	140,901 400 STINSON WAY
DAUM PLUMBING CO	75234 NORTHWEST DEVELOPMENT PH 2 LOT 8-4A(N1/2)	788
BEATY, BRENDA DARLEN	76262 NORTHWEST DEVELOPMENT PH 2 LOT 9	28,440
KASS, TED	75019 NORTHWEST DEVELOPMENT PH 2 LOT ACCESS AREA ACRES 5.425	1,772
WATERMAN, JERRY	75077 NORTHWEST DEVELOPMENT PH 3	25,300
BASSINGER, ROGER	75028 NORTHWEST DEVELOPMENT PH 3 (ACCESS AREA FOR LOT 10 IN PH 2)	27,409
VANDERFORD, KENNETH	76177 NORTHWEST DEVELOPMENT PH 3 LOT 1	23
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT PH 3 LOT 10	23
PEAVEY, R A	75042 NORTHWEST DEVELOPMENT PH 3 LOT 11	23
BERGMAN LIVING TRUST	76226 NORTHWEST DEVELOPMENT PH 3 LOT 1-1	21
FRITZEL, MICHAEL P & P	76262 NORTHWEST DEVELOPMENT PH 3 LOT 1-2	23
SHARP, CAREY F	75022 NORTHWEST DEVELOPMENT PH 3 LOT 1-2	21
MCCLENDON, DANIEL GI	75028 NORTHWEST DEVELOPMENT PH 3 LOT 1-3	24
RAY, JIMMY	76262 NORTHWEST DEVELOPMENT PH 3 LOT 2	23
PRICE, STANLEY C & GLEI	76051 NORTHWEST DEVELOPMENT PH 3 LOT 2-1	14
DREAMSHIPS INC	76262 NORTHWEST DEVELOPMENT PH 3 LOT 2-1A	9
TRANSOME PROPERTY N	76116 NORTHWEST DEVELOPMENT PH 3 LOT 2-2	14
SPEIGHTS, JOHNNY R	76262 NORTHWEST DEVELOPMENT PH 3 LOT 2-2A	9
BERKNER, YVONNE	76262 NORTHWEST DEVELOPMENT PH 3 LOT 2-3	14
THOMAS, HUEY A	76092 NORTHWEST DEVELOPMENT PH 3 LOT 2-3A	9
DONLEY, LEWIS W	76262 NORTHWEST DEVELOPMENT PH 3 LOT 2-4	16
SUBLETTE, GARY	76262 NORTHWEST DEVELOPMENT PH 3 LOT 2-4A	11
PATRICK, JOHN C	75077 NORTHWEST DEVELOPMENT PH 3 LOT 3	23
DON DRI C/O DEBBIE WI	75247 NORTHWEST DEVELOPMENT PH 3 LOT 3-1	7
GRANDE JUAN LLC	75220 NORTHWEST DEVELOPMENT PH 3 LOT 3-1A	9
TRANSOME PROPERTY N	76116 NORTHWEST DEVELOPMENT PH 3 LOT 3-2	7
WEAVER, CLYDE	76054 NORTHWEST DEVELOPMENT PH 3 LOT 3-2A	9
FREMGEN, STEPHEN M	75007 NORTHWEST DEVELOPMENT PH 3 LOT 3-3	7
WHITE, THOMAS A	76266 NORTHWEST DEVELOPMENT PH 3 LOT 3-3A	9
BRUNS, LUKE	75019 NORTHWEST DEVELOPMENT PH 3 LOT 3-4	5
BRUNS, LUKE	75019 NORTHWEST DEVELOPMENT PH 3 LOT 3-4A	6
BLOSE, RICHARD & DIAN	76182 NORTHWEST DEVELOPMENT PH 3 LOT 3-5	5
ONDINA, MIGUEL & JUD	76207 NORTHWEST DEVELOPMENT PH 3 LOT 3-5A	6
LEDFORD, LISA TR TRIPLI	76051 NORTHWEST DEVELOPMENT PH 3 LOT 4	23
SUBLETTE, GARY L & REE	76262 NORTHWEST DEVELOPMENT PH 3 LOT 4-1	7
MEYER, THOMAS R & JO	75077 NORTHWEST DEVELOPMENT PH 3 LOT 4-1A	9
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT PH 3 LOT 4-2	7
HENDERSON, CHARLES T	76357 NORTHWEST DEVELOPMENT PH 3 LOT 4-2A	9
ARMSTRONG INVESTME	76120 NORTHWEST DEVELOPMENT PH 3 LOT 4-3	7
GLASCOCK, MARTHA A	76262 NORTHWEST DEVELOPMENT PH 3 LOT 4-3A	9
COON, GEORGE FAMILY	76182 NORTHWEST DEVELOPMENT PH 3 LOT 4-4	1
THOMAS, HUEY A	76092 NORTHWEST DEVELOPMENT PH 3 LOT 4-5	3
HAWK, ROBERT STEPHEI	76226 NORTHWEST DEVELOPMENT PH 3 LOT 4-5A	6
GRAHAM MORTGAGE CO	75219 NORTHWEST DEVELOPMENT PH 3 LOT 4-6	3
MURPHY, SEAN S	76903 NORTHWEST DEVELOPMENT PH 3 LOT 4-6A	3
HKR HOLDINGS, LLC	75027 NORTHWEST DEVELOPMENT PH 3 LOT 4-7	3
CEVEY, MICHAEL P & PA	76051 NORTHWEST DEVELOPMENT PH 3 LOT 4-7A	6
PATE, JOHN W	76051 NORTHWEST DEVELOPMENT PH 3 LOT 4-8	1
D E WAY RANCH CORPO	75126 NORTHWEST DEVELOPMENT PH 3 LOT 4-8A	2
RABE, BRIAN KEITH, JR &	76262 NORTHWEST DEVELOPMENT PH 3 LOT 5	23
NORTHLAKE CORNERS LI	75027 NORTHWEST DEVELOPMENT PH 3 LOT 5-1	7
BECKHAM, KYLE W & TO	75028 NORTHWEST DEVELOPMENT PH 3 LOT 5-1A	9
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 3 LOT 5-2	7
PATTERSON, WILLIAM M	75067 NORTHWEST DEVELOPMENT PH 3 LOT 5-2A	9
EDNA SCHULZ LLC	76262 NORTHWEST DEVELOPMENT PH 3 LOT 5-3	7
THOMAS, HUEY A	76262 NORTHWEST DEVELOPMENT PH 3 LOT 5-3A	9
HINSON, STANLEY J & EII	76051 NORTHWEST DEVELOPMENT PH 3 LOT 5-4	5
FORREST JOHNSON PRO	76182 NORTHWEST DEVELOPMENT PH 3 LOT 5-4A	3
DAVISON, MICKEY	75070 NORTHWEST DEVELOPMENT PH 3 LOT 5-5	5
PYE, CLINTON T & JENNII	76262 NORTHWEST DEVELOPMENT PH 3 LOT 5-5A	3
VENEGAS, ANDRES	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6	23
GREEN, WENDELL & JOY	76226 NORTHWEST DEVELOPMENT PH 3 LOT 6-1	7
GRAGG, RICKEY LEE	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-1A	9
CLICK, LEO & PAULA	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-2	7
HYDE, GLEN	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-2A	9
CARPENTER, BRANDON .	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-3	7
SPEIGHTS, DONALD & S	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-3A	9
GRAHAM, BLAKE	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-4	1
THORSON, JOANNE E	30518 NORTHWEST DEVELOPMENT PH 3 LOT 6-4A	2
MIASO, DAVID W	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-5	3
ZIMMERER, AMY	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-5A	6
BENNETT, BO D	76107 NORTHWEST DEVELOPMENT PH 3 LOT 6-6	3
PRITT, TODD	76262 NORTHWEST DEVELOPMENT PH 3 LOT 6-6A	3
ZIMLICH, SALLY	75022 NORTHWEST DEVELOPMENT PH 3 LOT 6-7	3

DENTON COUNTY TAX MAP REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

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CFP RENTALS INC	76208 NORTHWEST DEVELOPMENT PH 3 LOT 6-7A	6
FROWNELTER, JAMES C	76054 NORTHWEST DEVELOPMENT PH 3 LOT 6-8	1
SMITH, ROBERT D	75062 NORTHWEST DEVELOPMENT PH 3 LOT 6-8A	2
SMITH, ROBERT D	75062 NORTHWEST DEVELOPMENT PH 3 LOT 7	23
FAIRCHILD, BOBBIE CARL	76262 NORTHWEST DEVELOPMENT PH 3 LOT 7-1	7
PRATT, CHRISTOPHER	75248 NORTHWEST DEVELOPMENT PH 3 LOT 7-1A	9
ORTIZ, CESAR A II & JERII	75077 NORTHWEST DEVELOPMENT PH 3 LOT 7-2	7
FRTZEL, MICHAEL P & P	76248 NORTHWEST DEVELOPMENT PH 3 LOT 7-2A	9
PYE, CLINTON	76262 NORTHWEST DEVELOPMENT PH 3 LOT 7-3	7
MALONE'S WOODWORK	76226 NORTHWEST DEVELOPMENT PH 3 LOT 7-3A	9
MACLEOD, SAUNDRA C	76132 NORTHWEST DEVELOPMENT PH 3 LOT 7-4	5
IRBY, DARRELL	76248 NORTHWEST DEVELOPMENT PH 3 LOT 7-4A	3
ENEBO REVOCABLE TRU	76262 NORTHWEST DEVELOPMENT PH 3 LOT 7-5	5
SITARAS, EVANGELOS	75056 NORTHWEST DEVELOPMENT PH 3 LOT 7-5A	3
VANDERFORD, KENNETH	76177 NORTHWEST DEVELOPMENT PH 3 LOT 8	23
SANDOW, RICHARD L	76092 NORTHWEST DEVELOPMENT PH 3 LOT 8-1	14
JAMIESON, MARK S	80303 NORTHWEST DEVELOPMENT PH 3 LOT 8-1A	9
LETT, DONALD LIVING TR	75022 NORTHWEST DEVELOPMENT PH 3 LOT 8-2	14
JHGS INV C/O JOHN A HA	75206 NORTHWEST DEVELOPMENT PH 3 LOT 8-2A	9
BLAKEY, JEFFERY E	76262 NORTHWEST DEVELOPMENT PH 3 LOT 8-3	14
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 3 LOT 8-3A	9
KELLER, RUSSELL & PAM	76262 NORTHWEST DEVELOPMENT PH 3 LOT 8-4	16
NORTHLAKE CORNERS LI	75027 NORTHWEST DEVELOPMENT PH 3 LOT 8-4A	11
DAVIS, JOHN R	74021 NORTHWEST DEVELOPMENT PH 3 LOT 9	23
COOK, CHARLES E & DEB	76262 NORTHWEST DEVELOPMENT PH 3 LOT 9 (ACCESS AREA PT),	6,098
OUILLE, EDWARD & LINC	76099 NORTHWEST DEVELOPMENT PH 3 LOT ACCESS AREA(PT)	665
MORENO, JOSE DE JESUS	76262 NORTHWEST DEVELOPMENT PH 3 LOT ACCESS AREA(PT)	24,374
PARCELL, ROBERT E	76226 NORTHWEST DEVELOPMENT PH 3 LOT ACCESS AREA(PT)	47,144
PRATT, CHRISTOPHER	75248 NORTHWEST DEVELOPMENT PH 4 LOT 1	23
TABOR, KENNETH	76262 NORTHWEST DEVELOPMENT PH 4 LOT 10	23
LETT, DONALD LIVING TR	75022 NORTHWEST DEVELOPMENT PH 4 LOT 11	23
O'NEIL, ROBERT G	75022 NORTHWEST DEVELOPMENT PH 4 LOT 1-1	21
LAWTON, DONALD M &	75028 NORTHWEST DEVELOPMENT PH 4 LOT 12	23
BLAKE, RODNEY D	76262 NORTHWEST DEVELOPMENT PH 4 LOT 1-2	21
BROOKS, SUZANNE	76226 NORTHWEST DEVELOPMENT PH 4 LOT 1-3	24
SHOREY, PATRICK K	76262 NORTHWEST DEVELOPMENT PH 4 LOT 2	23
SHOREY, PATRICK K	76262 NORTHWEST DEVELOPMENT PH 4 LOT 2-1	14
TAYLOR DAVID CROCKET	76226 NORTHWEST DEVELOPMENT PH 4 LOT 2-1A	9
TODD, JOHN M	75022 NORTHWEST DEVELOPMENT PH 4 LOT 2-2	14
PYE, CLINTON T & JENNII	76262 NORTHWEST DEVELOPMENT PH 4 LOT 2-2A	9
WON CHANG, INC	76013 NORTHWEST DEVELOPMENT PH 4 LOT 2-3	14
HYDE, GLEN	76262 NORTHWEST DEVELOPMENT PH 4 LOT 2-3A	9
DENCO ENTERPRISES LLC	76226 NORTHWEST DEVELOPMENT PH 4 LOT 2-4	16
CESHKER, GEORGE J	76118 NORTHWEST DEVELOPMENT PH 4 LOT 2-4A	11
PARKER, MARTIN S	77651 NORTHWEST DEVELOPMENT PH 4 LOT 3	23
CAJE PROPERTIES, LLC	75022 NORTHWEST DEVELOPMENT PH 4 LOT 3-1	7
BORTHWICK, LLOYD A &	76262 NORTHWEST DEVELOPMENT PH 4 LOT 3-1A	9
WARD, LINDSAY N	75022 NORTHWEST DEVELOPMENT PH 4 LOT 3-2	7
JANSEN, KEVIN	76092 NORTHWEST DEVELOPMENT PH 4 LOT 3-2A	9
SCHOENBERGER, ELIZAB	76016 NORTHWEST DEVELOPMENT PH 4 LOT 3-3	7
PERRY, STEVE L & ALINE	76092 NORTHWEST DEVELOPMENT PH 4 LOT 3-3A	9
GRAGG, DONNIE G	76262 NORTHWEST DEVELOPMENT PH 4 LOT 3-4	5
STAHL, RALPH	76262 NORTHWEST DEVELOPMENT PH 4 LOT 3-4A	6
LINDBERGH HANGER LLC	75022 NORTHWEST DEVELOPMENT PH 4 LOT 3-5	5
TRI DAL REAL ESTATE LTI	76092 NORTHWEST DEVELOPMENT PH 4 LOT 3-5A	6
FOSTER, RAY L	75013 NORTHWEST DEVELOPMENT PH 4 LOT 4	23
ROWE, WILLIAM S	76226 NORTHWEST DEVELOPMENT PH 4 LOT 4-1	7
EVANS, JERRY S	76247 NORTHWEST DEVELOPMENT PH 4 LOT 4-1A	9
TROTTIER, LAUREN P & J	76248 NORTHWEST DEVELOPMENT PH 4 LOT 4-2	7
CHRISTENSEN, SAMUEL	78759 NORTHWEST DEVELOPMENT PH 4 LOT 4-2A	9
HAWK, ROBERT STEPHEN	76226 NORTHWEST DEVELOPMENT PH 4 LOT 4-3	7
ELLIS, JAMES R	75229 NORTHWEST DEVELOPMENT PH 4 LOT 4-3A	9
TOLLEFSON, ALLEN ROGER	76226 NORTHWEST DEVELOPMENT PH 4 LOT 4-4	1
MALONE, JOHN H & MAI	75022 NORTHWEST DEVELOPMENT PH 4 LOT 4-4A	2
EDNA SCHULZ LLC	76262 NORTHWEST DEVELOPMENT PH 4 LOT 4-5	3
HAWK, ROBERT STEPHEN	76226 NORTHWEST DEVELOPMENT PH 4 LOT 4-5A	6
WHATLEY AVIATION LTD	75022 NORTHWEST DEVELOPMENT PH 4 LOT 4-6	3
AUSTIN, JAMES M & ELIZ	76112 NORTHWEST DEVELOPMENT PH 4 LOT 4-6A	3
WADE, TIMOTHY K	76262 NORTHWEST DEVELOPMENT PH 4 LOT 4-7	3
BECHDOLT, DORIS P	76051 NORTHWEST DEVELOPMENT PH 4 LOT 4-7A	6
FRICK, RONNIE LEO	76226 NORTHWEST DEVELOPMENT PH 4 LOT 4-8	1
EVERGRE C/O TIM LANCZ	76051 NORTHWEST DEVELOPMENT PH 4 LOT 4-8A	2
ARPEY AVIATION LTD	76034 NORTHWEST DEVELOPMENT PH 4 LOT 5	23
CHASTEEN, J E, JR	76262 NORTHWEST DEVELOPMENT PH 4 LOT 5-1	7
ANGEVINE, TERRY & WYN	75027 NORTHWEST DEVELOPMENT PH 4 LOT 5-1A	9
SUNK CO C/O ROBERT F	76202 NORTHWEST DEVELOPMENT PH 4 LOT 5-2	7
PRICE, STANLEY C & GLEI	76051 NORTHWEST DEVELOPMENT PH 4 LOT 5-2A	9
CANNON, CHARLES & JO	4537 NORTHWEST DEVELOPMENT PH 4 LOT 5-3	7
HAYES, ROGER D	76262 NORTHWEST DEVELOPMENT PH 4 LOT 5-3A	9
RAY, PHILLIP K	75028 NORTHWEST DEVELOPMENT PH 4 LOT 5-4	5
LEWIS, N MAKI, ANN LEV	75048 NORTHWEST DEVELOPMENT PH 4 LOT 5-4A	3

DENTON COUNTY TAX MAP REPORT FOR THE DESIGNATED AREA IN THE TOWN OF NORTHLAKE

Attachment 2

Page 55 of 600

HAWK, ROBERT STEPHE	76226 NORTHWEST DEVELOPMENT PH 4 LOT 5-5	5	
JORDAN, GERALD TR THI	76053 NORTHWEST DEVELOPMENT PH 4 LOT 5-5A	3	
RICHMOND, RANDY W &	76262 NORTHWEST DEVELOPMENT PH 4 LOT 6	23	
AVIATECH CORP	76262 NORTHWEST DEVELOPMENT PH 4 LOT 6-1	7	
HOLLISTE C/O MARTIN R	76262 NORTHWEST DEVELOPMENT PH 4 LOT 6-1A	9	
KNIESE, JAMES E	76034 NORTHWEST DEVELOPMENT PH 4 LOT 6-2	7	
WJ & J DEVELOPMENT LI	76226 NORTHWEST DEVELOPMENT PH 4 LOT 6-2A	9	
LEMMON, WILLIAM M &	76020 NORTHWEST DEVELOPMENT PH 4 LOT 6-3	7	
SUNK CO C/O ROBERT F	76202 NORTHWEST DEVELOPMENT PH 4 LOT 6-3A	9	
JTK DYER GROUP LLC	76092 NORTHWEST DEVELOPMENT PH 4 LOT 6-4	1	
LA ESTANCIA INVESTMEI	75024 NORTHWEST DEVELOPMENT PH 4 LOT 6-4A	2	
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT PH 4 LOT 6-5	3	
KIMBERWICK INVESTME	76092 NORTHWEST DEVELOPMENT PH 4 LOT 6-5A	6	
HAWK, ROBERT STEPHE	76226 NORTHWEST DEVELOPMENT PH 4 LOT 6-6	3	
BARKER, TERRY & KARE	76248 NORTHWEST DEVELOPMENT PH 4 LOT 6-6A	3	
DAVIS PARK VENTURES,	76092 NORTHWEST DEVELOPMENT PH 4 LOT 6-7	3	
HIGHTOWER, ROBERT TI	75418 NORTHWEST DEVELOPMENT PH 4 LOT 6-7A	6	
MITCHELL, JOHN BROOK	76248 NORTHWEST DEVELOPMENT PH 4 LOT 6-8	1	
SHARP, CAREY F	75022 NORTHWEST DEVELOPMENT PH 4 LOT 6-8A	2	
TEXAS AIR CLASSICS INC	76262 NORTHWEST DEVELOPMENT PH 4 LOT 7	23	
FORREST JOHNSON PRO	76182 NORTHWEST DEVELOPMENT PH 4 LOT 7-1	7	
AERO VALLEY PROP LTD	76262 NORTHWEST DEVELOPMENT PH 4 LOT 7-1A	9	
KASS, TED	75019 NORTHWEST DEVELOPMENT PH 4 LOT 7-2	7	
RICHMOND, RANDY & M	76262 NORTHWEST DEVELOPMENT PH 4 LOT 7-2A	9	
GRAHAM MORTGAGE CO	75219 NORTHWEST DEVELOPMENT PH 4 LOT 7-3	7	
REEVES, DOUGLAS G	75077 NORTHWEST DEVELOPMENT PH 4 LOT 7-3A	9	
BRUNKENHOEFER, GLEN	76226 NORTHWEST DEVELOPMENT PH 4 LOT 7-4	5	
WITT, PHILLIP D	76262 NORTHWEST DEVELOPMENT PH 4 LOT 7-4A	3	
REDI-MIX #135	76040 NORTHWEST DEVELOPMENT PH 4 LOT 7-5	5	
LONGBO C/O ROBERT SC	75077 NORTHWEST DEVELOPMENT PH 4 LOT 7-5A	3	
GRAHAM, BLAKE	76262 NORTHWEST DEVELOPMENT PH 4 LOT 8	23	
ROANOKE AIR AND AUTO	76226 NORTHWEST DEVELOPMENT PH 4 LOT 8-1	14	
HAWK, ROBERT STEPHE	76226 NORTHWEST DEVELOPMENT PH 4 LOT 8-1A	9	
SUNK CO C/O ROBERT F	76202 NORTHWEST DEVELOPMENT PH 4 LOT 8-2	14	
GIERISCH, CARL E SR & N	76262 NORTHWEST DEVELOPMENT PH 4 LOT 8-2A	9	
BUSH, LELAND (DAN) & I	75071 NORTHWEST DEVELOPMENT PH 4 LOT 8-3	14	
HUDGINS, JOE ALLEN	76262 NORTHWEST DEVELOPMENT PH 4 LOT 8-3A	9	
NASH CANYON FALLS, LL	75244 NORTHWEST DEVELOPMENT PH 4 LOT 8-4	16	
HAWK, ROBERT STEPHE	76226 NORTHWEST DEVELOPMENT PH 4 LOT 8-4A	11	
HASKINS, JAMES L	76262 NORTHWEST DEVELOPMENT PH 4 LOT 9	23	
MULLINS, DIANE TRUST	78028 NORTHWEST DEVELOPMENT PH 4 LOT ACCESS AREA ACRES 5.79	608	
PLANE SHOP LLC	76262 SOUTHWEST DEVELOPMENT PH 1 LOT 10	441,876	11607 AIRWAY BLVD
BLAKEY ENGINE SERVICE	76262 SOUTHWEST DEVELOPMENT PH 1 LOT 1A	878	11567 AIRWAY BLVD
TALLY, EDWARD C III GR	76247 SOUTHWEST DEVELOPMENT PH 1 LOT 2	188,608	11579 AIRWAY BLVD
DENCO ENTERPRISES LLC	76226 SOUTHWEST DEVELOPMENT PH 1 LOT 2A	869	1201 AIRWAY BLVD
BLAKE, TIM W & SUSAN	76092 SOUTHWEST DEVELOPMENT PH 1 LOT 3	147,097	11565 AIRWAY BLVD
GATES, DWAYNE A	76262 SOUTHWEST DEVELOPMENT PH 1 LOT 3A	842	
FRITZEL, MICHAEL P & P	76248 SOUTHWEST DEVELOPMENT PH 1 LOT 4	200,000	11569 AIRWAY BLVD
SOLIDAY, JON	75006 SOUTHWEST DEVELOPMENT PH 1 LOT 4A	842	
CHANCE, MICHAEL DAVI	76262 SOUTHWEST DEVELOPMENT PH 1 LOT 5	140,115	11559 AIRWAY BLVD
AVARY FAMILY LTD PS	76092 SOUTHWEST DEVELOPMENT PH 1 LOT 5A	842	
POLLARD AIRCRAFT SALE	76106 SOUTHWEST DEVELOPMENT PH 1 LOT 6	185,793	11563 AIRWAY BLVD
ALLIANCE PROCESSORS I	76177 SOUTHWEST DEVELOPMENT PH 1 LOT 6A	842	
TABOR, KENNETH	76262 SOUTHWEST DEVELOPMENT PH 1 LOT 7A	842	
BARTH, MARC P	75022 SOUTHWEST DEVELOPMENT PH 1 LOT 8	245,000	11561 AIRWAY BLVD
AIR HOUND LLC	75077 SOUTHWEST DEVELOPMENT PH 1 LOT 8A	842	
DOORES, SCOTT	75077 SOUTHWEST DEVELOPMENT PH 1 LOT 9	42,889	
XTRI SERVICES	76262 SOUTHWEST DEVELOPMENT PH 2 BLK 1 LOT 1R	43,046	11531 AIRWAY BLVD
FRITZEL, MICHAEL P& PA	76262 SOUTHWEST DEVELOPMENT PH 2 BLK 1 LOT 7R	300,000	11519 AIRWAY BLVD
AERO VALLEY PROP LTD	76262 SOUTHWEST DEVELOPMENT PH 2 LOT 2	378,599	11551 AIRWAY BLVD
JTR HOLDINGS LLC	75027 SOUTHWEST DEVELOPMENT PH 2 LOT 2A	6,758	
POLLARD AIRCRAFT SALE	76106 SOUTHWEST DEVELOPMENT PH 2 LOT 4	255,000	11549 AIRWAY BLVD
YOUNG, JEAN	76262 SOUTHWEST DEVELOPMENT PH 2 LOT 4A	829	11549 AIRWAY BLVD
NEW LIVING INV INC	76262 SOUTHWEST DEVELOPMENT PH 2 LOT 6	187,121	11565 AIRWAY BLVD
GARCIA, BRENDA SUE	76248 SOUTHWEST DEVELOPMENT PH 2 LOT 6A	6,726	
FRITZEL, MICHAEL P & P	76248 SOUTHWEST DEVELOPMENT PH 2 LOT 8A	6,775	
		24,563,021	

DENTON County		2016 CERTIFIED TOTALS		As of Certification	
Property Count: 442		W42 - CANYON FALLS WCID NO 2 ARB Approved Totals		7/22/2016	5:05:33PM
Land		Value			
Homesite:		5,820,604			
Non Homesite:		21,886,918			
Ag Market:		799,151			
Timber Market:		0		Total Land	(+) 28,506,673
Improvement		Value			
Homesite:		14,006,670			
Non Homesite:		405,409		Total Improvements	(+) 14,412,079
Non Real		Count	Value		
Personal Property:	3	196,324			
Mineral Property:	0	0			
Autos:	0	0		Total Non Real	(+) 196,324
				Market Value	= 43,115,076
Ag		Non Exempt	Exempt		
Total Productivity Market:	799,151	0			
Ag Use:	2,429	0		Productivity Loss	(-) 796,722
Timber Use:	0	0		Appraised Value	= 42,318,354
Productivity Loss:	796,722	0			
				Homestead Cap	(-) 0
				Assessed Value	= 42,318,354
				Total Exemptions Amount (Breakdown on Next Page)	(-) 15,798
				Net Taxable	= 42,302,556

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
298,233.02 = 42,302,556 * (0.705000 / 100)

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 442	W42 - CANYON FALLS WCID NO 2 ARB Approved Totals	7/22/2016 5:07:32PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DV1	1	0	5,000	5,000
DV3	1	0	10,000	10,000
EX-XU	3	0	798	798
	Totals	0	15,798	15,798

DENTON County		2016 CERTIFIED TOTALS		As of Certification	
Property Count: 6		W42 - CANYON FALLS WCID NO 2 Under ARB Review Totals		7/22/2016	5:05:33PM
Land		Value			
Homesite:		1,640			
Non Homesite:		47,018			
Ag Market:		0			
Timber Market:		0	Total Land	(+) 48,658	
Improvement		Value			
Homesite:		0			
Non Homesite:		0	Total Improvements	(+) 0	
Non Real		Count	Value		
Personal Property:	0		0		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+) 0
			Market Value	= 48,658	
Ag		Non Exempt	Exempt		
Total Productivity Market:	0		0		
Ag Use:	0		0	Productivity Loss	(-) 0
Timber Use:	0		0	Appraised Value	= 48,658
Productivity Loss:	0		0	Homestead Cap	(-) 0
				Assessed Value	= 48,658
				Total Exemptions Amount (Breakdown on Next Page)	(-) 0
				Net Taxable	= 48,658

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)

343.04 = 48,658 * (0.705000 / 100)

Tax Increment Finance Value:

0

Tax Increment Finance Levy:

0.00

DENTON County	2016 CERTIFIED TOTALS	As of Certification
	W42 - CANYON FALLS WCID NO 2	
		7/22/2016 5:07:32PM

Exemption Breakdown				
Exemption	Count	Local	State	Total
	Totals			

DENTON County		2016 CERTIFIED TOTALS		As of Certification	
Property Count: 448		W42 - CANYON FALLS WCID NO 2		7/22/2016 5:05:33PM	
		Grand Totals			
Land		Value			
Homesite:		5,822,244			
Non Homesite:		21,933,936			
Ag Market:		799,151			
Timber Market:		0	Total Land	(+)	28,555,331
Improvement		Value			
Homesite:		14,006,670			
Non Homesite:		405,409	Total Improvements	(+)	14,412,079
Non Real		Count	Value		
Personal Property:	3	196,324			
Mineral Property:	0	0			
Autos:	0	0	Total Non Real	(+)	196,324
			Market Value	=	43,163,734
Ag		Non Exempt	Exempt		
Total Productivity Market:	799,151	0			
Ag Use:	2,429	0	Productivity Loss	(-)	796,722
Timber Use:	0	0	Appraised Value	=	42,367,012
Productivity Loss:	796,722	0			
			Homestead Cap	(-)	0
			Assessed Value	=	42,367,012
			Total Exemptions Amount (Breakdown on Next Page)	(-)	15,798
			Net Taxable	=	42,351,214

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 298,576.06 = 42,351,214 * (0.705000 / 100)

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 448	W42 - CANYON FALLS WCID NO 2 Grand Totals	7/22/2016 5:07:32PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DV1	1	0	5,000	5,000
DV3	1	0	10,000	10,000
EX-XU	3	0	798	798
Totals		0	15,798	15,798

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 442	W42 - CANYON FALLS WCID NO 2 ARB Approved Totals	7/22/2016 5:07:32PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	96		\$12,221,318	\$17,555,119
C1	VACANT LOTS AND LAND TRACTS	133		\$0	\$9,066,450
D1	QUALIFIED AG LAND	6	38.9829	\$0	\$799,151
E	FARM OR RANCH IMPROVEMENT	6	19.1243	\$0	\$392,050
L1	COMMERCIAL PERSONAL PROPERTY	3		\$193,000	\$196,324
O	RESIDENTIAL INVENTORY	229		\$2,088,426	\$15,105,184
X	TOTALLY EXEMPT PROPERTY	3		\$0	\$798
	Totals		58.1072	\$14,502,744	\$43,115,076

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 6	W42 - CANYON FALLS WCID NO 2 Under ARB Review Totals	7/22/2016 5:07:32PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
E	FARM OR RANCH IMPROVEMENT	6	276.1839	\$0	\$48,658
	Totals		276.1839	\$0	\$48,658

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 448	W42 - CANYON FALLS WCID NO 2 Grand Totals	7/22/2016 5:07:32PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	96		\$12,221,318	\$17,555,119
C1	VACANT LOTS AND LAND TRACTS	133		\$0	\$9,066,450
D1	QUALIFIED AG LAND	6	38.9829	\$0	\$799,151
E	FARM OR RANCH IMPROVEMENT	12	295.3082	\$0	\$440,708
L1	COMMERCIAL PERSONAL PROPERTY	3		\$193,000	\$196,324
O	RESIDENTIAL INVENTORY	229		\$2,088,426	\$15,105,184
X	TOTALLY EXEMPT PROPERTY	3		\$0	\$798
	Totals		334.2911	\$14,502,744	\$43,163,734

**DENTON COUNTY TAX REPORT FOR THE
DESIGNATED AREA IN DENTON COUNTY**

Attachment 3

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 442	W42 - CANYON FALLS WCID NO 2 ARB Approved Totals	7/22/2016 5:07:32PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A017	BUILDER HOME PLANS - REFERENCE ON	34		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	62		\$12,221,318	\$17,555,119
C1	REAL, VACANT PLATTED RESIDENTIAL L	133		\$0	\$9,066,450
D1	QUALIFIED AG LAND	6	38.9829	\$0	\$799,151
E4	VACANT NON QUALIFIED NON HOMESITE	6		\$0	\$392,050
L1	BPP TANGIBLE COMERCIAL PROPERTY	2		\$193,000	\$193,000
L3	BPP TANGIBLE COMMERCIAL LEASED E	1		\$0	\$3,324
OA1	INVENTORY, RESIDENTIAL SINGLE FAMI	8		\$2,088,426	\$2,706,618
OC1	INVENTORY, VACANT PLATTED LOTS/TR	221		\$0	\$12,398,566
X		3		\$0	\$798
	Totals		38.9829	\$14,502,744	\$43,115,076

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 6	W42 - CANYON FALLS WCID NO 2 Under ARB Review Totals	7/22/2016 5:07:32PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
E1	LAND AND IMPROVMENTS (NON AG QUA	1		\$0	\$1,640
E3	MOBILE HOMES ON NON AG QUALIFIED L	1		\$0	\$6,721
E4	VACANT NON QUALIFIED NON HOMESITE	6		\$0	\$40,297
	Totals		0.0000	\$0	\$48,658

**DENTON COUNTY TAX REPORT FOR THE
DESIGNATED AREA IN DENTON COUNTY**

Attachment 3

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 448	W42 - CANYON FALLS WCID NO 2 Grand Totals	7/22/2016 5:07:32PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A017	BUILDER HOME PLANS - REFERENCE ON	34		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	62		\$12,221,318	\$17,555,119
C1	REAL, VACANT PLATTED RESIDENTIAL L	133		\$0	\$9,066,450
D1	QUALIFIED AG LAND	6	38.9829	\$0	\$799,151
E1	LAND AND IMPROVMENTS (NON AG QUA	1		\$0	\$1,640
E3	MOBILE HOMES ON NON AG QUALIFIED L	1		\$0	\$6,721
E4	VACANT NON QUALIFIED NON HOMESITE	12		\$0	\$432,347
L1	BPP TANGIBLE COMERCIAL PROPERTY	2		\$193,000	\$193,000
L3	BPP TANGIBLE COMMERCIAL LEASED E	1		\$0	\$3,324
OA1	INVENTORY, RESIDENTIAL SINGLE FAMI	8		\$2,088,426	\$2,706,618
OC1	INVENTORY, VACANT PLATTED LOTS/TR	221		\$0	\$12,398,566
X		3		\$0	\$798
	Totals		38.9829	\$14,502,744	\$43,163,734

DENTON County	2016 CERTIFIED TOTALS	As of Certification
Property Count: 448	W42 - CANYON FALLS WCID NO 2 Effective Rate Assumption	7/22/2016 5:07:32PM

New Value

TOTAL NEW VALUE MARKET:	\$14,502,744
TOTAL NEW VALUE TAXABLE:	\$14,502,744

New Exemptions

Exemption	Description	Count
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ABSOLUTE EXEMPTIONS VALUE LOSS

Exemption	Description	Count	Exemption Amount
DV1	Disabled Veterans 10% - 29%	1	\$5,000
DV3	Disabled Veterans 50% - 69%	1	\$10,000
PARTIAL EXEMPTIONS VALUE LOSS		2	\$15,000
NEW EXEMPTIONS VALUE LOSS			\$15,000

Increased Exemptions

Exemption	Description	Count	Increased Exemption_Amount
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INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS	\$15,000
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New Ag / Timber Exemptions

New Annexations

New Deannexations

Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
24	\$314,617	\$0	\$314,617
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
24	\$314,617	\$0	\$314,617

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
6	\$48,658.00	\$34,302



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: October 3, 2016

FROM: Eric Greaser, Fire Chief 

ITEM: Consider approval of a revised Interlocal Agreement for Use of Facilities and Services with the Argyle Independent School District for the temporary use of certain rooms by the Flower Mound Fire Department, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town of Flower Mound is currently constructing a facility known as the Western O&M building at 6566 Stonecrest Road that is to be utilized by Flower Mound Fire and Emergency Services as a Temporary Fire Station. The scheduled opening of this facility was to occur in late August or early September of 2016. Due to construction delays on this facility and the reconstruction of Stonecrest Road from Canyon Falls Drive to the northern Town limits, the schedule has now been pushed back to late November.

Flower Mound Fire and Emergency Services have worked with the Argyle ISD to find an agreeable solution to this delay. The Argyle middle school opened its doors for students this August and serves a student population of over six hundred. The facility was constructed for future growth and contains a few classrooms as well as a "life skills apartment" that are not currently being utilized. This agreement provides access to this unused portion of the facility to be utilized as temporary quarters for FMFD Paramedic Engine 506.

The Town of Flower Mound agrees to pay a small fee for utilities in the amount of \$15.00 per day. This agreement is short term and will be utilized only until the Town's facility is completed and road conditions suitable for emergency response.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$1,800.00

Proposed Expenditure:	Account Number(s):
\$1,800.00	319-560-63000-5110

Finance Review by: Debra Wallace, Deputy Town Manager/CFO

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

ATTACHMENTS:

1. Interlocal Agreement for Use of Facilities and Services with Argyle Independent School District

RECOMMENDATION: Move to approve a revised Interlocal Agreement for Use of Facilities and Services with the Argyle Independent School District for the temporary use of certain rooms by the Flower Mound Fire Department, and authorize the Mayor to execute same on behalf of the Town.

State of Texas §
County of Tarrant §

**INTERLOCAL AGREEMENT FOR
 USE OF FACILITIES AND SERVICES**

This Interlocal Agreement ("this Agreement") is made between the **Town of Flower Mound**, Texas (the "Town"), a home rule municipality, and the **Argyle Independent School District**, (the "District"), a political subdivision of the State of Texas.

WHEREAS, Chapter 791, Government Code, and Section 271.102, Local Government Code, authorize school districts and municipalities in the State of Texas to contract with one another for the providing of various governmental functions and services; and

WHEREAS, the District currently owns Argyle Middle School located at 6601 Canyon Falls Dr., Argyle, Texas 76226; and

WHEREAS, the District is currently not utilizing certain rooms located at Argyle Middle School; and

WHEREAS, the Town is in need of facilities to temporarily operate Flower Mound Fire Department ("FMFD") Engine 506 out of, while a more permanent fire station is now under construction at 6566 Stonecrest Rd., Argyle, Texas 76226; and

WHEREAS, the Town desires to use certain unused rooms located at Argyle Middle School for a temporary operation station for FMFD Engine 506, such use being more fully described herein; and

WHEREAS, the Town and the District agree to provide certain services to the other party, as more fully described herein; and

WHEREAS, a valid governmental purpose is served by use of such facilities and the services to be provided hereunder in order to maximize the benefits to the citizens of the Town and the District derived from each tax payer dollar; and

WHEREAS, the Town and the District agree to fund this use of the Facilities and services as set forth herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the District and the Town agree as follows:

A. Use of Facilities

1. The Town shall be entitled to use of the following rooms and equipment located at Argyle Middle School, 6601 Canyon Falls Dr., Argyle, Texas 76226. The rooms are the Life Apartment, Rm. No. 1021, including the restroom and shower; the Storage Closet, Rm. No. 1021C; the Office Room, Rm. No. 1021B; Rm. No. 1022; and the fixed or built in equipment, including but not limited to the washer, dryer, sink, microwave, cooktop, refrigerator,

shower, and restroom (hereinafter the "Facilities"), under the following conditions:

- a. The Town would be granted access to Argyle Middle School, the parking lot, and Facilities at all times during the term of this Agreement.
 - b. The Town would be allowed to move in certain furnishings to fulfill the FMFD's needs including but not limited to refrigerators, easy chairs, desks, desk chairs, beds, rolling gear racks, televisions, and radio equipment with antennas.
 - c. The District will supply the town with the necessary keys and/or access codes needed for the FMFD to access the Facilities at all times.
 - d. The Town will be allowed to secure the Facilities with locks or other devices to limit unauthorized access to the Facilities.
2. The Town will be allowed to utilize the parking lot for the parking of Engine 506 and the personal vehicles of the members of the FMFD that will be using the Facilities. The Engine and personal vehicles will be parked in agreed to spaces to minimize any disruption to normal school operations. If necessary, Engine 506 will be relocated or will vacate the school's property during student pick-up and drop-off times to avoid interference with those activities.
 3. The Town agrees that only uniformed personnel of the Town will be onsite at and around the Facilities. The FMFD will not have any riders or paramedic students at the or around the Facilities.
 4. The Town shall minimize the noise produced by the FMFD operations within and around the Facilities. This includes inside operations as well as use of the emergency siren on school property when possible.
 5. The Town will pay the District a sum of \$10.00 for the use of the Facilities for the entire term of this agreement. This payment will be made to the District by September 18, 2016.
 6. Nothing in this Agreement shall hinder the FMFD's duties to the safety and welfare of the general public.

B. Town Services

1. The Town agrees to pay \$15.00 per day the entire Term of this agreement to compensate the District for the utility costs associated with the FMFD use of the Facilities. The District shall send the Town at the end of each calendar. Town will have 30 days to pay the invoice.

2. The Town agrees to maintain and keep in good repair the interior and exterior Facilities. The Town is not responsible for any renovation costs to the Facilities and not responsible for repairs not attributed to the Town.
3. The Town agrees that upon termination of this agreement, the Facilities shall be returned to the conditions they were in prior to the Town taking possession of the Facilities.

C. District Services

District shall provide the Facilities with powered electrical outlets, running water, and air conditioning at all times.

D. Term and Termination

This Agreement shall be effective September 18, 2016, at which time the Town may occupy the Facility. This Agreement shall terminate on December 31, 2016, at which time the Town will return the Facility to its original condition and the District will have possession. Should the term of this agreement be extended, it must be done so in writing and signed by both parties.

E. Hold Harmless

Town and District waive all claims against each other and agree to release each other, and each other's officials, agents, officers and employees in both their public and private capacities, from any and all claims, suits demands, losses, damages, causes of action and liability of every kind including, but not limited to, court costs and attorney's fees which may arise due to any death or injury to any person, or the loss of, damage to or loss of use of any property arising out of or occurring as a consequence of the performance of this Agreement, whether such injuries, death or damages are caused by the sole negligence or joint negligence of Town, District, or their officials, agents, officers, or employees. Third party claims against Town or District shall be governed by the Texas Tort Claims Act or other appropriate statutes and laws of the State of Texas and the United States. It is expressly understood and agreed that in the execution of this Agreement, Town and District do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions.

F. Notices

Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, addressed as follows:

If to Town: Town of Flower Mound
 Attn: Town Manager
 2121 Cross Timbers Road
 Flower Mound, Texas 75028

If to District: Argyle Independent School District
 Attn: Superintendent
 800 Eagle Drive
 Argyle, Texas 76226

G. Miscellaneous

1. By execution of this Agreement, each party represents to the other that:
 - a. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;
 - b. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect;
 - c. All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and
 - d. All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.
2. This Agreement supersedes all prior agreements and representations concerning the matters contained herein, and constitutes the complete agreement between the parties.
3. The Town and District agree that no promise or agreement which is not herein expressed has been made to either party and that neither party is relying upon any statement or representation other than the terms stated in this Agreement.
4. No amendments to the Agreement shall be binding unless reduced to writing and signed by both parties.
5. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
6. This Agreement is fully performable in Denton County, Texas. Venue for any claim under this Agreement shall be in Denton County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the ____ day of _____, 2016.

ARGYLE INDEPENDENT SCHOOL DISTRICT

By: _____,
_____, President
Board of Trustees

ATTEST:

_____, Secretary
Board of Trustees

TOWN OF FLOWER MOUND

By: _____,
_____, Mayor

ATTEST:

Theresa Scott
Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: October 3, 2016

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: Consider approval of the award of Request for Proposal Number 2016-50 to Platinum Cottages, LLC, for the purchase, delivery, and set-up of park models for Twin Coves Park in a not-to-exceed amount of \$920,000; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On June 5, 2016, a Request for Proposal was issued and a notice to proposers was advertised. A review was conducted by the Community Services Department and MHS Planning & Design, LLC to ensure all requirements were met as specified for this service. Platinum Cottages, LLC was selected as the vendor for this service. At the Town's option, this cost includes Furniture, Fixtures, and Equipment necessary to stock the cabins.

The selected vendor will construct, deliver, install, and set-up 20 park models at Twin Coves Park.

FISCAL IMPACT: \$920,000

Proposed Expenditure:	Account Number(s):
\$540,000.00	532-110-90802
\$380,000.00	630-960-90802

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Contract
2. RFP Scoring Spreadsheet
3. Park Model Exterior examples

RECOMMENDATION: Move to approve the award of Request for Proposal Number 2016-50 to Platinum Cottages, LLC, for the purchase, delivery, and set-up of park models for Twin Coves Park in a not-to-exceed amount of \$920,000; and authorize the Mayor to execute same on behalf of the Town.

	CONTRACT	1. Contract No.: 2016-50
		2. Contract Title: Best Value Bid for the Purchase of Park Models for Twin Coves Park
		3. Council Approval Date October 3, 2016
4. Name and Address of Town Town of Flower Mound 2121 Cross Timbers Road Flower Mound, Texas 75028	5. Name and Address of Contractor Platinum Cottages, LLC 9770 S. H, 31 W. Malakoff, Texas 75148 Attn: Tim Rutledge E-Mail: trutledge@platinumparkhomes.com Phone: 866-553-6025	
6. Contract Agreed Amount: Not to exceed \$920,000		
7. The Town of Flower Mound (Town) and the Contractor agree to perform this Contract in strict accordance with the documents <u>listed below</u>, all of which are made a part of this contract: Attachment A: Proposers Response Attachment B: Specifications/Scope of Work Attachment C: Special Provisions Attachment D: General Terms and Conditions		
8. Performance Period: One (1) year	9. Approved as to Form: _____ N/A Town's Legal Counsel	
10. Platinum Cottages, LLC By _____ (Signature of Authorized Representative) Date Signed: _____ Print Name:	11. Town of Flower Mound By _____ (Signature of Authorized Representative) Date Signed: _____ Tom Hayden, Mayor	

BID RESPONSE FORMS

ATTACHMENT A

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

FROM: Platinum Cottages LLC
PROPOSER

1 BID PRICING:

The undersigned, as an independent contractor, hereby offers to provide the Town of Flower Mound (Town), at the terms and conditions contained in this Solicitation No 2016-50 and this Bid, the following goods and/or services at the prices hereby bid:

Bid Pricing
Best Value Bid for the Purchase of Park Models for Twin Coves Park

ITEM NO.	DESCRIPTION	EST QTY	UNIT PRICE
1	Single Bedroom Park Model with Loft <i>Trinca</i>	8	43,433
2	Single Bedroom Park Model with Bunk Bed Area <i>Hill Country</i>	8	38,244
3	Single Bedroom Accessible Park Model <i>Honeyuckle</i>	3	38,014
4	Single Bedroom Park Model <i>"Dandelion"</i>	1	32,516
			PRICE PER INSTALL
5	Delivery and Install Single Bedroom Park Model with Loft		3578
6	Delivery and Install Single Bedroom Park Model with Bunk Bed Area		3578
7	Delivery and Install Single Bedroom Accessible Park Model		3578
8	Delivery and Install Single Bedroom Park Model		3578

Number of days for delivery after receipt of order: 60 /days

BID RESPONSE FORMS

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

FROM: Platinum Cottages LLC
 PROPOSER

1 BID PRICING:

The undersigned, as an independent contractor, hereby offers to provide the Town of Flower Mound (Town), at the terms and conditions contained in this Solicitation No. 2016-50 and this Bid, the following goods and/or services at the prices hereby bid:

Bid Pricing
Best Value Bid for the Purchase of Park Models for Twin Coves Park

ITEM NO.	DESCRIPTION	EST QTY	UNIT PRICE
1	Single Bedroom Park Model with Loft	8	
2	Single Bedroom Park Model with Bunk Bed Area	8	
3	Single Bedroom Accessible Park Model	3	
4	Single Bedroom Park Model <u>Still Water</u>	1	<u>41,706</u>
			PRICE PER INSTALL
5	Delivery and Install Single Bedroom Park Model with Loft		
6	Delivery and Install Single Bedroom Park Model with Bunk Bed Area		
7	Delivery and Install Single Bedroom Accessible Park Model		
8	Delivery and Install Single Bedroom Park Model		<u>3578</u>

Number of days for delivery after receipt of order: 10 /days

BID RESPONSE FORMS

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

FROM: Platinum Cottages LLC
 PROPOSER

1 BID PRICING:

The undersigned, as an independent contractor, hereby offers to provide the Town of Flower Mound (Town), at the terms and conditions contained in this Solicitation No. 2016-50 and this Bid, the following goods and/or services at the prices hereby bid:

Bid Pricing
Best Value Bid for the Purchase of Park Models for Twin Coves Park

ITEM NO.	DESCRIPTION	EST QTY	UNIT PRICE
1	Single Bedroom Park Model with Loft <i>Tumbleweed</i>	8	<i>41,804</i>
2	Single Bedroom Park Model with Bunk Bed Area	8	
3	Single Bedroom Accessible Park Model	3	
4	Single Bedroom Park Model <i>Eagles Landing</i>	1	<i>41,385</i>
			PRICE PER INSTALL
5	Delivery and Install Single Bedroom Park Model with Loft		<i>3578</i>
6	Delivery and Install Single Bedroom Park Model with Bunk Bed Area		
7	Delivery and Install Single Bedroom Accessible Park Model		
8	Delivery and Install Single Bedroom Park Model		<i>3578</i>

Number of days for delivery after receipt of order: 60 /days

BID RESPONSE FORMS

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

FROM: Platinum Cottages LLC
 PROPOSER

1 BID PRICING:

The undersigned, as an independent contractor, hereby offers to provide the Town of Flower Mound (Town), at the terms and conditions contained in this Solicitation No. 2016-50 and this Bid, the following goods and/or services at the prices hereby bid:

Bid Pricing
Best Value Bid for the Purchase of Park Models for Twin Coves Park

ITEM NO.	DESCRIPTION	EST QTY	UNIT PRICE
1	Single Bedroom Park Model with Loft	8	
2	Single Bedroom Park Model with Bunk Bed Area	8	
3	Single Bedroom Accessible Park Model	3	
4	Single Bedroom Park Model <i>Hillside</i>	1	<i>39,319</i>
			PRICE PER INSTALL
5	Delivery and Install Single Bedroom Park Model with Loft		
6	Delivery and Install Single Bedroom Park Model with Bunk Bed Area		
7	Delivery and Install Single Bedroom Accessible Park Model		
8	Delivery and Install Single Bedroom Park Model		<i>3578</i>

Number of days for delivery after receipt of order: 60 /days

BID RESPONSE FORMS

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

FROM: Platinum Cottages LLC
 PROPOSER

1 BID PRICING:

The undersigned, as an independent contractor, hereby offers to provide the Town of Flower Mound (Town), at the terms and conditions contained in this Solicitation No. 2016-50 and this Bid, the following goods and/or services at the prices hereby bid:

Bid Pricing
Best Value Bid for the Purchase of Park Models for Twin Coves Park

ITEM NO.	DESCRIPTION	EST QTY	UNIT PRICE
1	Single Bedroom Park Model with Loft	8	
2	Single Bedroom Park Model with Bunk Bed Area	8	
3	Single Bedroom Accessible Park Model	3	
4	Single Bedroom Park Model <i>Tumbleweed</i>	1	<i>31,577</i>
			PRICE PER INSTALL
5	Delivery and Install Single Bedroom Park Model with Loft		
6	Delivery and Install Single Bedroom Park Model with Bunk Bed Area		
7	Delivery and Install Single Bedroom Accessible Park Model		
8	Delivery and Install Single Bedroom Park Model		<i>3578</i>

Number of days for delivery after receipt of order: 60 /days

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C., Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an Interlocal Agreement with the Town and have prior authorization from the Contractor. If such participation is authorized, all purchases or services will be issued directly from, and shipped directly to, the local governmental entity requiring products or services. The Town shall not be held responsible for any orders placed, deliveries made or payment for products or services ordered by these entities. Each entity reserves the right to determine their participation in this Contract.

Proposer's authorized agent must indicate if Proposer agrees to allow other governmental entities to participate in this Contract, if awarded, under the same terms and conditions by checking the appropriate box below. Proposers will not be penalized for not agreeing to this provision.

- ☒ Yes, Agree to Cooperative Purchasing Provision
- ☐ No, Do Not Agree to Cooperative Purchasing Provision

3 INSURANCE REVIEW VERIFICATION

3.1 Does the proposer currently carry the insurance coverage as specified in the Special Provisions?

- ☐ Yes ☐ No

3.2 If no, has the proposer reviewed the steps necessary, including cost, with its insurance agent, broker or internal department to ensure it will obtain the specified insurance?

- ☒ Yes ☐ No

4 INSURANCE AFFIDAVIT

Town of Flower Mound Solicitation No. 2016-50

NAME OF PROPOSER: PLATINUM COTTAGES, LLCTo be completed by the Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 2016-50, and said Insurance shall be provided without change to the prices offered.

Name of Proposer: PLATINUM COTTAGES, LLC
 Authorized Agent (please print): JIM T. SMITH, CONTROLLER
 Authorized Agent's Signature: Jim T. Smith
 Date: 7/6/2016

To be completed by Proposer's Insurance provider:

I confirm that, if awarded the Contract, the Proposer name stated above either has insurance coverage or can obtain coverage in compliance with the requirements of Town of Flower Mound Solicitation No. 2016-50. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

Insurance Agency: Consolidated Insurance Partners
 Insurance Agent's Name (please print): Scott Thompson
 Insurance Agent's Signature: Scott Thompson
 Date: 07/06/2016

5 CONTRACTOR QUALIFICATIONSFirm Name: Platinum Cottages LLC Date Organized: 9/16/2013☐ Partnership ☒ CorporationAddress: 9770 S.H. 31 W.City: Malekoff State: TX Zip: 75148Telephone Number (s): 866-553-6025 Email: frutledge@platinumparkhomes.comNumber of years in business under present name: 2 yrs 9 mos.Former name(s) of organization: N/A**1. LIST OF SIMILAR COMPLETED PROJECTS:**

Amount of Contract	Type of Work	Date Completed	Name & Telephone Number of Owner
\$996,440	Build 20 Park Models	5/26/16	Northgate Resorts
		616-881-2166	Gretta Bossenbroek
\$1,503,862	Build 40 Park Models	1/5/16	Zachry Industrial Inc.
		210-588-5358	Jim Nelson

2. LIST OF SIMILAR PROJECTS UNDER CONSTRUCTION OR UNDER CONTRACT:

Amount of Contract	Type of Work	Date Completed	Name & Telephone Number of Owner

3. LIST SURETY BONDS IN FORCE ON ABOVE INCOMPLETE WORK (LIST 2):

Amount of Contract	Type of Work	Date Completed	Name & Telephone Number of Owner

6 BID ENDORSEMENT FORM

The undersigned, in submitting this Bid and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS BID, WHEN ACCEPTED BY THE TOWN, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE TOWN. Acceptance may be acknowledged in writing by an Acceptance Letter or Purchase Order issued by the Town, or a Contract document issued by the Town and executed by both parties, followed by a Notice to Proceed issued by the Town. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the Town. After Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

BID FOR SOLICITATION NO. 2016-50

SUBMITTED BY:

Platinum Cottages LLC
(OFFICIAL NAME OF PROPOSING FIRM)

By: 
(Original Signature of Proposing Firm's Authorized Agent)

*Must be signed for bid
to be considered responsive*

Tim Rutledge
(Typed or Printed Name)

Territory Sales Manager
(Title)

9770 S.H. 31 W.
(Mailing Address)

Mata Koff, Tx 75148
(City, State, Zip Code)

trutledge@PlatinumPdxHomes.com
(Email)

Cell 817-366-9142 - office 866 553-6025
(Telephone Number)

7/5/16
(Date Signed)



Platinum Cottages

ONE YEAR LIMITED WARRANTY

COVERAGE

Platinum Cottages warrants to the first retail purchaser that this Recreation Vehicle/Park Model Home is free from substantial manufacturing defects in material or workmanship under normal use, subject to the conditions set forth in this warranty. Substantial manufacturing defects will be repaired or replaced without charge for parts and labor.

TIME PERIOD

This warranty extends to the first retail purchaser for a period of one (1) year from the date of delivery of the RV/Park Model home to the first retail purchaser. (In some states, warranties are not restricted to the first retail purchaser, so this provision may not apply to you).

SERVICE

Under normal business conditions, repair will be performed on site within 90 days after written notice of defect has been received.

NOTICE

This warranty covers only those substantial manufacturing defects which become evident within one (1) year from the date of delivery and where written notice of the defect from the owner is received by Platinum Cottages no later than one (1) year and ten (10) days after the date of delivery to the first retail purchaser. Written notice of defect should first be sent by mail to the dealer from whom the model was purchased with a copy to Platinum Cottages. For further service concerning this warranty, contact the plant directly.

EXCLUSIONS, LIMITATION AND RESTRICTIONS

Platinum Cottages warranty does not include:

1. Coverage to correct defects attributable to owner's negligence or misuse after time of delivery.
2. Coverage to correct defects attributable to unauthorized repairs after the time of delivery.
3. Coverage to correct defects attributable to accidents, unauthorized use, alterations or modification.
4. Coverage to correct defects attributable to improper transportation, set-up, blocking, or leveling of the home.
5. Coverage to correct defects in appliances or other products that are separately warranted by other manufacturers.
6. Coverage under this warranty shall apply only to the first retail purchaser of the home. It is not transferable. Further, there is no coverage for commercial use. If the home is used for commercial use prior to a sale to the first retail purchaser, the warranty is void.
7. Coverage due to defects of minor imperfections. However, Platinum Cottages will warrant defects of minor imperfection for a period of 90 days from the date of delivery to the first retail purchaser. Defects of minor imperfection shall include, but not be limited to items such as moldings, draperies and rods, door locks and cosmetic imperfections such as scratches, chips, gouges and dents. These items should be corrected by the dealer.
8. In no event shall Platinum Cottages be liable for incidental or consequential damages, including, but not limited to loss of use, loss of profits, rental cost, lease and lot rental fees, spoiled goods and lost wages. (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding limitations or exclusion may not apply to you.)
9. THIS RECREATIONAL VEHICLE/PARK MODEL IS CONSTRUCTED IN ACCORDANCE WITH ANSI H19.5 OR OTHER APPLICABLE GOVERNMENTAL REGULATIONS AND HAS BEEN SOLD AS A STAND ALONE UNIT. ANY ALTERATION OF THIS HOME FOR THE PURPOSE OF ATTACHING A ROOM OR ATTACHING ANY OTHER TYPE OF ADDITION WITHOUT THE WRITTEN CONSENT OF PLATINUM COTTAGES RENDERS ALL MANUFACTURER'S WARRANTIES NULL AND VOID.

OTHER THAN AS SET FORTH ABOVE, PLATINUM COTTAGES MAKES NO OTHER EXPRESS WARRANTY WITH RESPECT TO THIS RECREATIONAL VEHICLE/PARK MODEL HOME. NO PERSON OR DEALER IS AUTHORIZED TO MAKE ANY REPRESENTATION, WARRANTY OR PROMISE ON BEHALF OF PLATINUM COTTAGES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO ONE YEAR. (Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you).

Platinum Cottages reserves the unrestricted right at any time to make changes in the design and improvements upon its product theretofore manufactured.

If additional information or assistance is required, Contact Consumer Service Department, 9770 State Hwy 31 West Mankin, TX 75148.

Serial No. _____

Model _____

11/1/13



Signtaure Series

Model: Trinca

Salesperson:
Texas
539FPSL
Tim
Exterior:
Total

	6/12 Roof pitch per print	STD	STD
	8/12 Roof pitch w/2X6 loft floor-try	\$ 400	
X	9/12 Roof pitch w/2X6 loft floor-try	STD	STD
	36" G panel steel door	STD	STD
1	36" door with blinds -porch & side	\$ 314	\$ 314
	Extra 36" door with blinds in bedroom	\$ 602	
	SGD with blinds	\$ 938	
X	Dual Pane Low E Windows	STD	STD
X	Metal Roof	STD	STD
X	2" Batts on flat 4 X 8 sheets fiber cement	STD	STD
	Lapped Fiber Cement Siding T/O	\$ 899	
	Exterior stain IPO Paint	\$ 350	
X	House wrap around home	STD	STD
X	Energy saving backer board	STD	STD
96	Front deck (per sq foot) 8'	\$ 25	\$ 2,400
	Rear deck (per sq foot)	\$ 25	
	Extra axle (porches over 4 feet & lofts)	\$ 325	
1	Wire Mesh Underbelly	\$ 159	\$ 169
1	12" Eaves (on 11 2 wide homes on y)	\$ 539	\$ 539
	Extra R-11 in floor	\$ 175	
	Extra R-11 in Ceiling	\$ 175	
X	Radiant Barrier	STD	STD
X	R22 in ceiling, R11 floors, R13 sidewalls	STD	STD
1	2 window clerestory	\$ 499	\$ 499
	3 Window clerestory	\$ 570	
	4 window clerestory	\$ 709	
	Log with chink on porch	\$ 899	
	Front With 4 Traps	\$ 839	
		\$ -	
X	Composite decking on porch	STD	STD
96	Cedar rails IPO vinyl porch rails (per sq ft)	\$ 140	\$ 134
	1/2 rock wood burning FP on porch	\$ 3566	

Interior:

X	Tape & textured walls	STD	STD
1	Plywood floor decking w/ water proofing	\$ 350.00	\$ 350
X	90" Sidewall height	STD	STD
X	Single Loft w/ 4 can lights, tv jack, recept	STD	STD
	dbl Loft w/ 4 can lights, tv jack, recept	\$ 4,460	
X	Water shut off valves	STD	STD
	SYP Through-out (walls & ceilings)	\$ 3600	
X	SYP Baseboard molding (3')	STD	STD
X	Lino flooring throughout	STD	STD
	Laminate flooring T/O	\$ 1,099	
X	SYP Solid Wood Interior Doors	STD	STD
	Bronze Fixtures T/O	\$ 165	
	SYP Wainscoting per sq ft	\$ 15	
	Additional SYP door	\$ 242	
X	SYP Window Trim and Casing	STD	STD
1	SYP Ceiling	\$ 1,079	\$ 1,079
	Stained baseboard and trim	\$ 180	
	Run A/C duct to loft per print	STD	STD
	Single Barn Door Closet	\$ 335	

Date:
7/6/2016
Serial Number:
Customer Name: Flower Mound - Twin Cove Park

Flooring/Payment Source:
Flooring/Payment Source: 2016-50

Base Price: \$ 33,236.00

Additional Options:
Total

	Water Heater Pan	\$ 20	
	1/2 SYP Ceiling	\$ 579	
	SYP Soffit in Kitchen	\$ 276	
	SYP Backsplash	\$ 120	
96	Chair rail in all living areas	\$ 150	\$ 144
	Twin bunk beds with mattresses	\$ 775	
	King bed w/ frame	\$ 685	
	Queen bed w/ frame	\$ 635	
	Sleeper Sofa	\$ 575	
2	Reading Lights	\$ 45	\$ 90
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	

Appliances:

X	17 Cu Ft Refrigerator Black	STD	STD
1	Icemaker for standard refrigerator	\$ 169	\$ 169
	30" gas range	STD	STD
	Coil top electric range	\$ 68	
	Smooth top electric range	\$ 259	
	Plumb for gas range (or gas line)	\$ 33	
	Garbage Disposal	\$ 163	
1	Dishwasher (18")	\$ 599	\$ 599
1	Microwave/Convection Oven	\$ 400	\$ 400
	40 600 BTU propane furnace	STD	STD
1	Omit 40 000 BTU propane furnace	\$ (300)	\$ (300)
X	20 gallon electric water heater	STD	STD
	Pump for washer/dryer 110/220	\$ 199	
	Run 8 wire for thermostat	\$ 15	
	Prep for outside a/c	\$ 95	
X	Stainless Sink 2 basin	STD	STD
	White Apron Farm Sink 2 basin	\$ 135	
	Stainless Apron Farm Sink 1 basin	\$ 450	
	SXS refrigerator w/ ice in door	\$ 1,120	
1	Drop in electric smooth cook top	\$ 50	\$ 50
	Stainless Appliances	\$ 500	
2	Prep for mini split (per blower)	\$ 55	\$ 110
	GE Front load washer/dryer 220v-white	\$ 1,920	

Bathroom:

X	40" Shower with glass door	STD	STD
	Handicap Bars	\$ 150	
	54" One piece tub w/ sliding glass door	\$ 201	
	Tile shower w/ sliding glass door	\$ 325	
1	Add medicine cabinet	\$ 59	\$ 59
1	Towel bar & paper tissue holder	\$ 15	\$ 15

Customer Initials _____ Customer Initials _____

X	Residential Nail on electrical boxes	STD	STD
	Wiring for 4 interior speakers	\$ 59	
	50 AMP std. with pigtail	STD	STD
1	100 amp electric service w/o power cord	\$ 25	\$ 25
1	Ceiling fan w/ light	\$ 118	\$ 118
1	Exterior ceiling fan no light kit	\$ 125	\$ 125
	Pendant Lighting	\$ 49	
X	AC quick disconnect	STD	STD
	Phone jack	\$ 25	
	TV jack (each) 2 STD	\$ 25	
	Electric Fireplace	\$ 380	
	Extra exterior receptacle (each) 1 STD	\$ 58	
	Extra interior receptacle	\$ 25	
	Interior Can Lights (4 standard)	\$ 41	
X	Exterior Coach Light	STD	STD
X	Interior panel box	STD	STD

Plumbing:

	Rain Showerhead (incl. no. off's)	\$ 120	
1	Handheld Shower	\$ 42	\$ 42
1	Outside water faucet (each)	\$ 40	\$ 40
		\$	
		\$	
		\$	

Color Choices:

Fascia Color	
Exterior Base	
Exterior Trim	
Metal Color	
Lino Color	
Carpet Color	
Laminate Color	
Cabinet Color	
Countertop Kit	
Countertop Bath	
Countertop Island	
Backsplash Kit	
Backsplash Bath	
Composite Deck Color	
Hardware	Brushed Nickel
Interior Paint	
Window Color	
Exterior Door Color	
Interior Door Color	
Interior Trim Color	
Inter Ceiling Fan Color	
Ext Ceiling Fan Color	

	Mission cabinet door color	STD	STD
X	Raised panel doorway	STD	STD
	Hantucket White cabinets	\$ 520	
	Gray Stained cabinets (raised panel)	\$ 520	
X	Wood shelves and wood drawers	STD	STD
X	Wood stiles	STD	STD
X	Hidden hinges	STD	STD
X	Lined Cabinets	STD	STD
	Laminate backsplash (kit & bath)	STD	STD
	Laminate edge (kit & bath)	STD	STD
1	6 x 6 ceramic (bath)	\$ 163	\$ 163
1	6" row of mosaic (kit)	\$ 340	\$ 340
	5" mosaic in the bath only	\$ 120	
	Full 6X6 ceramic backsplash (kit)	\$ 410	
	Full subway tile (kit) 2 rows (bth)	\$ 410	
	Full mosaic tile (kitchen only)	\$ 795	
X	Rounded laminate edge (kit & bath)	STD	STD
	island with rounded edge	\$ 189	
	Pantry in hall	\$ 276	
	HD Laminate	\$ 172	
	O/H cabinets above bed	\$ 250	
	Nightstand w/ reading light (each)	\$ 102	
	Decorative Entertainment Center	\$ (35)	
X	Linen in bath per print	STD	STD

Aftermarket: (We do not hold the warranty on these items)

1	Green 2 blower a/c-heat ductless	\$ 2,908	\$ 2,908
1	Electric Utility Connection	\$ 900	\$ 900
1	Delivery block, level and tie down	\$ 2,678	\$ 2,678

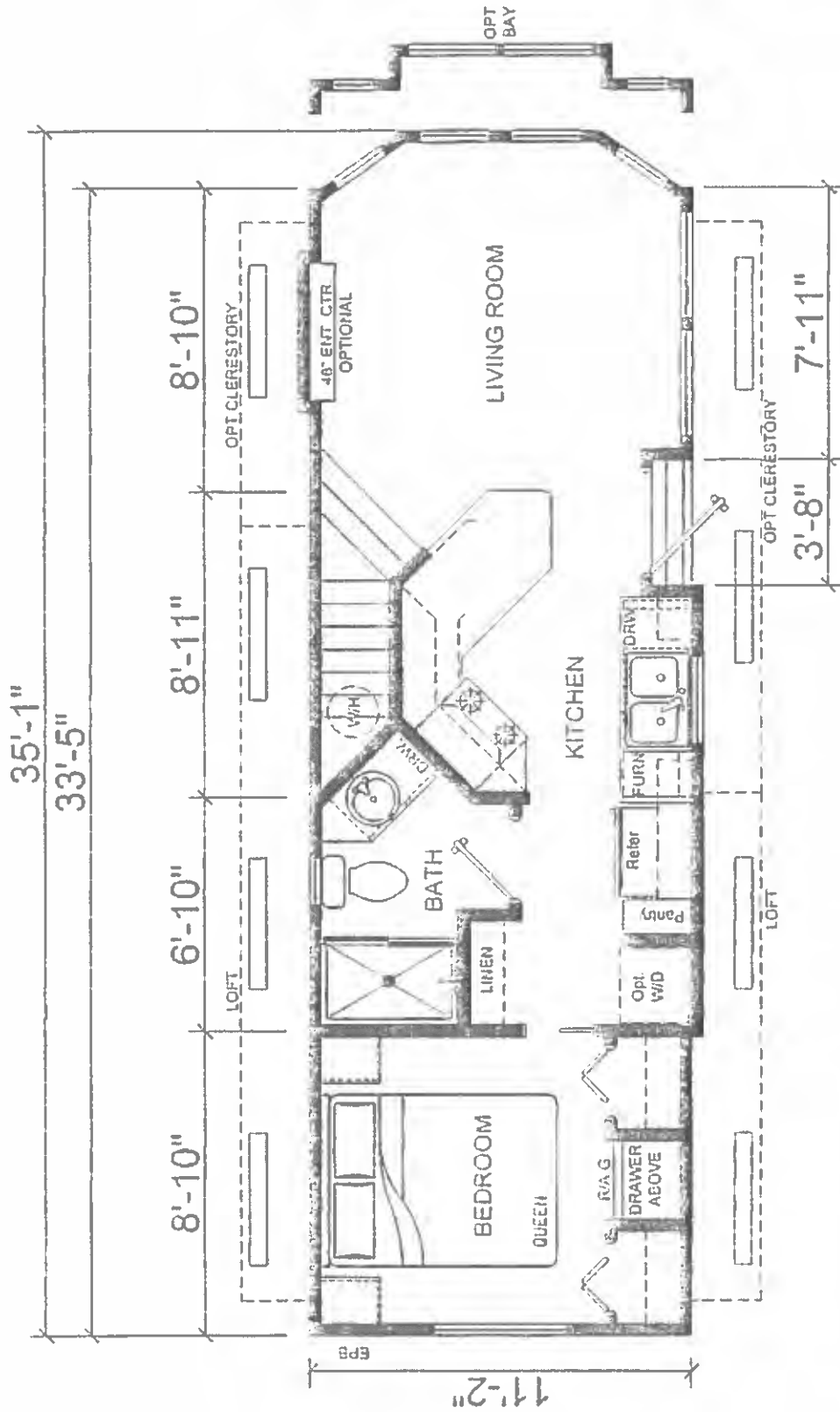
TOTAL UPGRADES \$ 14,275

TOTAL PRICE \$ 47,511

Special Instructions

A licensed electrician will make an electrical connection from the panel box in the Park Model to the Utility Disconnect box supplied by the City of Flower Mound no more than 5 feet from the pad site
Because of the angle of the porch and or eaves, a Coach Light will be installed in place of (IPO) Can Lights at all entrances

Customer Initials _____ Customer Initials



*Platinum
Cottages*

9/12
LOFT
399.19 SQ FT

REVISIONS		MODEL	539SL TRINCA	SHEET
		TITLE	LITERATURE PLAN	L-101
PROPRIETARY AND CONFIDENTIAL ALL DRAWINGS AND SPECIFICATIONS ARE OWNED BY PLATINUM COTTAGES AND CONSTRUCTION MATERIALS COMPANY		DRAWN BY	STAFF	DATE 02-13-2014
		SCALE	1/8" = 1'-0"	



Signtaure Series

Model: Tumbleweed

Salesperson:
Texas
576FPSL
Tim
Date:
7/6/2016
Serial Number:
Customer Name: Flower Mound - Twin Cove Park

Dealer PO#:
Flooring/Payment Source: 2016-50

Base Price: \$ 29,240.00

Exterior:
Total

	6/12 Roof pitch per print	STD	STD
1	8/12 Roof pitch w/2X6 loft floor-try	\$ 400	\$ 400
	9/12 Roof pitch w/2X6 loft floor-try	\$ 590	
	36" 6 panel steel door	STD	STD
1	36" door with blinds IPO solid	\$ 314	\$ 314
	Extra 36" door with blinds in bedroom	\$ 602	
	SGD with blinds	\$ 939	
X	Dual Pane Low E Windows	STD	STD
X	Metal Roof	STD	STD
X	2" Battis on flat 4 X 8 sheets fiber cement	STD	STD
	Lapped Fiber Cement Siding T/O	\$ 899	
	Exterior stain IPO Paint	\$ 350	
X	House wrap around home	STD	STD
X	Energy saving backer board	STD	STD
30	Front deck (per sq foot) 6" Standard	\$ 25	\$ 750
	Rear deck (per sq foot)	\$ 25	
	Extra axle (porches over 4 feet & offs)	\$ 325	
1	Wire Mesh Underbelly	\$ 69	\$ 69
	12" Eaves (on 11 2 wide homes only)	\$ 539	
	Extra R-11 in floor	\$ 175	
	Extra R-11 in Ceiling	\$ 175	
X	Radiant Barrier	STD	STD
X	R22 in ceiling, R11 floors, R13 sidewalls	STD	STD
1	2 window clerestory	\$ 499	\$ 499
	3 Window clerestory	\$ 570	
	4 window clerestory	\$ 799	
	Log with chalk on porch	\$ 399	
	Front With 4 Traps	\$ 839	
		\$ -	
X	Composite decking on porch	STD	STD
120	Cedar rails IPO way porch rails (per sq ft)	\$ 140	\$ 168
	1/2 rock wood burning FP on porch	\$ 3,566	

Interior:

X	Tape & textured walls	STD	STD
1	Plywood floor decking w/ water proofing	\$ 350.00	\$ 350
X	90" Sidewall height	STD	STD
1	Single Loft w/4 can lights tv jack, recept	\$ 2,997	\$ 2,997
	Dbl Loft w/4 can lights tv jack, recept	\$ 4,400	
X	Water shut off valves	STD	STD
	SYP Through out (walls & ceilings)	\$ 2,000	
X	SYP Baseboard molding (3)	STD	STD
X	L no flooring throughout	STD	STD
	Laminate flooring T/O	\$ 1,099	
X	SYP Solid Wood Interior Doors	STD	STD
	Bronze Fixtures T/O	\$ 165	
	SYP Wainscoting per sq ft	\$ 15	
	Additional SYP floor	\$ 242	
X	SYP Window Trim and Casing	STD	STD
1	SYP Ceiling	\$ 1,079	\$ 1,073
	Stained baseboard and trim	\$ 180	
	Run A/C duct to loft per print	STD	STD
	Single Barn Door Closet	\$ 335	

Additional Options:
Total

	Water Heater Pan	\$ 20	
	1 2 SYP Ceiling	\$ 579	
	SYP Sclit in Kitchen	\$ 276	
	SYP Backsplash	\$ 120	
82	Chair rail in living areas	\$ 160	\$ 123
1	Twin bunk beds with mattresses	\$ 725	\$ 725
	King bed w/ frame	\$ 505	
	Queen bed w/ frame	\$ 435	
	Sleeper Sofa	\$ 575	
2	Reading Lights	\$ 45	\$ 90
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	

Appliances:

X	17 Cu Ft Refrigerator Black	STD	STD
1	Ice maker for standard refrigerator	\$ 169	\$ 169
	30" gas range	STD	STD
		\$ -	
	Cool top electric range	\$ 68	
	Smooth top electric range	\$ 159	
	Plumb for gas range (or gas line)	\$ 93	
	Garbage Disposal	\$ 163	
1	Dishwasher (18")	\$ 599	\$ 599
1	Microwave/Convection Oven	\$ 100	\$ 100
	40,000 BTU propane furnace	STD	STD
1	Omit 40,000 BTU propane furnace	\$ (300)	\$ (300)
X	30 gallon electric water heater	STD	STD
	Plumb for washer/dryer 110/220	\$ 199	
	Run 3 wire for thermostat	\$ 15	
	Prep for outside air	\$ 95	
X	Stainless Sink 2 basin	STD	STD
	White Apron Farm Sink 2 basin	\$ 135	
	Stainless Apron Farm Sink 1 basin	\$ 150	
	SXS refrigerator w/ice in door	\$ 1120	
1	Drop in electric smooth cook top	\$ 50	\$ 50
	Stainless Appliances	\$ 500	
2	Prep for mini split (per blower)	\$ 55	\$ 110
	GE Front load washer/dryer 220v-white	\$ 1,220	

Bathroom:

X	48" Shower with glass door	STD	STD
	Handicap Bars	\$ 50	
	54" One piece tub w/sliding glass door	\$ 201	
	Tub/shower w/sliding glass door	\$ 325	
1	Add medicine cabinet	\$ 169	\$ 169
1	Towel bar & paper tissue holder	\$ 15	\$ 15

Customer Initials
Customer Initials

X	Residential Nail on electrical boxes	STD	STD
	Wiring for 4 interior speakers	\$ 89	
	50 AMP sub with pigtail	STD	STD
1	100 amp electric service w/o power cord	\$ 25	\$ 25
1	Ceiling fan w/ light	\$ 118	\$ 118
1	Exterior ceiling fan no light kit	\$ 125	\$ 125
	Pendant Lighting	\$ 49	
X	AC quick disconnect	STD	STD
	Phone jack	\$ 25	
	TV jack (each) 2 STD	\$ 25	
	Electric F replace	\$ 100	
	Extra exterior receptacle (each)-1 STD	\$ 28	
	Extra interior receptacle	\$ 25	
	Interior Can Lights (4 standard)	\$ 41	
X	Exterior Coach Light	STD	STD
X	Interior panel box	STD	STD

Plumbing:

	Rain Showerhead (not in kits)	\$ 120	
1	Handheld Shower	\$ 42	\$ 42
1	Outside water faucet (each)	\$ 40	\$ 40
		\$ -	
		\$ -	
		\$ -	

Color Choices:

Fascia Color:	
Exterior Base	
Exterior Trim	
Metal Color	
Lino Color	
Carpet Color	
Laminate Color	
Cabinet Color	
Countertop Kit	
Countertop Bath	
Countertop Island	
Backsplash Kit	
Backsplash Bath	
Composite Deck Color	
Hardware	Brushed Nickel
Interior Paint	
Window Color	
Exterior Door Color	
Interior Door Color	
Interior Trim Color	
Inter Ceiling Fan Color	
Ext Ceiling Fan Color	

	Mission cabinet door oncor	STD	STD
X	Raised panel door	STD	STD
	Nantucket White cabinets	\$ 520	
	Gray Stained cabinets (raised pane.)	\$ 520	
X	Wood shelves and wood drawers	STD	STD
X	Wood slides	STD	STD
X	Hidden hinges	STD	STD
X	Lined Cabinets	STD	STD
	Laminate backsplash (kit & bath)	STD	STD
	Laminate edge (kit & bath)	STD	STD
1	6 x 6 ceramic (bath)	\$ 90	\$ 90
1	6" row of mosaic (kit)	\$ 340	\$ 340
	6" mosaic in the bath only	\$ 120	
	Full 6X6 ceramic backsplash (kit)	\$ 410	
	Full subway tile (kit) 2 rows (bth)	\$ 410	
	Full mosaic tile (kitchen only)	\$ 795	
X	Rounded laminate edge (kit & bath)	STD	STD
	Island with rounded edge	\$ 489	
	Pantry in hall	\$ 276	
	HD Laminate	\$ 172	
	O/H cabinets above bed	\$ 250	
	Nightstand w/ reading light (each)	\$ 102	
	Delete Entertainment Center	\$ (35)	
X	Linen in bath per print	STD	STD

Aftermarket: (We do not hold the warranty on these items)

1	Grease 2 blower w/c-heat ductless	\$ 2,908	\$ 2,908
1	Electrical Utility Connection	\$ 900	\$ 900
1	Delivery block, level and tie down	\$ 2,578	\$ 2,578

TOTAL UPGRADES	\$ 16,142
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TOTAL PRICE	\$ 45,382
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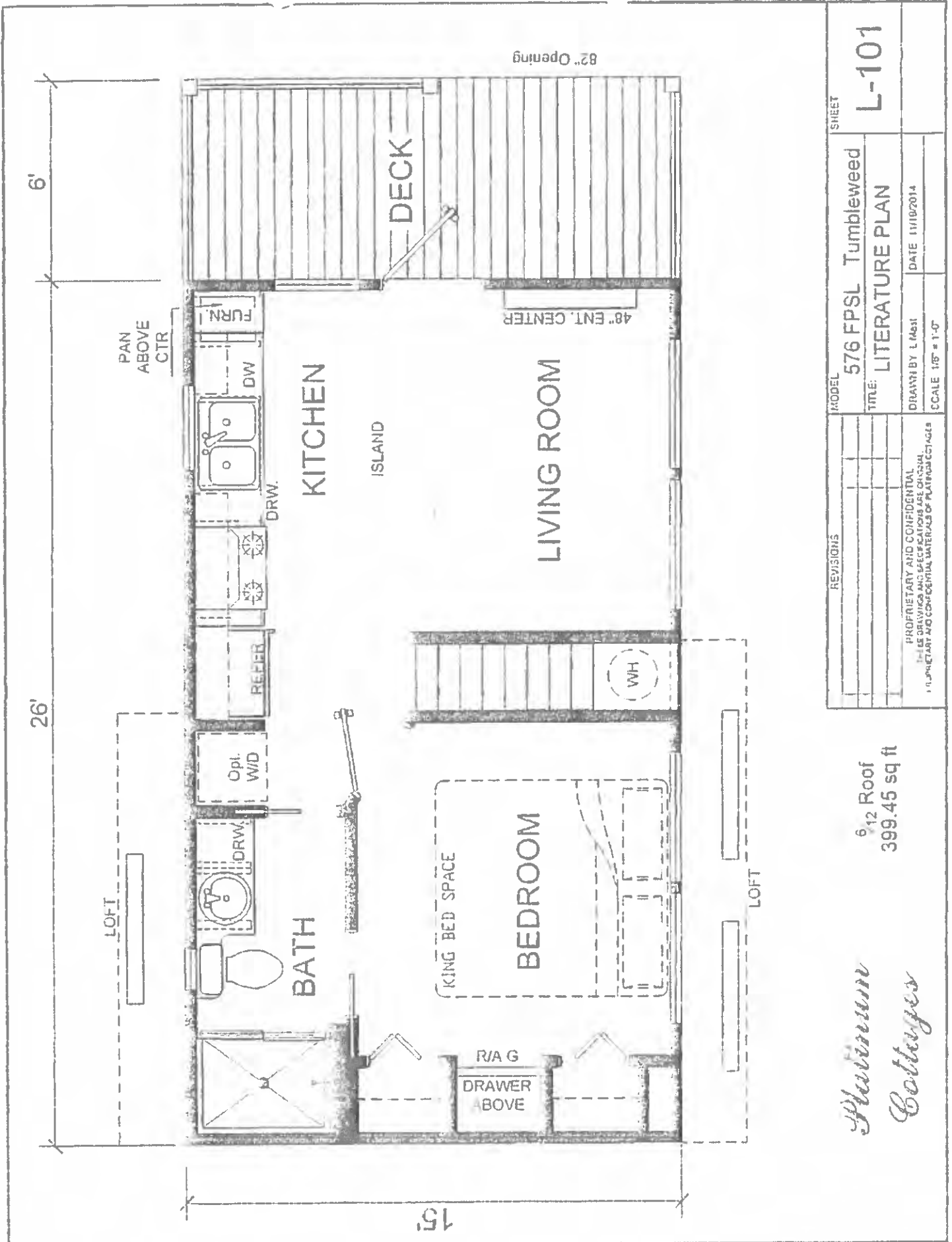
Special Instructions

A licensed electrician will make an electrical connection from the panel box in the Park Model to the Utility Disconnect box supplied by the City of Flower Mound no more than 5 feet from the pad site

Because of the angle of the porch and or eaves, a Coach Light will be installed in place of (IPO) Can Lights at all entrances

Customer Initials

Customer Initials



9¹² Roof
399.45 sq ft

*Hummer
Cottages*

**Signtaure Series**

Model: Hill Country

Salesperson:

Texas

589FP

Tim

Date:

7/6/2016

Serial Number:

Customer Name: Flower Mound - Twin Cove Park

Dealer PO#:

Flooring/Payment Source: 2016-50

Base Price:	\$ 28,622.00
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Exterior:**Total**

X	5/12 Roof pitch per print	STD	STD
	9/12 Roof pitch w/2X6 loft floor-try	\$ 400	
	9/12 Roof pitch w/2X6 loft floor-try	\$ 590	
	35" 6 panel steel door	STD	STD
1	36" door with blinds IPO solid	\$ 314	\$ 314
	Extra 36" door with blinds in bedroom	\$ 602	
	SGD with blinds	\$ 930	
X	Dual Pane Low E Windows	STD	STD
X	Metal Roof	STD	STD
X	2" Balts on flat 4 X 8 sheets fiber cement	STD	STD
	Lapped Fiber Cement Siding T/O	\$ 999	
	Exterior stain IPO Paint	\$ 250	
X	House wrap around home	STD	STD
X	Energy saving backer board	STD	STD
24	Front deck (per sq foot) 5 Standard	\$ 25	\$ 600
	Rear deck (per sq foot)	\$ 25	
	Extra axle (porches over 4 feet & lifts)	\$ 225	
1	Wire Mesh Underbelly	\$ 169	\$ 169
1	12" Eaves (on 11 2 wide homes only)	\$ 539	\$ 539
	Extra R-11 in floor	\$ 175	
	Extra R-11 in Ceiling	\$ 175	
X	Radiant Barrier	STD	STD
X	R22 in ceiling R11 floors R13 sidewalls	STD	STD
1	2 window clerestory	\$ 499	\$ 499
	3 Window clerestory	\$ 670	
	4 window clerestory	\$ 799	
	Log with chunk on porch	\$ 399	
	Front With 4 Traps	\$ 839	
		\$ -	
X	Composite decking on porch	STD	STD
96	Cedar rails IPO vinyl porch rails (per sq ft)	\$ 140	\$ 134
	1/2 rock wood burning FP on porch	\$ 3566	

Interior:

X	Tape & textured walls	STD	STD
1	Plywood floor decking w/ water proofing	\$ 350.00	\$ 350
X	90" Sidewall height	STD	STD
	Single Loft w/4 can lights, tv jack recept	\$ 2997	
	Obli Loft w/4 can lights, tv jack recept	\$ 4460	
X	Water shut off valves	STD	STD
	SYP Through-out (walls & ceilings)	\$ 1800	
X	SYP Baseboard molding (3)	STD	STD
X	Lino flooring throughout	STD	STD
	Laminate flooring T/O	\$ 1,199	
X	SYP Solid Wood Interior Doors	STD	STD
	Bronze Fixtures T/O	\$ 165	
	SYP Wainscoting per sq ft	\$ 15	
	Additional SYP door	\$ 42	
X	SYP Window Trim and Casing	STD	STD
1	SYP Ceiling	\$ 679	\$ 679
	Stained baseboard and trim	\$ 480	
	Run A/C duct to loft per print	STD	TD
	Single Barn Door Closet	\$ 335	

Additional Options:**Total**

	Water Heater Pan	\$ 20	
	1/2 SYP Ceiling	\$ 579	
	SYP Soffit in Kitchen	\$ 276	
	SYP Backsplash	\$ 170	
96	Char rail in all living areas	\$ 150	\$ 144
1	Twin bunk beds with mattresses	\$ 775	\$ 775
	King bed w/ frame	\$ 685	
	Queen bed w/ frame	\$ 635	
	Sleeper Sofa	\$ 575	
2	Reading Lights	\$ 45	\$ 40
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	

Appliances:

X	17 Cu Ft Refrigerator Black	STD	STD
1	Ice maker for standard refrigerator	\$ 169	\$ 69
	30" gas range	STD	STD
	Coil top electric range	\$ 68	
	Smooth top electric range	\$ 259	
	Plumb for gas range (or gas line)	\$ 93	
	Garbage Disposal	\$ 163	
1	Dishwasher (18")	\$ 599	\$ 559
1	Microwave/Convection Oven	\$ 400	\$ 400
	40 000 BTU propane furnace	STD	STD
1	Omni 40 000 BTU propane furnace	\$ (300)	\$ (300)
X	20 gal ion electric water heater	STD	STD
	Plumb for washer/dryer 110/120	\$ 199	
	Run 8 wire for thermostat	\$ 15	
	Prep for outside air	\$ 95	
X	Stainless Sink 2 basin	STD	STD
	White Apron Farm Sink 2 basin	\$ 135	
	Stainless Apron Farm Sink 1 basin	\$ 450	
	SXS refrigerator w/ice in door	\$ 1120	
1	Drop in electric smooth cook top	\$ 70	\$ 60
	Stainless Appliances	\$ 500	
2	Prep for mini split (per tower)	\$ 55	\$ 110
	GE Front load washer/dryer 270v-white	\$ 1920	

Bathroom:

X	48" Shower with glass door	STD	STD
	Hand cap Bars	\$ 150	
	54" One piece tub w sliding glass door	\$ 201	
	Tile shower w/ sliding glass door	\$ 525	
1	Add medicine cabinet	\$ 169	\$ 69
1	Towel bar & paper tissue holder	\$ 15	\$ 5

Customer initials

Customer initials

X	Residential Mail on electrical boxes	STD	STD
	Wiring for 4 interior speakers	\$ 99	
	50 AMP std. with p gail	STD	STD
1	100 amp electric service w/o power cord	\$ 25	\$ 25
1	Ceiling fan w/ light	\$ 118	\$ 118
1	Exterior ceiling fan no light kit	\$ 125	\$ 125
	Pendant Lighting	\$ 19	
X	AC quick disconnect	STD	STD
	Phone jack	\$ 25	
	TV jack (each) 2 STD	\$ 25	
	Electric Fireplace	\$ 380	
	Extra exterior receptacle (each) 1 STD	\$ 60	
	Extra interior receptacle	\$ 25	
	Interior Can Lights (4 standard)	\$ 41	
1	Exterior Coach Light	STD	STD
X	Interior panel box	STD	STD

Plumbing:

	Rain Showerhead (not in lots)	\$ 120	
1	Handheld Shower	\$ 42	\$ 12
1	Outside water faucet (each)	\$ 10	\$ 40
		\$	
		\$	
		\$	

Color Choices:

Fascia Color	
Exterior Base	
Exterior Trim	
Metal Color 29 Pa	
Lino Color	
Carpet Color	
Laminate Color	
Cabinet Color	
Countertop Kit	
Countertop Bath	
Countertop stand	
Backsplash Kit	
Backsplash Bath	
Composite Deck Color	
Hardware	Brushed Nickel
Interior Paint	
Window Color	
Exterior Door Color	
Interior Door Color	
Interior Trim Color	
Inter Ceiling Fan Color	
Ext Ceiling Fan Color	

	Mission cabinet door on cor	STD	STD
1	Raised panel door cry	STD	STD
	Nantucket White Cabinets	\$ 520	
	Gray Stained cabinets (raised panel)	\$ 520	
X	Wood shelves and wood drawers	STD	STD
X	Wood slats	STD	STD
X	Hidden hinges	STD	STD
X	Lined Cabinets	STD	STD
	Laminate backsplash (kit & bath)	STD	STD
	Laminate edge (kit & bath)	STD	STD
1	6 x 6 ceramic (bath)	\$ 169	\$ 169
1	6" row of mosaic (kit)	\$ 340	\$ 340
	6" mosaic in the bath only	\$ 120	
	Full 6X6 ceramic backsplash (kit)	\$ 410	
	Full subway tile (kit) 2 rows (bth)	\$ 410	
	Full mosaic tile (kit) (bath only)	\$ 795	
X	Rounded laminate edge (kit & bath)	STD	STD
	Is and with rounded edge	\$ 489	
	Pantry in hall	\$ 276	
	HD Laminate	\$ 172	
	O/H cabinets above bed	\$ 250	
	Nightstand w/ reading light (each)	\$ 102	
	Delta Entertainment Center	\$ (35)	
X	Linon in bath per print	STD	STD

Aftermarket: (We do not hold the warranty on these items)

1	Gre 2 blower a/c-heat ductless	\$ 2 908	\$ 2 908
1	Electrical Utility Connection	\$ 900	\$ 900
1	Delivery block level and tie down	\$ 2 678	\$ 2 678

TOTAL UPGRADES	\$ 13,250
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TOTAL PRICE	\$ 41,872
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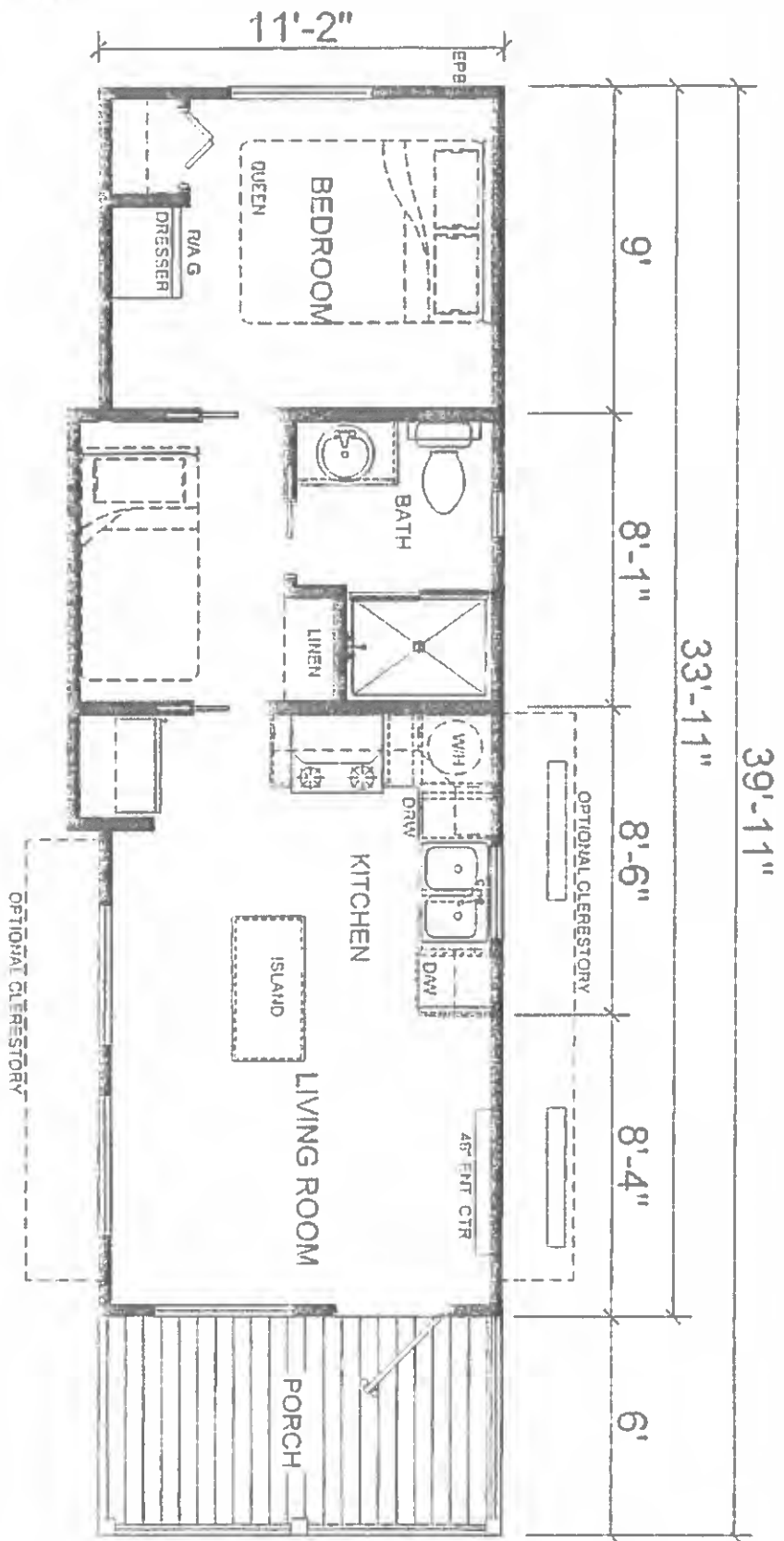
Special Instructions

A licensed electrician will make an electrical connection from the panel box in the Park Model to the Utility Disconnect box supplied by the City of Flower Mound no more than 5 feet from the pad site.

Because of the angle of the porch and or eaves, a Coach Light will be installed in place of (IPO) Can Lights at all entrances.

Customer Initials

Customer Initials _____



*Platinum
Cottages*

REVISIONS		MODEL		SHEET	
		589 FP Hill Country		L-101	
TITLE		DRAWN BY LM		DATE 1-16-2015	
LITERATURE PLAN					
SCALE: 1/8" = 1'-0"					

PROPRIETARY AND CONFIDENTIAL
THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL
PAPER, E-FILE AND CANNOT BE REPRODUCED OR PLACED IN PUBLIC



Signtaure Series

Model: Honeysuckle

Salesperson:
Texas
504FPHCF
Tim
Date:
7/6/2016
Serial Number:
Customer Name: City of Flower Mound - Twin Cove

Dealer PO#:
2016 50
Flooring/Payment Source:
Base Price: \$ 29,117.00

Exterior:
Total

X	5/12 Roof pitch per print	STD	STD
	8/12 Roof pitch w/2X6 loft floor tray	\$ 400	
	9/12 Roof pitch w/2X6 loft floor tray	\$ 500	
	36" 6 panel steel door	STD	STD
1	36" door with blinds (PO solid)	\$ 314	\$ 314
	Extra 36" door with blinds in bedroom	\$ 502	
	SGD w/ blinds	\$ 338	
X	Dual Pane Low E Windows	STD	STD
X	Meta Roof	STD	STD
X	2" Balts on flat 4 X 8 sheets fiber cement	STD	STD
	Lapped Fiber Cement Siding T/O	\$ 999	
	Exterior stain (PO Paint)	\$ 350	
X	House wrap around home	STD	STD
X	Energy saving backer board	STD	STD
24	Front deck (per sq. foot) 5 Standard	\$ 25	\$ 600
	Rear deck (per sq. foot)	\$ 25	
	Extra axle (porches over 4 feet & c/s)	\$ 325	
1	Wire Mesh Underbelly	\$ 169	\$ 169
1	12" Eaves (on 11 1/2 wide homes only)	\$ 539	\$ 539
	Extra R-11 in floor	\$ 175	
	Extra R-11 in ceiling	\$ 175	
X	Radiant Barrier	STD	STD
X	R22 in ceiling R11 floors, R13 s/d walls	STD	STD
1	2 window clerestory	\$ 199	\$ 199
	3 Window clerestory	\$ 670	
	1 window clerestory	\$ 99	
	Log with chunk on porch	\$ 899	
	Front With 4 Traps	\$ 839	
		\$ -	
X	Composite decking on porch	STD	STD
96	Cedar rails PO w/ 1/2 porch rails (per sq ft)	\$ 1.40	\$ 134
	1/2 rock wood blurring FP on porch	\$ 3.566	

Interior:

X	Tape & textured walls	STD	STD
1	Plywood floor decking w/ water proofing	\$ 350.00	\$ 350
X	90" Sidelwall height	STD	STD
	Single Loft w/ 4 can lights tv jack recept	\$ 2.997	
	Double Loft w/ 4 can lights tv jack recept	\$ 4.160	
X	Water shut off valves	STD	STD
	SYP Through out (walls & ceilings)	\$ 1.800	
X	SYP Baseboard molding (3)	STD	STD
X	Lino flooring throughout	STD	STD
	Laminate flooring T/O	\$ 1.099	
X	SYP Solid Wood Interior Doors	STD	STD
	Bronze Fixtures T/O	\$ 165	
	SYP Wainscoting per sq ft	\$ 15	
	Additional SYP floor	\$ 1.42	
X	SYP Window Trim and Casing	STD	STD
1	SYP Ceiling	\$ 879	\$ 879
	Stained baseboard and trim	\$ 80	
	Run A/C duct to loft per print	STD	STD
	Single Barn Door Closet	\$ 135	

Additional Options:
Total

	Water Healer Pan	\$ 20	
	1/2 SYP Ceiling	\$ 579	
	SYP Soffit in Kitchen	\$ 276	
	SYP Backsplash	\$ 120	
36	Chair rail in all living areas	\$ 1.50	\$ 1.44
	Twin bunk beds with mattresses	\$ 775	
	King bed w/ frame	\$ 365	
	Queen bed w/ frame	\$ 635	
	Sleeper Sofa	\$ 575	
2	Reading Lights	\$ 45	\$ 90
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	

Appliances:

X	17 Cu Ft Refrigerator Black	STD	STD
1	Icemaker for standard refrigerator	\$ 169	\$ 169
	30" gas range	STD	STD
	Coil top electric range	\$ 68	
	Smooth top electric range	\$ 259	
	Plumb for gas range (or gas line)	\$ 93	
	Garbage Disposal	\$ 163	
1	Dishwasher (18")	\$ 599	\$ 599
1	Microwave/Convection Oven	\$ 100	\$ 100
	40,000 BTU propane furnace	STD	STD
1	Ormt 40,000 BTU propane furnace	\$ (300)	\$ (300)
X	20 gallon electric water heater	STD	STD
	Plumb for washer/dryer 110/120	\$ 199	
	Run 8 wire for thermostat	\$ 15	
	Prep for outside air	\$ 95	
X	Stainless Sink 2 basin	STD	STD
	White Apron Farm Sink 2 basin	\$ 135	
	Stainless Apron Farm Sink 1 Basin	\$ 150	
	SXS refrigerator w/ice in door	\$ 1,120	
1	Drop in electric smooth cook top	\$ 50	\$ 50
	Stainless Appliances	\$ 500	
2	Prep for mini split (per bower)	\$ 55	\$ 110
	GE Front load washer/dryer 220v white	\$ 1,920	

Bathroom:

X	48" Shower with glass door	STD	STD
	Hand cap Bars	\$ 150	
	54" One piece tub w/ sliding glass door	\$ 201	
	Tile shower w/ sliding glass door	\$ 525	
1	Additional medicine cabinet	\$ 139	\$ 139
	Towel bar & paper tissue holder	\$ 15	\$ 15

Customer Initials
Customer Initials

X	Residential Nail on electrical boxes	STD	STD
	Wiring for 4 interior speakers	\$ 99	
	50 AMP std. with pigtail	STD	STD
1	100 amp electric service w/o power cord	\$ 25	\$ 25
1	Ceiling fan w/light	\$ 110	\$ 110
1	Exterior ceiling fan no light kit	\$ 125	\$ 125
	Pendant Lighting	\$ 49	
X	AC quick disconnect	STD	STD
	Phone jack	\$ 25	
	TV jack (each) 2 STD	\$ 25	
	Electric Fireplace	\$ 380	
	Extra exterior receptacle (each)-1 STD	\$ 50	
	Extra interior receptacle	\$ 25	
	Interior Can Lights (4 standard)	\$ 41	
X	Exterior Coach Light	STD	STD
X	Interior panel box	STD	STD

Plumbing:

	Rain Showerhead (not in lofts)	\$ 120	
1	Handheld Shower	\$ 42	\$ 42
1	Outside water faucet (each)	\$ 40	\$ 40
		\$ -	
		\$	
		\$	

Color Choices

Exterior Color	
Exterior Base	
Exterior Trim	
Metal Color	
Linoleum Color	
Carpet Color	
Laminate Color	
Cabinet Color	
Countertop Kit	
Countertop Bath	
Countertop Island	
Backsplash Kit	
Backsplash Bath	
Composite Deck Color	
Hardware	Brushed Nickel
Interior Paint	
Window Color	
Exterior Door Color	
Interior Door Color	
Interior Trim Color	
Interior Ceiling Fan Color	
Exterior Ceiling Fan Color	

	Mission cabinet door enclosure	STD	STD
X	Raised panel door	STD	STD
	Flanckett White Cabinets	\$ 520	
	Gray Stained cabinets (raised panel)	\$ 520	
X	Wood shelves and wood drawers	STD	STD
X	Wood slates	STD	STD
X	Hidden hinges	STD	STD
X	Lined Cabinets	STD	STD
	Laminate backsplash (kit & bath)	STD	STD
	Laminate edge (kit & bath)	STD	STD
1	6" x 6" ceramic (bath)	\$ 169	\$ 169
1	6" row of mosaic (kit)	\$ 340	\$ 340
	6" mosaic in the bath only	\$ 120	
	Fuji 6X6 ceramic backsplash (kit)	\$ 410	
	Fuji subway tile (kit) 2 rows (bath)	\$ 410	
	Fuji mosaic tile (kitchen only)	\$ 706	
X	Rounded laminate edge (kit & bath)	STD	STD
	Island with rounded edge	\$ 489	
	Pantry in kit	\$ 276	
	HD Laminate	\$ 172	
	O/H cabinets above bed	\$ 250	
	Highland w/ reading light (each)	\$ 102	
	Delite Entertainment Center	\$ 135	
X	Linens in bath per print	STD	STD

Aftermarket: (We do not hold the warranty on these items)

1	Grease 2 blower & heat ductless	\$ 2 908	\$ 2 908
1	Electrical Utility Connection	\$ 900	\$ 900
1	Delivery back level & tie down	\$ 2 678	\$ 2 678

TOTAL UPGRADES \$ 12,475

TOTAL PRICE \$ 41,592

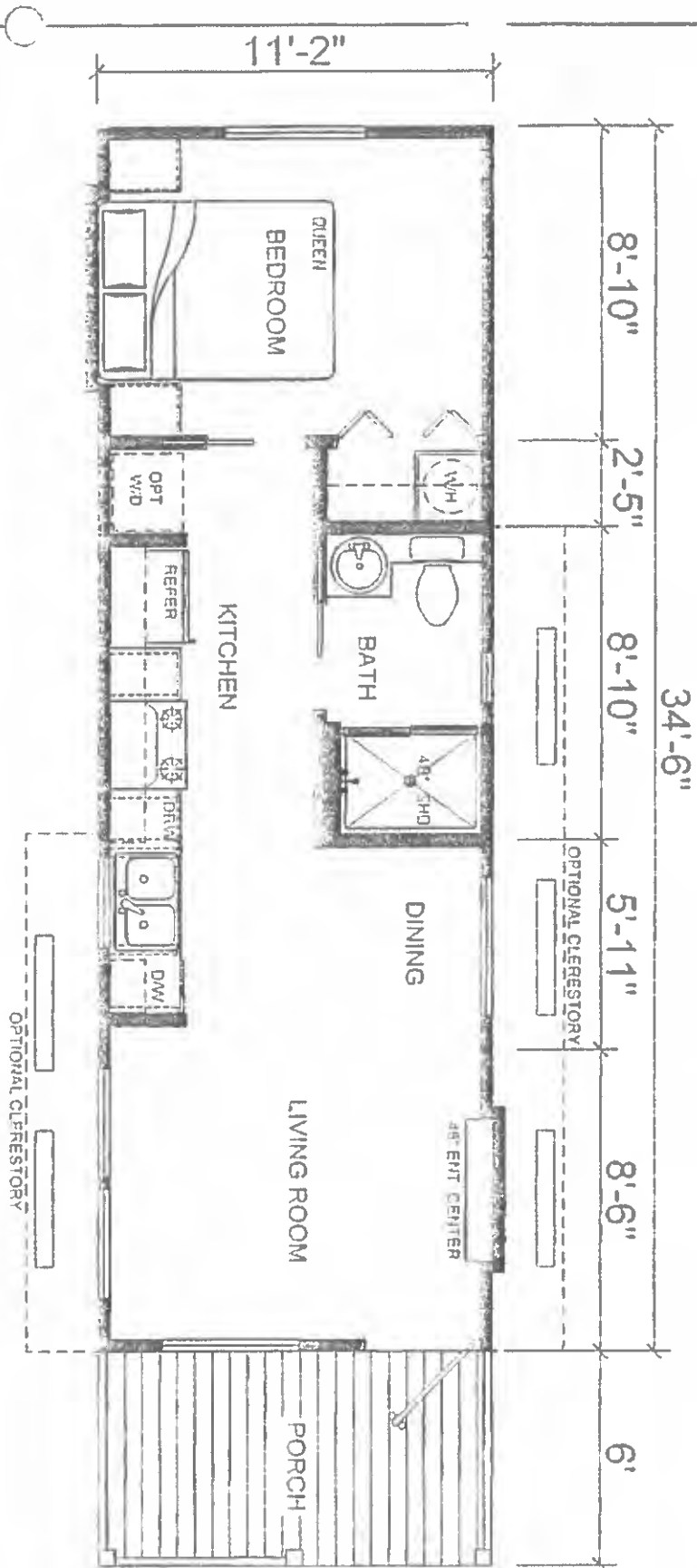
Special Instructions

A licensed electrician will make an electrical connection from the panel box in the Park Model to the Utility Disconnect box supplied by the City of Flower Mound no more than 5 feet from the pad site

Because of the angle of the porch and or eaves, a Coach Light will be installed in place of (IPO) Can Lights at all entrances

Customer Initials

Customer Initials



*Platinum
Cottages*

399.42
sq ft

REVISIONS		MODEL	SHEET
1		504FP Honeyuckle	L-101
DRAWN BY: STAFF		DATE: 07-2-2014	
SCALE: 1/8" = 1'-0"			
PROPRIETARY AND CONFIDENTIAL THESE PLANS AND SPECIFICATIONS ARE OURS AND ARE NOT TO BE REPRODUCED OR COPIED WITHOUT OUR WRITTEN PERMISSION			



Signtaure Series

Model: Dandelion

Salesperson:

Texas

503FP

Tim

Date:

7/6/2016

Serial Number:

Customer Name: Flower Mound - Twin Coves Park

Dealer PO#:

Flooring/Payment Source:

Base Price:	\$ 29,117.00
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Exterior:

Total

X	6/12 Roof pitch per panel	STD	STD
	0/12 Roof pitch w/2X6 loft floor-tray	\$ 400	
	9/12 Roof pitch w/2X6 loft floor-tray	\$ 590	
	36" 6 panel steel door	STD	STD
1	36" door with blinds IPO solid	\$ 314	\$ 314
	Extra 36" door with blinds in bedroom	\$ 502	
	SGD with blinds	STD	STD
X	Dual Pane Low E Windows	STD	STD
X	Metal Roof	STD	STD
X	2" Bolts on flat 4 X 8 sheets fiber cement	STD	STD
	Lapped Fiber Cement Siding T/O	\$ 899	
	Exterior plain IPO Paint	\$ 350	
X	House wrap around home	STD	STD
X	Energy saving backer board	STD	STD
24	Front deck (per sq foot) 6" Standard	\$ 25	\$ 600
	Rear deck (per sq foot)	\$ 25	
	Extra tile (porches over 4 feet & lots)	\$ 325	
1	Wire Mesh Underlody	\$ 169	\$ 169
1	12" Eaves (on 11 2 x 4s homes on y)	\$ 539	\$ 539
	Extra R-11 in floor	\$ 175	
	Extra R-11 in Ceiling	\$ 175	
X	Radiant Barrier	STD	STD
X	R-12 in Ceiling, R-13 floors, R-13 sidewalls	STD	STD
1	2 window clerestory	\$ 499	\$ 499
	3 Window clerestory	\$ 670	
	4 window clerestory	\$ 799	
	Log with chink on porch	\$ 899	
	Front With 4 Traps	\$ 839	
		\$ -	
X	Composite decking on porch	STD	STD
96	Cedar rails IPO vinyl porch rails (per sq ft)	\$ 140	\$ 134
	1/2 rock wood burning FP on porch	\$ 3566	

Interior:

X	Tap & textured walls	STD	STD
1	Plywood floor decking w/ water proofing	\$ 350.00	\$ 350
X	90" Sidelwall height	STD	STD
	Single Loft w/ 4 can lights, tv jack, recept	\$ 2997	
	Dbf Loft w/ 4 can lights, tv jack, recept	\$ 4460	
X	Water shut off valves	STD	STD
	SYP Through-out (walls & ceilings)	\$ 3000	
X	SYP Baseboard molding (3")	STD	STD
X	Lino flooring throughout	STD	STD
	Laminate flooring T/O	\$ 1099	
X	SYP Solid Wood Interior Doors	STD	STD
	Bronze Fixtures T/O	\$ 165	
	SYP Wallscoating per sq ft	\$ 15	
	Additional SYP door	\$ 242	
X	SYP Window Trim and Casing	STD	STD
1	SYP Ceiling	\$ 1079	\$ 1079
	Stained baseboard and trim	\$ 470	
	Run A/C duct to loft per panel	STD	STD
	Single Barn Door Closet	\$ 735	

Additional Options:

Total

	Water Heater Pan	\$ 20	
	1/2 SYP Ceiling	\$ 579	
	SYP Soffit in Kitchen	\$ 276	
	SYP Backsplash	\$ 120	
	Chair rail in all living areas	\$ 150	
1	Twin bunk beds with mattresses	\$ 725	\$ 725
	King bed w/ frame	\$ 665	
	Queen bed w/ frame	\$ 635	
	Sleeper Sofa	\$ 575	
2	Reading Lights	\$ 45	\$ 90
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	

Appliances:

X	17 Cu Ft Refrigerator Black	STD	STD
1	Ice maker for standard refrigerator	\$ 169	\$ 169
	30" gas range	STD	STD
	Cool top electric range	\$ 108	
	Smooth top electric range	\$ 259	
	Plumb for gas range (or gas line)	\$ 73	
	Garbage disposal	\$ 163	
1	Dishwasher (18")	\$ 599	\$ 599
1	Microwave/Convection Oven	\$ 100	\$ 100
	40,000 BTU propane furnace	STD	STD
1	Omit 40,000 BTU propane furnace	\$ (300)	\$ (300)
X	20 gallon electric water heater	STD	STD
	Plumb for washer/dryer 110-220	\$ 99	
	Run B wire for thermostat	\$ 15	
	Prep for cuis de gas	\$ 75	
X	Stainless Sink 2 basin	STD	STD
	White Apron Farm Sink 2 basin	\$ 135	
	Stainless Apron Farm Sink 1 basin	\$ 450	
	SXS refrigerator wide in door	\$ 1120	
1	Drop in electric smooth cook top	\$ 50	\$ 50
	Stainless Appliances	\$ 60	
2	Prep for mini split (per blower)	\$ 75	\$ 150
1	GE Front load washer/dryer 270v white	\$ 1920	

Bathroom:

X	48" Shower with glass door	STD	STD
	Handicap Bars	\$ 170	
	54" One piece tub w/ sliding glass door	\$ 201	
	Free shower w/ sliding glass door	\$ 25	
1	Add medicine cabinet	\$ 79	\$ 79
1	Towel bar & paper tissue holder	\$ 15	\$ 15

Customer Initials

Customer Initials

X	Residential Nail on electrical boxes	STD	STD
	Wiring for 4 interior speakers	\$ 99	
	50 AMP std. with p gital	STD	STD
1	100 amp electric service w/o power cord	\$ 25	\$ 25
1	Ceiling fan w/ light	\$ 118	\$ 118
1	Exterior ceiling fan no light kit	\$ 125	\$ 125
	Pendant Lighting	\$ 19	
X	AC quick disconnect	STD	STD
	Phone jack	\$ 25	
	TV jack (each) 2 STD	\$ 25	
	Electric Fireplace	\$ 390	
	Extra exterior receptacle (each) 1 STD	\$ 38	
	Extra interior receptacle	\$ 25	
	Interior Can Lights (4 standard)	\$ 41	
X	Exterior Coach Light	STD	STD
X	Interior panel box	STD	STD

Plumbing:

	Rain Showerhead (in line with)	\$ 120	
1	Handheld Shower	\$ 42	\$ 42
1	Outside water faucet (each)	\$ 40	\$ 40
		\$ -	
		\$ -	
		\$ -	

Color Choices:

Fascia Color	
Exterior Base	
Exterior Trim	
Metal Color	
Line Color	
Carpet Color	
Laminate Color	
Cabinet Color	
Countertop Kit	
Countertop Bath	
Countertop Island	
Backsplash Kit	
Backsplash Bath	
Composite Deck Color	
Hardware	Brushed Nickel
Interior Paint	
Window Color	
Exterior Door Color	
Interior Door Color	
Interior Trim Color	
Inter Ceiling Fan Color	
Ext Ceiling Fan Color	

	Mission cabinet door and/or	STD	STD
X	Raised panel door	STD	STD
	Nantucket White Cabinets	\$ 520	
	Gray Stained cabinets (raised panel)	\$ 520	
X	Wood shelves and wood drawers	STD	STD
X	Wood stiles	STD	STD
X	Hidden hinges	STD	STD
X	Lined Cabinets	STD	STD
	Laminate backsplash (kit & bath)	STD	STD
	Laminate edge (kit & bath)	STD	STD
1	6 x 6 ceramic (bath)	\$ 90	\$ 90
1	6 row of mosaic (kit)	\$ 340	\$ 340
	6 mosaic in the bath only	\$ 120	
	Full 6X6 ceramic backsplash (kit)	\$ 410	
	Full subway tile (kit) 2 rows (bth)	\$ 410	
	Full mosaic tile (kitchen only)	\$ 796	
X	Rounded laminate edge (kit & bath)	STD	STD
	Is and with rounded edge	\$ 109	
	Pantry in hall	\$ 275	
	HD Laminate	\$ 172	
	O H cabinets above bed	\$ 250	
	Nightstand w/ reading light (each)	\$ 102	
	Deluxe Entertainment Center	\$ 135	
X	Linens in bath per print	STD	STD

Aftermarket: (We do not hold the warranty on these items)

1	Free 2 blower a/c heat ductless	\$ 2,908	\$ 2,908
1	Electrical Utility Connection	\$ 900	\$ 900
1	Delivery block level and tie down	\$ 2,678	\$ 2,678

TOTAL UPGRADES	\$ 12,977
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TOTAL PRICE	\$ 42,094
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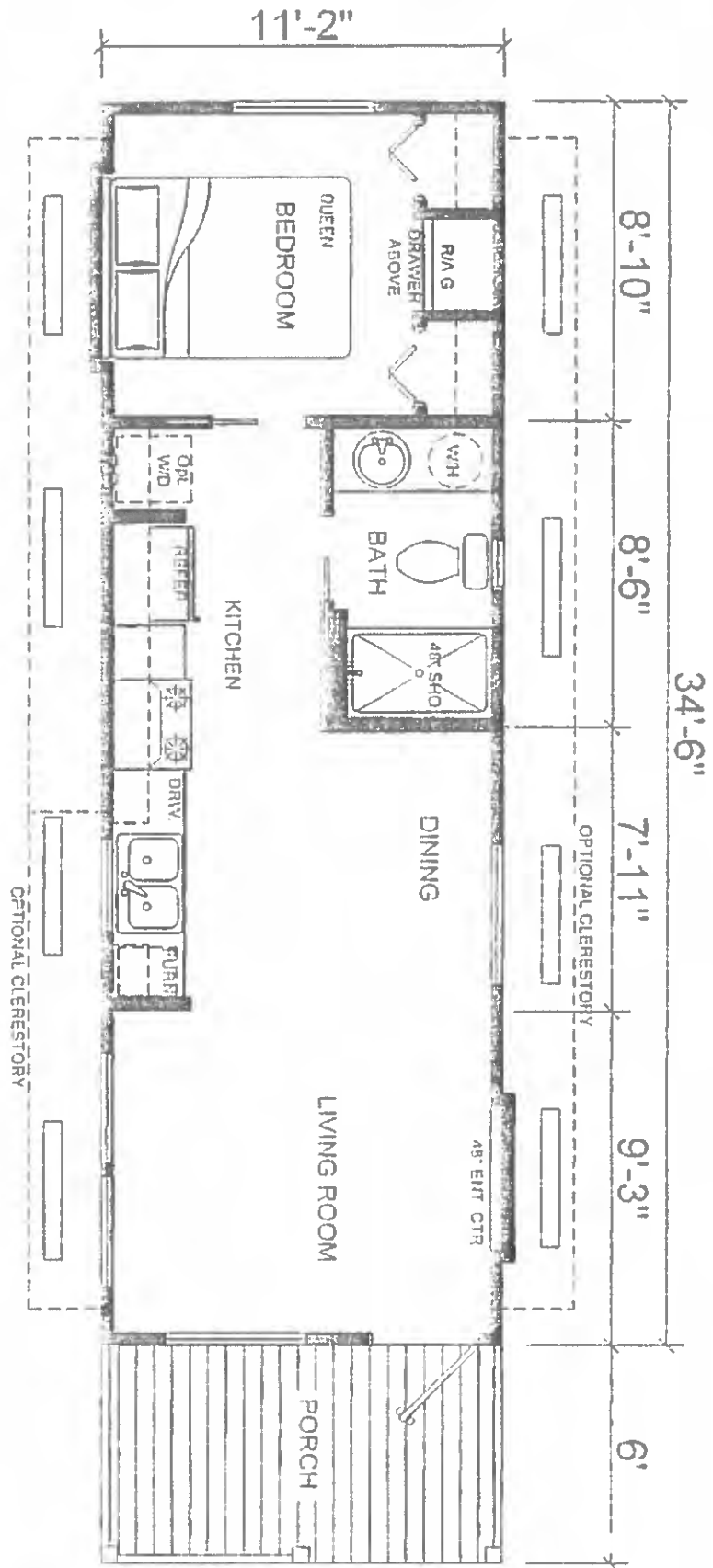
Special Instructions

A licensed electrician will make an electrical connection from the panel box in the Park Model to the Utility Disconnect box supplied by the City of Flower Mound no more than 5 feet from the pad site.

Because of the angle of the porch and or eaves, a Coach Light will be installed in place of (IPO) Can Lights at all entrances

Customer Initials

Customer Initials



*Platinum
Cottages*

REVISIONS		MODEL	DATE
1	10/23/10	503FDS Dandelion	10/23/10
2	10/23/10	503FDS Dandelion	10/23/10
3	10/23/10	503FDS Dandelion	10/23/10
4	10/23/10	503FDS Dandelion	10/23/10
5	10/23/10	503FDS Dandelion	10/23/10
6	10/23/10	503FDS Dandelion	10/23/10
7	10/23/10	503FDS Dandelion	10/23/10
8	10/23/10	503FDS Dandelion	10/23/10
9	10/23/10	503FDS Dandelion	10/23/10
10	10/23/10	503FDS Dandelion	10/23/10
11	10/23/10	503FDS Dandelion	10/23/10
12	10/23/10	503FDS Dandelion	10/23/10
13	10/23/10	503FDS Dandelion	10/23/10
14	10/23/10	503FDS Dandelion	10/23/10
15	10/23/10	503FDS Dandelion	10/23/10
16	10/23/10	503FDS Dandelion	10/23/10
17	10/23/10	503FDS Dandelion	10/23/10
18	10/23/10	503FDS Dandelion	10/23/10
19	10/23/10	503FDS Dandelion	10/23/10
20	10/23/10	503FDS Dandelion	10/23/10
21	10/23/10	503FDS Dandelion	10/23/10
22	10/23/10	503FDS Dandelion	10/23/10
23	10/23/10	503FDS Dandelion	10/23/10
24	10/23/10	503FDS Dandelion	10/23/10
25	10/23/10	503FDS Dandelion	10/23/10
26	10/23/10	503FDS Dandelion	10/23/10
27	10/23/10	503FDS Dandelion	10/23/10
28	10/23/10	503FDS Dandelion	10/23/10
29	10/23/10	503FDS Dandelion	10/23/10
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31	10/23/10	503FDS Dandelion	10/23/10
32	10/23/10	503FDS Dandelion	10/23/10
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36	10/23/10	503FDS Dandelion	10/23/10
37	10/23/10	503FDS Dandelion	10/23/10
38	10/23/10	503FDS Dandelion	10/23/10
39	10/23/10	503FDS Dandelion	10/23/10
40	10/23/10	503FDS Dandelion	10/23/10
41	10/23/10	503FDS Dandelion	10/23/10
42	10/23/10	503FDS Dandelion	10/23/10
43	10/23/10	503FDS Dandelion	10/23/10
44	10/23/10	503FDS Dandelion	10/23/10
45	10/23/10	503FDS Dandelion	10/23/10
46	10/23/10	503FDS Dandelion	10/23/10
47	10/23/10	503FDS Dandelion	10/23/10
48	10/23/10	503FDS Dandelion	10/23/10
49	10/23/10	503FDS Dandelion	10/23/10
50	10/23/10	503FDS Dandelion	10/23/10
51	10/23/10	503FDS Dandelion	10/23/10
52	10/23/10	503FDS Dandelion	10/23/10
53	10/23/10	503FDS Dandelion	10/23/10
54	10/23/10	503FDS Dandelion	10/23/10
55	10/23/10	503FDS Dandelion	10/23/10
56	10/23/10	503FDS Dandelion	10/23/10
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58	10/23/10	503FDS Dandelion	10/23/10
59	10/23/10	503FDS Dandelion	10/23/10
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61	10/23/10	503FDS Dandelion	10/23/10
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63	10/23/10	503FDS Dandelion	10/23/10
64	10/23/10	503FDS Dandelion	10/23/10
65	10/23/10	503FDS Dandelion	10/23/10
66	10/23/10	503FDS Dandelion	10/23/10
67	10/23/10	503FDS Dandelion	10/23/10
68	10/23/10	503FDS Dandelion	10/23/10
69	10/23/10	503FDS Dandelion	10/23/10
70	10/23/10	503FDS Dandelion	10/23/10
71	10/23/10	503FDS Dandelion	10/23/10
72	10/23/10	503FDS Dandelion	10/23/10
73	10/23/10	503FDS Dandelion	10/23/10
74	10/23/10	503FDS Dandelion	10/23/10
75	10/23/10	503FDS Dandelion	10/23/10
76	10/23/10	503FDS Dandelion	10/23/10
77	10/23/10	503FDS Dandelion	10/23/10
78	10/23/10	503FDS Dandelion	10/23/10
79	10/23/10	503FDS Dandelion	10/23/10
80	10/23/10	503FDS Dandelion	10/23/10
81	10/23/10	503FDS Dandelion	10/23/10
82	10/23/10	503FDS Dandelion	10/23/10
83	10/23/10	503FDS Dandelion	10/23/10
84	10/23/10	503FDS Dandelion	10/23/10
85	10/23/10	503FDS Dandelion	10/23/10
86	10/23/10	503FDS Dandelion	10/23/10
87	10/23/10	503FDS Dandelion	10/23/10
88	10/23/10	503FDS Dandelion	10/23/10
89	10/23/10	503FDS Dandelion	10/23/10
90	10/23/10	503FDS Dandelion	10/23/10
91	10/23/10	503FDS Dandelion	10/23/10
92	10/23/10	503FDS Dandelion	10/23/10
93	10/23/10	503FDS Dandelion	10/23/10
94	10/23/10	503FDS Dandelion	10/23/10
95	10/23/10	503FDS Dandelion	10/23/10
96	10/23/10	503FDS Dandelion	10/23/10
97	10/23/10	503FDS Dandelion	10/23/10
98	10/23/10	503FDS Dandelion	10/23/10
99	10/23/10	503FDS Dandelion	10/23/10
100	10/23/10	503FDS Dandelion	10/23/10

L-101

**Signtaure Series**

Model: Eagles Landing

Salesperson:

Texas

535FP

Tim

Date:

7/6/2016

Serial Number:

Customer Name: Flower Mound = Twin Cove Park

Dealer PO#:

Flooring/Payment Source: 2016-50

Base Price: \$ 30,363.00

Exterior:

Total

X	6/12 Roof pitch per print	STD	STD
	9/12 Roof pitch w/2X6 loft floor-try	\$ 400	
	9/12 Roof pitch w/2X6 loft floor-try	\$ 590	
	36" 6 panel steel door	STD	STD
1	35" door with blinds solid	\$ 314	\$ 314
	Extra 36" door with blinds in bedroom	\$ 202	
X	SGD w/ blinds	STD	STD
X	Dual Pane Low E Windows	STD	STD
X	Metal Roof	STD	STD
X	2" Balis on lot 4 X 8 sheets fiber cement	STD	STD
	Lapped Fiber Cement Siding T/O	\$ 899	
	Exterior stain IPO Paint	\$ 350	
X	House wrap around home	STD	STD
X	Energy saving backer board	STD	STD
96	Front deck (per sq. foot) 8 foot	\$ 25	\$ 2,400
	Rear deck (per sq. foot)	\$ 25	
1	Extra axle (40 inches over 4 feet & 6 lbs)	\$ 225	\$ 225
1	Wire Mesh Underbelly	\$ 169	\$ 169
1	12" Eaves (on 112 wide homes on y)	\$ 339	\$ 339
	Extra R-11 in floor	\$ 175	
	Extra R-11 in Ceiling	\$ 175	
X	Radiant Barrier	STD	STD
X	R22 in Ceiling R11 floors, R13 sidewalls	STD	STD
1	2 window clerestory	\$ 99	\$ 199
	3 Window clerestory	\$ 270	
	4 window clerestory	\$ 799	
	Log with chunk on porch	\$ 339	
	Front With 4 Traps	\$ 339	
		\$ -	
X	Composite decking on porch	STD	STD
96	Cedar rails IPO vinyl porch rails (per sq ft)	\$ 140	\$ 134
	1/2 rock wood burning FP on porch	\$ 3,166	

Interior

X	Tape & textured walls	STD	STD
1	Plywood floor decking w/ water proofing	\$ 350.00	\$ 350
X	90" Sidewall height	STD	STD
	Single Loft w/ 4 can lights tv rack, recept	\$ 2,997	
	Dbl Loft w/ 4 can lights tv rack, recept	\$ 4,460	
X	Water shut off valves	STD	STD
	SYP Through out (walls & ceilings)	\$ 3,000	
X	SYP Baseboard molding (3")	STD	STD
X	Lino flooring throughout	STD	STD
	Laminate flooring T/O	\$ 1,099	
X	SYP Solid Wood Interior Doors	STD	STD
	Bronze Fixtures T/O	\$ 165	
	SYP Wainscoting per sq. ft.	\$ 15	
	Additional SYP door	\$ 242	
X	SYP Window Trim and Casing	STD	STD
1	SYP Ceiling	\$ 1,079	\$ 1,079
	Stained baseboard and trim	\$ 190	
	Run 400 duct to loft per print	STD	STD
	Single Barn Door Closet	\$ 335	

Additional Options:

Total

	Water Heater Pan	\$ 29	
	1/2 SYP Ceiling	\$ 579	
	SYP Solid in Kitchen	\$ 276	
	SYP Backsplash	\$ 120	
96	Chair rail in all wing areas	\$ 150	\$ 144
	Twin bunk beds w/ mattresses	\$ 725	
	King bed w/ frame	\$ 985	
	Queen bed w/ frame	\$ 635	
	Sleeper Sofa	\$ 575	
2	Reading Lights	\$ 45	\$ 90
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	

Appliances:

X	17 Cu. Ft. Refrigerator Black	STD	STD
1	Remaker for standard refrigerator	\$ 169	\$ 169
	30" gas range	STD	STD
	Coil top electric range	\$ 20	
	Smooth top electric range	\$ 209	
	Plumb for gas range (or gas line)	\$ 33	
	Garbage Disposal	\$ 63	
1	Dishwasher (19")	\$ 199	\$ 199
1	Microwave/Convection Oven	\$ 100	\$ 100
	40,000 BTU propane furnace	STD	STD
1	Onit 40,000 BTU propane furnace	\$ (390)	\$ (390)
X	20 gallon electric water heater	STD	STD
	Plumb for washer/dryer 110/220	\$ 199	
	Run 6 wire for thermostat	\$ 15	
	Prep for outside air	\$ 95	
X	Stainless Sink 2 basin	STD	STD
	White Apron Farm Sink 2 basin	\$ 135	
	Stainless Apron Farm Sink 1 basin	\$ 450	
	SXS refrigerator wice in door	\$ 1,120	
1	Drop in electric smooth cook top	\$ 20	\$ 20
	Stainless Appliances	\$ 500	
2	Prep for mini split (per blow)	\$ 55	\$ 110
1	GE Front load washer/dryer 220v-white	\$ 1,920	

Bathroom:

X	45" Shower with glass door	STD	STD
	Handicap Bars	\$ 160	
	54" One piece tub w/ long glass door	\$ 101	
	Tile shower w/ sliding glass door	\$ 125	
1	Add medicine cabinet	\$ 179	\$ 179
1	Towel bar & paper tissue holder	\$ 5	\$ 5

Customer Initials _____ Customer Initials _____

X	Residential Main electrical boxes	STD	STD
	Wiring for 4 interior speakers	\$ 39	
	50 AMP std. with panel	STD	STD
1	100 amp electric service w/o power cord	\$ 25	\$ 25
1	Ceiling fan w/ light	\$ 110	\$ 110
1	Exterior ceiling fan no light kit	\$ 125	\$ 125
	Pendant Lighting	\$ 49	
X	AC quick disconnect	STD	STD
	Phone jack	\$ 25	
	TV jack (each) 2 STD	\$ 25	
	Electric Fireplace	\$ 180	
	Extra exterior receptacle (each) 1 STD	\$ 28	
	Extra interior receptacle	\$ 25	
	Interior Can Lights (4 standard)	\$ 41	
X	Exterior Coach Light	STD	STD
X	Interior panel box	STD	STD

Plumbing:

	Rain Showerhead (not in lofts)	\$ 120	
1	Handheld Shower	\$ 42	\$ 42
1	Outside water faucet (each)	\$ 40	\$ 40
		\$ -	
		\$ -	
		\$ -	

Color Choices:

Fabric Color	
Exterior Base	
Exterior Trim	
Metal Color	
Lino Color	
Carpet Color	
Laminate Color	
Cabinet Color	
Countertop Kit	
Countertop Bath	
Countertop Island	
Backsplash Kit	
Backsplash Bath	
Composite Deck Color	
Hardware	Brushed Nickel
Interior Paint	
Window Color	
Exterior Door Color	
Interior Door Color	
Interior Trim Color	
Inter Ceiling Fan Color	
Ext. Ceiling Fan Color	

	Mission cabinet door drawer	STD	STD
	Raised panel door/drawer	STD	STD
	Hanluekett White Cabinets	\$ 520	
	Gray Stained cabinets (raised panel)	\$ 520	
X	Wood shelves and wood drawers	STD	STD
X	Wood slates	STD	STD
X	Hidden hinges	STD	STD
X	Lined Cabinets	STD	STD
	Laminate backsplash (kit & bath)	STD	STD
	Laminate edge (kit & bath)	STD	STD
1	6" x 6" ceramic (bath)	\$ 169	\$ 169
1	6" row of mosaic (kit)	\$ 340	\$ 340
	6" mosaic in the bath only	\$ 120	
	Full 6X6 ceramic backsplash (kit)	\$ 410	
	Full subway tile (kit) 2 rows (bth)	\$ 410	
	Full mosaic tile (kitchen only)	\$ 796	
X	Rounded laminate edge (kit & bath)	STD	STD
	Island with rounded edge	\$ 169	
	Pantry in hall	\$ 275	
	HD Laminate	\$ 172	
	O/H cabinets above bed	\$ 250	
	Nightstand w/ reading light (each)	\$ 102	
	Delta Entertainment Center	\$ (35)	
X	Linens in bath per print	STD	STD

Aftermarket: (We do not hold the warranty on these items)

1	Gree 2 blower air heat ductless	\$ 2,908	\$ 2,908
1	Electrical Connection From Utility Disconnect	\$ 300	\$ 300
1	Delivery block level and tie down	\$ 2,678	\$ 2,678

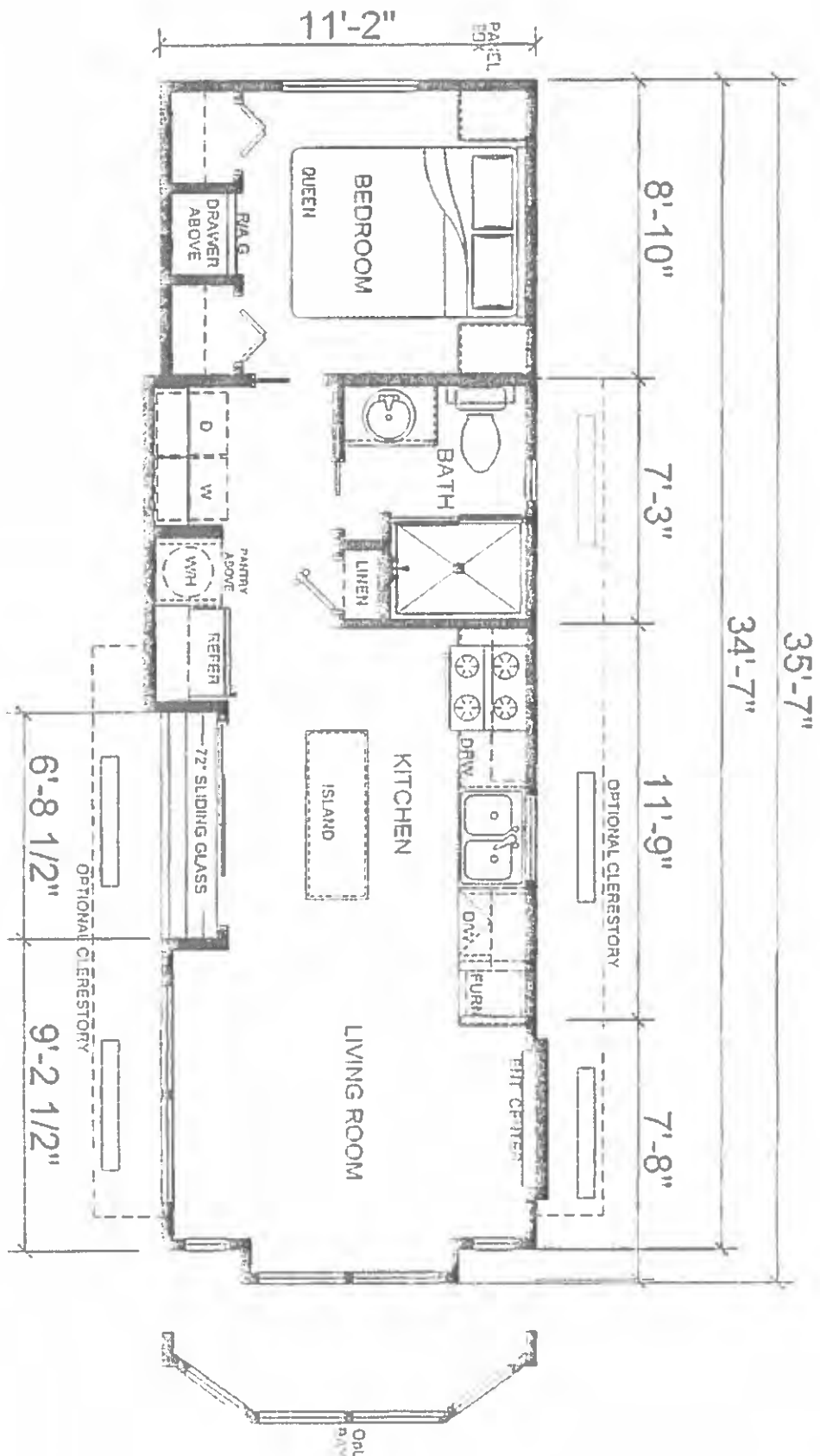
TOTAL UPGRADES \$ 14,600

TOTAL PRICE \$ 44,963

Special Instructions

A licensed electrician will make an electrical connection from the panel box in the Park Model to the Utility Disconnect box supplied by the City of Flower Mound no more than 5 feet from the pad site.

Because of the angle of the porch and or eaves, a Coach Light will be installed in place of (IPO) Can Lights at all entrances.



Platinum
Polishes

3994
Sq Ft

REVISIONS		MODEL	535 Eagles Landing	SHEET	L-101
PROPERTY AND CONFIDENTIAL THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL PROPERTY OF AND NOT TO BE LOANED, REPRODUCED OR COPIED		TITLE	LITERATURE PLAN	DRAWN BY: STAFF	DATE: 11-25-2013
SCALE: 1/8" = 1'-0"					



Signtaure Series

Model: Hillside

Salesperson:
Texas
533FP
Tim
Date:
7/6/2016
Serial Number:
Customer Name: Flower Mound - Twin Cove Park

Dealer PO#:
Flooring/Payment Source: 2016-50

Base Price:
\$ 20,522.00
Exterior:
Total

X	6/12 Roof pitch per print	STD	STD
	8/12 Roof pitch w/2X6 loft floor- trey	\$ 400	
	9/12 Roof pitch w/2X6 loft floor- trey	\$ 580	
	36" 6 panel steel door	STD	STD
1	36" door with blinds IPO solid	\$ 314	\$ 314
	Extra 36" door with blinds in bedroom	\$ 602	
	SGD with blinds	\$ 938	
X	Dual Pane Low E Windows	STD	STD
X	Meta Roof	STD	STD
X	2" Battis on flat 4 X 8 sheets fiber cement	STD	STD
	Lapped Fiber Cement Siding T/O	\$ 199	
	Exterior stain IPO Paint	\$ 150	
X	House wrap around home	STD	STD
X	Energy saving backer board	STD	STD
96	Front deck (per sq foot) 0'	\$ 25	\$ 2,400
	Rear deck (per sq foot)	\$ 25	
	Extra trey (porches over 4 feet & lofts)	\$ 175	
1	Wire Mesh Underbelly	\$ 159	\$ 159
1	12" Eaves (on 11 1/2 wide homes only)	\$ 539	\$ 539
	Extra R-11 in floor	\$ 175	
	Extra R-11 in Ceiling	\$ 175	
X	Radian Barrier	STD	STD
X	R22 in ceiling R11 floors, R13 sidewalls	STD	STD
1	3 Window clerestory	\$ 199	\$ 199
	3 Window clerestory	\$ 170	
	4 Window clerestory	\$ 739	
	Log with chunk on porch	\$ 899	
	Front With 4 Traps	\$ 839	
		\$ -	
X	Composite decking on porch	STD	STD
96	Cedar rails PO vinyl porches (per sq ft)	\$ 140	\$ 134
	1/2 rock wood burning FP on porch	\$ 3566	

Interior:

X	Tap & textured walls	STD	STD
1	Plywood floor decking w/ water proofing	\$ 350.00	\$ 350
X	90" Sidewall height	STD	STD
	Single Loft w 4 can lights tv jack recept	\$ 2,997	
	Double Loft w 4 can lights tv jack recept	\$ 4,460	
X	Water shut off valves	STD	STD
	SYP Through out (walls & ceilings)	\$ 3,800	
X	SYP Baseboard molding (3")	STD	STD
X	Lino flooring throughout	STD	STD
	Laminate flooring T/O	\$ 1,099	
X	SYP Solid Wood Interior Doors	STD	STD
	Bronze fixtures T/O	\$ 165	
	SYP Wainscoting per sq ft	\$ 15	
	Additional SYP door	\$ 742	
X	SYP Window Trim and Casing	STD	STD
1	SYP Ceiling	\$ 1,079	\$ 1,079
	Stained baseboard and trim	\$ 480	
	Run A/C duct to loft per print	STD	STD
	Single Barn Door Closet	\$ 335	

Additional Options:
Total

	Water Heater Pan	\$ 20	
	1/2 SYP Ceiling	\$ 579	
	SYP Sillkit in Kitchen	\$ 276	
	SYP Backsplash	\$ 120	
96	Chair rail in all living areas	\$ 150	\$ 144
	Twin bunk beds w mattresses	\$ 775	
	King bed with frame	\$ 605	
	Queen bed with frame	\$ 635	
	Sleeper Sofa	\$ 575	
2	2 Reading Lights	\$ 45	\$ 90
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	

Appliances:

X	17 Cu Ft Refrigerator Black	STD	STD
1	Icemaker for standard refrigerator	\$ 169	\$ 169
	30" gas range	STD	STD
	Coil top electric range	\$ 58	
	Smooth top electric range	\$ 159	
	Plumb for gas range (or gas line)	\$ 93	
	Garbage Disposal	\$ 163	
1	Dishwasher (18")	\$ 599	\$ 599
1	Microwave/Convection Oven	\$ 109	\$ 100
	40,000 BTU propane furnace	STD	STD
1	Orn 140,000 BTU propane furnace	\$ 1,000	\$ 1,000
X	20 gallon electric water heater	STD	STD
	Plumb for washer/dryer 110/220	\$ 99	
	Run 8 wire for the mostat	\$ 5	
	Prep for outside air	\$ 95	
X	Stainless Sink 2 basin	STD	STD
	White Apron Farm Sink 2 basin	\$ 135	
	Stainless Apron Farm Sink 1 basin	\$ 150	
	SXS refrigerator w ice in floor	\$ 1,120	
1	Drop in electric smooth cook top	\$ 50	\$ 50
	Stainless Appliances	\$ 100	
2	Prep for mamp (per bower)	\$ 55	\$ 110
	GE Front load washer/dryer 720v white	\$ 920	

Bathroom:

X	48" Shower with glass door	STD	STD
	Handicap Bars	\$ 150	
	54" One piece tub w sliding glass door	\$ 701	
	Tub/shower w sliding glass door	\$ 325	
1	Additional medicine cabinet	\$ 169	\$ 169
1	Towel bar & paper tissue holder	\$ 15	\$ 15

Customer Initials
Customer Initials

X	Residential Nail on electrical boxes	STD	STD
	Wiring for 4 interior speakers	\$ 99	
	50 AMP pad with pigtail	STD	STD
1	100 amp electric service w/o power cord	\$ 25	\$ 25
1	Ceiling fan w/ light	\$ 118	\$ 118
1	Exterior ceiling fan no light kit	\$ 125	\$ 125
	Pendant Lighting	\$ 49	
X	AC quick disconnect	STD	STD
	Phone jack	\$ 25	
	TV jack (each) 2 STD	\$ 25	
	Electric Fireplace	\$ 320	
	Extra exterior receptacle (each) 1 STD	\$ 89	
	Extra interior receptacle	\$ 35	
	Interior Can Lights (4 standard)	\$ 41	
X	Exterior Coach Light	STD	STD
X	Interior panel box	STD	STD

Plumbing:

	Rain Showerhead (not in kits)	\$ 120	
1	Handheld Shower	\$ 42	\$ 42
1	Outside water faucet (each)	\$ 40	\$ 40
		\$	
		\$	
		\$	

Color Choices:

Facade Color	
Exterior Base	
Exterior Trim	
Metal Color	
Lino Color	
Carpet Color	
Laminate Color	
Cabinet Color	
Countertop Kit	
Countertop Bath	
Countertop Island	
Backsplash Kit	
Backsplash Bath	
Composite Deck Color	
Hardware	Brushed Nickel
Interior Paint	
Window Color	
Exterior Door Color	
Interior Door Color	
Interior Trim Color	
Interior Ceiling Fan Color	
Ext. Ceiling Fan Color	

	Mission cabinet door encor	STD	STD
X	Raised panel door entry	STD	STD
	Hantuckett White Cabinets	\$ 520	
	Gray Stained cabinets (raised panel)	\$ 520	
X	Wood shelves and wood drawers	STD	STD
X	Wood tiles	STD	STD
X	Hidden hinges	STD	STD
X	Lined Cabinets	STD	STD
	Laminate backsplash (kit & bath)	STD	STD
	Laminate edge (kit & bath)	STD	STD
1	6 x 6 ceramic (bath)	\$ 189	\$ 189
1	5" row of mosaic (kit)	\$ 340	\$ 340
	6" mosaic in the bath only	\$ 120	
	Full 6X6 ceramic backsplash (kit)	\$ 410	
	Full subway tile (kit) 2 rows (bth)	\$ 410	
	Full mosaic tile (kitchen only)	\$ 796	
X	Rounded laminate edge (kit & bath)	STD	STD
	Island with rounded edge	\$ 189	
	Pantry in hall	\$ 276	
	HD Laminate	\$ 172	
	O/H cabinets above bed	\$ 250	
	Nightstand w/ reading light (each)	\$ 102	
	Elite Entertainment Center	\$ (35)	
X	Linen in bath per print	STD	STD

Aftermarket: (We do not hold the warranty on these items)

1	See 2 blower w/c-heal ductless	\$ 2,908	\$ 2,908
1	Electrical Utility Connection	\$ 900	\$ 900
1	Delivery block, level and tie down	\$ 2,678	\$ 2,678

TOTAL UPGRADES \$ 14,275

TOTAL PRICE \$ 42,897

Special Instructions

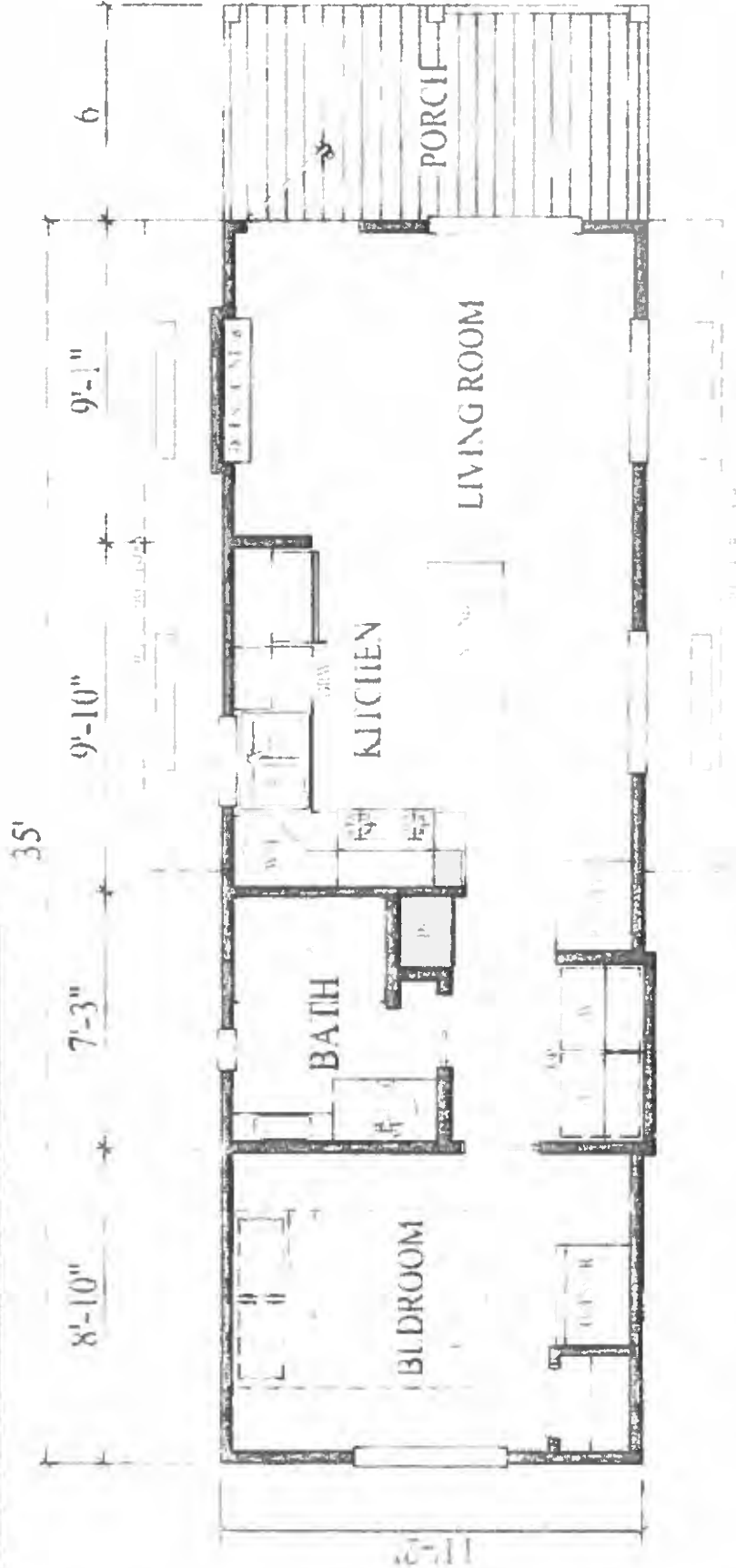
A licensed electrician will make an electrical connection from the panel box in the Park Model to the Utility Disconnect box supplied by the City of Flower Mound no more than 5 feet from the pad site.

Because of the angle of the porch and or eaves, a Coach Light will be installed in place of (IPO) Can Lights at all entrances.

Customer Initials

Customer Initials

Bringing Quality Back
Signature Series



“Hillside 6’FP”

PLATINUM COTTAGES	903-675-2525 Office
9770 Highway 31 West	903-675-2565 Fax
Malakoff, TX 75148	www.platinumcottages.com

**Signtaure Series**

Model: Still Water

Salesperson:

Texas

570FP

Tim

Date:

7/6/2016

Serial Number:

Customer Name: Flower Mound - Twin Cove Park

Dealer PO#:

Flooring/Payment Source: 2016 50

Base Price: \$ 30,507.00

Exterior:

Total

X	6/12 Roof pitch per point	STD	STD
	9/12 Roof pitch w/2X6 left floor tray	\$ 400	
	9/12 Roof pitch w/2X6 left floor tray	\$ 500	
	36" 6 panel steel door	STD	STD
1	36" door with blinds IPO sold	\$ 314	\$ 314
	Extra 36" door with blinds in bedroom	\$ 602	
X	SGD with blinds	STD	STD
X	Dual Pane Low E Windows	STD	STD
X	Metal Roof	STD	STD
X	2" Balis on flat 4 X 8 sheets fiber cement	STD	STD
	Lapped Fiber Cement Siding T/O	\$ 999	
	Exterior stain PO Paint	\$ 350	
X	House wrap around home	STD	STD
X	Energy saving backer board	STD	STD
96	Front Deck (per sq foot) 6"	\$ 25	\$ 2,400
	Rear deck (per sq foot)	\$ 25	
	Extra side porches over 4 feet & o/s)	\$ 325	
1	Wire Mesh Underbody	\$ 159	\$ 159
1	12" Eaves on 1 1/2 wide homes only)	\$ 539	\$ 539
	Extra R-11 in floor	\$ 175	
	Extra R-11 in Ceiling	\$ 175	
X	Radiant Barrier	STD	STD
X	R22 in ceiling R11 floors R13 sidewalls	STD	STD
1	2 window clerestory	\$ 499	\$ 499
	3 Window Clerestory	\$ 670	
	4 window Clerestory	\$ 799	
	Log with chunk on porch	\$ 699	
	Front With 4 Traps	\$ 639	
		\$ -	
X	Composite decking on porch	STD	STD
96	Cedar Balis IPO vinyl porchtails (per sq ft)	\$ 1.40	\$ 134
	1/2 rock wood burning FP on porch	\$ 3,566	

Interior

X	Tape & textured walls	STD	STD
1	Plywood floor decking w/ water proofing	\$ 350.00	\$ 350
X	90" Sidelwall height	STD	STD
	Single Loft w/ 4 can lights tv rack recept	\$ 2,997	
	Dbt Loft w/ 4 can lights tv rack recept	\$ 4,460	
X	Water shut off valves	STD	STD
	SYP Through out (walls & ceilings)	\$ 3,800	
X	SYP Baseboard molding (3)	STD	STD
X	Carpet flooring throughout	STD	STD
	L3 laminate flooring T/O	\$ 1,699	
X	SYP Solid Wood Interior Doors	STD	STD
	Bronze Fixtures T/O	\$ 165	
	SYP Wainscoting per sq ft	\$ 15	
	Additional SYP door	\$ 242	
X	SYP Window Trim and Casing	STD	STD
1	SYP Ceiling	\$ 1,079	\$ 1,079
	Shined Baseboard and trim	\$ 480	
	Run A/C duct to left per point	STD	STD
	Single Barn Door Closet	\$ 335	

Additional Options:

Total

	Water Heater Pan	\$ 20	
	1/2 SYP Ceiling	\$ 579	
	SYP Soffit in Kitchen	\$ 276	
	SYP Backsplash	\$ 120	
	Chair rail in dining areas	\$ 150	
1	Twin bunk beds with mattresses	\$ 725	\$ 725
	King bed w/ frame	\$ 685	
	Queen bed w/ frame	\$ 635	
	Sleeper Sofa	\$ 575	
2	Reading Lights	\$ 45	\$ 90
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	

Appliances:

X	17 Cu Ft Refrigerator Back	STD	STD
1	Icemaker for standard refrigerator	\$ 169	\$ 169
	30" gas range	STD	STD
	Coil top electric range	\$ 88	
	Smooth top electric range	\$ 259	
	Plumb for gas range (or gas line)	\$ 93	
	Garbage Disposal	\$ 153	
1	Dishwasher (18")	\$ 599	\$ 599
1	Microwave/Convection Oven	\$ 400	\$ 400
	40,000 BTU propane furnace	STD	STD
1	Om 140,000 BTU propane furnace	\$ 1,800	\$ 1,800
X	20 gallon electric water heater	STD	STD
	Plumb for washer/dryer 110/220	\$ 199	
	Run 0 wire for thermostat	\$ 15	
	Prep for outside air	\$ 55	
X	Stainless Sink 2 basin	STD	STD
	White Apron Farm Sink 2 basin	\$ 435	
	Stainless Apron Farm Sink 1 basin	\$ 450	
	6XS refrigerator w/ ice in door	\$ 1,120	
1	Drop in electric smooth cook top	\$ 20	\$ 20
	Stainless Appliances	\$ 60	
1	Prep for in disposal (per blower)	\$ 25	\$ 25
1	GE Front load washer/dryer 220v white	\$ 1,520	

Bathroom:

X	48" Shower with glass door	STD	STD
	Handicap Bars	\$ 50	
	24" One piece tub w/ sliding glass door	\$ 201	
	Tub/shower w/ sliding glass door	\$ 225	
1	Add medicine cabinet	\$ 59	\$ 59
1	Towel bar & paper tissue holder	\$ 15	\$ 15

Customer Initials

Customer Initials

X	Residential Nail on electrical boxes	STD	STD
	Wiring for 4 interior speakers	\$ 99	
	50 AMP std. with pigtail	STD	STD
1	100 amp electric service w/o power cord	\$ 25	\$ 25
1	Ceiling fan w/ light	\$ 110	\$ 110
1	Exterior ceiling fan no light kit	\$ 125	\$ 125
	Pendant Lighting	\$ 49	
X	AC quick disconnect	STD	STD
	Phone jack	\$ 25	
	TV jack (each) 2 STD	\$ 25	
	Electric Fireplace	\$ 390	
	Extra exterior receptacle (each)-1 STD	\$ 68	
	Extra interior receptacle	\$ 25	
	Interior Can Lights (4 standard)	\$ 41	
X	Exterior Coach Light	STD	STD
X	Interior panel box	STD	STD

Plumbing:

	Rain Showerhead (not in lofts)	\$ 120	
1	Handheld Shower	\$ 42	\$ 42
1	Outside water faucet (each)	\$ 40	\$ 40
		\$ -	
		\$ -	
		\$ -	

Color Choices:

Fascia Color	
Exterior Base	
Exterior Trim	
Metal Color	
Lino Color	
Carpet Color	
Laminate Color	
Cabinet Color	
Countertop Kit	
Countertop Bath	
Countertop Island	
Backsplash Kit	
Backsplash Bath	
Composite Deck Color	
Hardware	Brushed Nickel
Interior Paint	
Window Color	
Exterior Door Color	
Interior Door Color	
Interior Trim Color	
Inter Ceiling Fan Color	
Ext Ceiling Fan Color	

	Mission cabinet door oncor	STD	STD
X	Raised panel of corky	STD	STD
	Nantuckett White Cabinets	\$ 520	
	Gray Stained cabinets (raised panel)	\$ 520	
X	Wood shelves and wood drawers	STD	STD
X	Wood stiles	STD	STD
X	Hidden hinges	STD	STD
X	Lined Cabinets	STD	STD
	Laminate backsplash (kit & bath)	STD	STD
	Laminate edge (kit & bath)	STD	STD
1	6 x 6 ceramic (bath)	\$ 90	\$ 90
1	5" row of mosaic (kit)	\$ 340	\$ 340
	5" mosaic in the bath only	\$ 120	
	Full 6X6 ceramic backsplash (kit)	\$ 410	
	Full subway tile (kit) 2 rows (bath)	\$ 410	
	Full mosaic tile (kitchen only)	\$ 706	
X	Rounded laminate edge (kit & bath)	STD	STD
	Island with rounded edge	\$ 489	
	Pantry in hall	\$ 276	
	HD Laminat	\$ 172	
	O.H cabinets above bed	\$ 250	
	Nightstand w/ reading light (each)	\$ 102	
	Delete Entertainment Center	\$ 350	
X	Linen in bath per print	STD	STD

Aftermarket: (We do not hold the warranty on these items)

1	Gre 2 blower air-heat ductless	\$ 2,900	\$ 2,908
1	Electrical Utility Connection	\$ 900	\$ 900
1	Delivery block level and tie down	\$ 2,678	\$ 2,678

TOTAL UPGRADES \$ 14,777

TOTAL PRICE \$ 45,284

Special Instructions

A licensed electrician will make an electrical connection from the panel box in the Park Model to the Utility Disconnect box supplied by the City of Flower Mound no more than 5 feet from the pad site

Because of the angle of the porch and or eaves, a Coach Light will be installed in place of (IPO) Can Lights at all entrances



Purchasing & General Services

Addendum No. 2

Issued June 20, 2016

RFP No:	2016-50
RFP Title:	Best Value Bid for the Purchase of Park Models from Twin Coves Park
RFPs Due:	July 6, 2016 at 11:00am (Central Time)

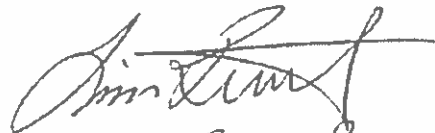
Addendum #2 is issued by the Town of Flower Mound Purchasing Office. Please see the following for changes/additions/deletions to the specifications:

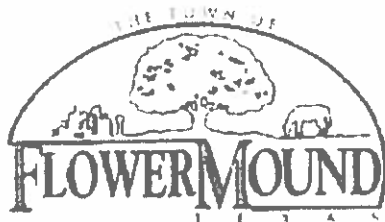
Clarifications:

- Q1. On page 11 – Reading lights – is that to include night stands?
A1. Reading lights could be mounted to end tables, attached to the wall, or recessed in the ceiling. It just depends on the floor model and the size of the bedroom.
- Q2. What is the size of spaces for the park models? This will help determine best fit in width and length.
A2. The sites could be accommodated to fit the wider units if needed. The different vendor's can submit several options (floor plans) for each type of unit requested for us to choose from.
- Q3. There are two types of rails for the porches, which rails are you requesting?
A3. We are requesting the cedar rails.
-

For questions regarding this addendum contact:

Rochelle M. Ragas, CPPB
Purchasing Manager
(972) 874-6009
rochelle.ragas@flower-mound.com


Tim Rutledge



Purchasing & General Services

Addendum No. 1

Issued June 17, 2016

RFP No:	2016-50
RFP Title:	Best Value Bid for the Purchase of Park Models from Twin Coves Park
RFPs Due:	July 6, 2016 at 11:00am (Central Time)

Addendum #1 is issued by the Town of Flower Mound Purchasing Office. Please see the following for changes/additions/deletions to the specifications:

Clarifications:

- | | |
|-----|---|
| Q1. | On page 10 – Interior Construction Features – Plywood Floor – can we base pricing on ¾" thickness? |
| A1. | This is acceptable. |
| Q2. | On page 10 – Contractor is responsible for installation of the units, which also includes proper raising/leveling of the unit, hooking up utilities (water, electricity, sewer) – a 100amp electrical service requires a licensed electrician to make that connection from each proposer? |
| A2. | Yes,. |
| Q3. | What is your definition of double door? Is it a side by side refrigerator or top freezer and bottom main body? |
| A3. | The minimum we will accept is the top freezer/bottom main body type. It is up to the company what is submitted with their pricing. |
| Q4. | What are the dimensions of the park models being requested? For instance 11.2' wide or 15' wide. |
| A4. | Submit the plans you think would best fit our needs based on the RFP. |
| Q5. | Do you want porches added to any of the park models? |
| A5. | Yes, porches need to be added to all units. Our general contractor will build the stairs and ramps as needed. |
| Q6. | All of our floor plans can have a 6'-10' porch. Which size should I use? |
| A6. | We want to have 8' porches on all park models. |
| Q7. | Item No. 2 on page 27 – single bedroom park model with bunk bed area – is that considered the 'double' park model as detailed in the bid notes? |
| A7. | Yes. |
| Q8. | Item No. 3 on page 27 – single accessible park model – is that considered the 'handicapped accessible park model'? |
| A8. | Yes. |

- Q9. Page 15 section 3 – Contractor will obtain all permits/licenses required to perform work or deliver products, where applicable – what permits/licenses does the Town of Flower Mound require from the proposer in the delivery of the said park models?
- A9. A certified electrician will be required to bring in the 100amp service. The electrician will need to be licensed to work within the Town of Flower Mound.

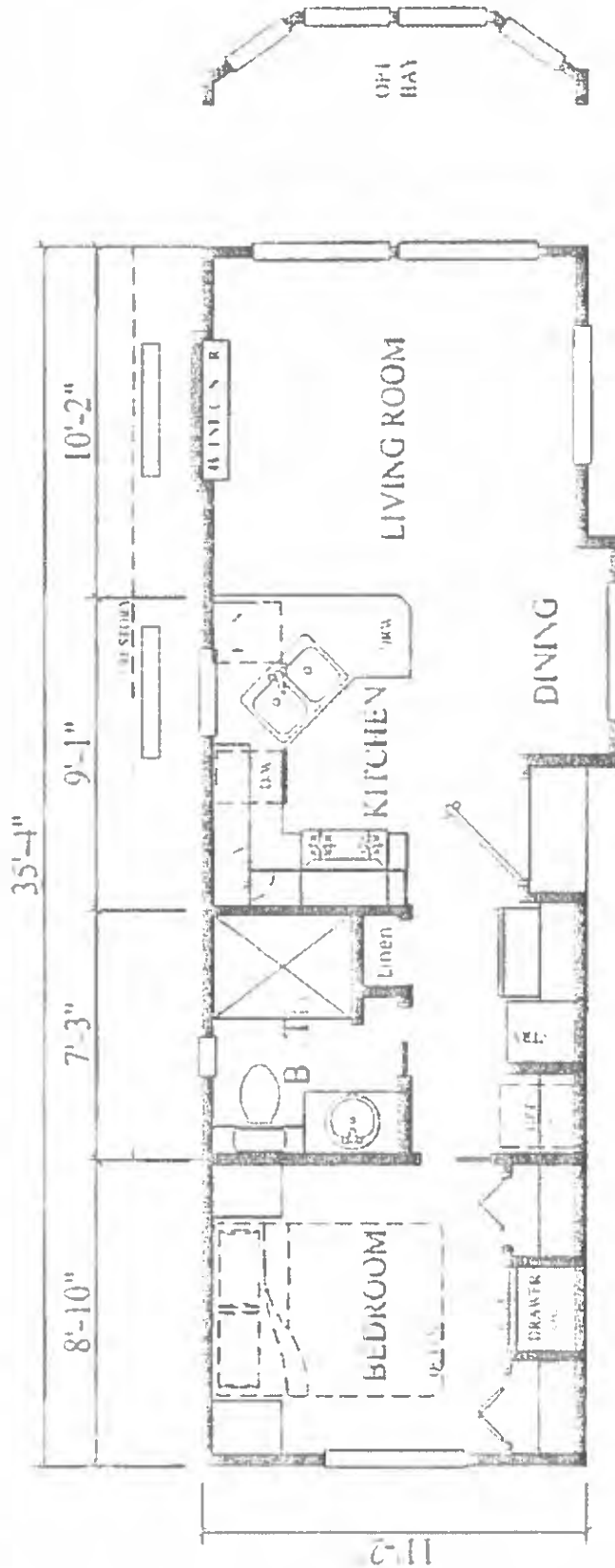
For questions regarding this addendum contact:

Rochelle M. Ragas, CPPB
Purchasing Manager
(972) 874-6009
rochelle.ragas@flower-mound.com


Tim Rutledge



Bringing Quality Back
Signature Series



“Still Water”

PLATINUM COTTAGES	903-675-2525 Office
9770 Highway 31 West	903-675-2565 Fax
Malakoff TX 75148	www.platinumcottages.com

ATTACHMENT B

SPECIFICATIONS / SCOPE OF WORK

1 GENERAL OVERVIEW

The Town of Flower Mound ('Town') is seeking a vendor to provide park models built to ANSO A119-5 Codes for Park Model RV's. All park models provided must display the RVIA logo.

This is a best value bid. The Town will award a contract to the bidder(s) providing the best value to the Town of Flower Mound, as determined by the evaluation criteria as stated herein.

2 SPECIFICATIONS / SCOPE OF WORK

The Park Models proposed shall meet or exceed the following minimum bid specifications listed below.

The Contractor will be responsible for the installation of the units, which also includes proper raising/leveling of the unit, hooking up utilities (water, electric, sewer) which will be provided within five feet of pad site, removal of trailer hitch, and repairing any issues caused during delivery, and other items as needed.

Exterior Construction Features:

Dual Pane (low e) single hung vinyl windows
vaulted ceiling

Mullions at most windows (grids)

Insulated patio doors with Built in Blinds

36"x80" Steel Exterior doors with deadbolt lock
rollers

R-22 Fiberglass insulation in roof

R-11 Fiberglass insulation in the floors

R-13 Fiberglass insulation in the side walls

Sliding glass door w/ blinds build in – per plan

Vented attic with vapor barrier

2 window clerestory dormer - per model

Energy saving house wrap around home

Metal rugged roof - 29 Gauge (min)

2x6 floor and 2x4 sidewall construction - 16" O.C.

2 X 4 Trussed roof rafters, 16" O.C.

6/12 Roof pitch on non-lofted models

8/12 Roof pitch on lofted models

Interior Construction Features:

90" Sidewall height w/ extra high

Custom Wood Cabinetry (NO MDF)

Hidden cabinet door hinges

Premium metal drawer guides and

Textured ceiling

Fire extinguisher

Ceiling fan in living room

Vinyl Flooring throughout; Upgraded
Carpet w pad Lofts

Plywood floor decking w/ water
proofing

Line All Cabinets and Drawers

Tape & textured sheetrock walls 1/2"
(glued, screwed & painted)

T&G Pine ceiling in all living areas
(Stain Grade)

Chair Rail in all living areas

One piece 48" fiberglass shower
w/enclosure-per model

20 gallon electric water heater w/ pan

Stainless Steel kitchen sink w/single
lever faucet & sprayer

Full length 10" steel "I" - beam frame, fully extended outriggers

Cemplank Fiber-Cement siding by James Hardie or equal

OSB backer board

House wrap around house

High density Sheptex (rodent proof) underbelly

Wire Mesh Underbelly

Detachable trailer hitch

Can lights at each entry

Hurricane tie down strapping

100 Amp Electrical Panels

Ductless Split AC/Heating System

Quick disconnect for A/C

Exterior ceiling fan - per model

Exterior GFCI 110 volt receptacle by patio door

12" Continuous Eave front and rear

8" Continuous Eave sidewalls

Outside Water Faucet

***All park models must be built to ANSI A119.5 Codes
for park model RV's**

All park models must display RVIA logo

All park models must display RVIA Logo



Brushed Nickel Hardware

Porcelain house type elongated toilet

Flip down sink trays in kitchen

17 cu. ft. double door frost
freerefrigerator w/ Ice Maker

Smooth top four burner electric Stove
Top (no Oven)

Space maker Convection Microwave

Dishwasher

Bank of Cabinet Drawers in Kitchen
All Wood NO MDF

Easy touch rocker light switches

Entertainment center

Smoke and CO2 detectors

Shut off valves throughout

Conveniently located TV jacks –
bedroom, loft and living

Dual reading lights in bedroom

Overhead can lighting through out

1 1/2" blinds throughout

Metal Handheld Shower Faucet
(Commercial Grade)

Medicine cabinet in bathroom

Wilsonart Standard Countertops or
equal

Ceramic Tile Backsplash in Bath

Mosaic Tile Backsplash in Kitchen

Towel bar & paper tissue holder

Interior covered panel box

Nail on electrical boxes

Solid Wood Interior Doors

Drawers below wardrobe-Per model

China lavatory sinks in bath

3" Base board molding

3 REQUIRED DOCUMENTATION

- 3.1 Contractor must complete the Contractor's Qualifications form included in this solicitation. Failure to complete this form will disqualify the Contractor and the submission will be deemed non-responsive.
- 3.2 Contractor must provide a list of references for projects of the same or similar size as requested in this solicitation. Information provided shall include the name, title, name of company, address, phone, fax, and email address of person(s) with direct knowledge of the services performed.
- 3.3 Contractor must provide a copy of its current certificate of insurance
- 3.4 Contractor must supply detailed floor plans and elevations for each unit proposed.
- 3.5 Contractor must provide warranty information for each unit proposed.
- 3.6 Contractor must provide a price list for its furnished park model AND a price list for upgrades for finished out items.

END OF SPECIFICATIONS / SCOPE OF WORK

ATTACHMENT C

SPECIAL PROVISIONS

1 TOWN'S RIGHT TO INSPECT AND AUDIT

- 1.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Town shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Town to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from the Town or the Town's authorized representative.
- 1.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Town, its agents and authorized representatives. The Contractor shall provide the Town with retrievals of computer-based records or transactions that the Town determines to be necessary to conduct the audit. There shall be no charge to the Town for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.
- 1.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Town's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Town shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 1.4 The Contractor shall insert an item containing the Audit provisions in 1.1 through 1.5 of this section, including this paragraph, in all subcontracts hereunder except as altered as may be necessary for the proper identification of the contracting parties and the Town under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 1.5 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract value audited, the cost of the Town's audit shall be paid by the Contractor.

2 CONTRACT TERM

- 2.1 This Contract, if awarded, shall be for a **one-year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Town's Purchasing Manager, unless renewed under the provisions below.

3 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

- 3.1 The Contractor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Contract. Neither acceptance of such Work by the Town, nor payment therefore, shall relieve the Contractor of this responsibility. If and when applicable, the Contractor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.
- 3.2 In addition, at its own expense, the Contractor shall:
 - 3.2.1 Take all precautions necessary per state regulations and/or OSHA Regulations to protect persons or property against injury or damages occurring as a result of its operations;
 - 3.2.2 Obtain all permits/licenses required to perform work or deliver products, where applicable. (any cost for compliance shall be paid by the Contractor);
 - 3.2.3 Provide competent supervisors and workmen;
 - 3.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
 - 3.2.5 Perform the Work without unnecessarily interfering with Town operations;
 - 3.2.6 Provide all vehicles and tools as necessary for its use; and
 - 3.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

4 DELIVERIES OF PRODUCT(S)

- 4.1 Delivery date is an important factor to the Town and may be required to be a part of each bid. The Town considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the Town at the specified delivery location.
- 4.2 It is anticipated that this project can be completed in 60 consecutive calendar days from the date the Purchase Order is issued by the Town. It is understood and agreed that the work is to be completed in full within the aforementioned consecutive calendar days after issuance of the purchase order.
- 4.3 All product(s) covered by this bid shall be delivered F.O.B. Destination Town of Flower Mound, from point of assembly to the Flower Mound area by railway freight or conveyed by truck or airfreight. The Town shall not be liable for any deliveries unless same has been received at the specified delivery location within the Town of Flower Mound, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Contractor until after the Town completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Contractor.
- 4.4 Delivery will be made only upon authorization of the Town's Technical Representative or Town's Purchasing Manager or designee, and shall be made if, as, and when required and ordered by the Town, at such intervals as directed.

- 4.5 Contractor warrants that all deliveries made under the Contract will be of the type and quality specified; and the Town's Purchasing Manager, or designee, may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The Town shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- 4.6 Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Town's Purchasing Manager to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the Town over and above the bid price.
- 4.7 All materials delivered if required shall be free of any and all liens and shall upon acceptance thereof become the property of the Town, free and clear of any materialman's, supplier's, or other type liens.
- 4.8 Acceptance by the Town of any delivery shall not relieve the Contractor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the Town's right to request replacement of defective material.

5 DELIVERY LOCATION

- 5.1 Unless otherwise directed by the specifications, order, or the Town's authorized representative, the products to be furnished under this Contract shall be delivered to:

Town of Flower Mound
Twin Coves Park
5001 Wichita Trail
Flower Mound, Texas 75022
- 5.2 The Successful Contractor may be required to provide notification of intent to deliver at least seventy-two (72) hours in advance of scheduled delivery. Unless otherwise agreed upon at time of notification, delivery must be accomplished between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday (excluding Town-observed holidays).

6 INSURANCE PROVISIONS

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to contract execution. Renewal certificates shall also be supplied upon expiration.

- 6.1 **MINIMUM SCOPE OF INSURANCE**
Coverage shall be at least as broad as:
 - 6.1.1 ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
 - 6.1.2 Workers compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

6.1.3 Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile liability is only required if vehicle(s) will be used under this contract.

6.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits throughout this Contract not less than:

6.2.1 Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

6.2.1.1 Premises/Operations

6.2.1.2 Broad Form Contractual Liability

6.2.1.3 Products and Completed Operations

6.2.1.4 Personal Injury

6.2.1.5 Broad Form Property Damage

6.2.2 Workers compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee.

Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

6.2.3 All policies shall waive the insurer's right of recovery or subrogation against the Town.

6.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

6.4 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

6.4.1 General Liability and Automobile Liability Coverages:

6.4.1.1 The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

6.4.1.2 The Contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

6.4.1.3 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, commissions or volunteers.

6.4.1.4 The Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

6.4.2 Worker's Compensation and Employer's Liability Coverage:

6.4.2.1 The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Town.

6.4.3 All Coverages:

6.4.3.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

6.5 ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

6.6 VERIFICATION OF COVERAGE

The Contractor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACCORD form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require insurance endorsements and complete, certified copies of all required insurance policies at any time.

7 NEW MATERIALS

All products and components to be provided under this Contract shall be new (not used, refurbished, or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended, unless otherwise specified. If at any time during the performance of this Contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the Purchasing Manager immediately, in writing, including the reasons and proposing any consideration which will flow to the Town if authorization to use such supplies or components is granted.

8 PROTECTION AND RESTORATION OF PROPERTY

8.1 The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Work, or at any time due to defective Work or materials, and said responsibility will not be released until the project shall have been completed and accepted by the Town.

8.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in a reasonable manner acceptable to the injured party.

9 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall control its operations and those of its subcontractors and all suppliers to assure the least inconvenience to the Town operation. Under all circumstances, safety shall be the most important consideration.

END OF SPECIAL PROVISIONS

ATTACHMENT D

GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound ("Town"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com) and the *Denton Record Chronicle*. The Town shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the Proposer shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the Proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The Town of Flower Mound utilizes IonWave Technologies, Inc. to advertise and receive proposals electronically over the Internet. Electronic submissions through IonWave Technologies, Inc. shall be electronically signed and dated by a duly designated representative or agent of the company submitting the proposal. Proposer should clearly and concisely provide all requested information as stated in the proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

The Town of Flower Mound has elected to fund a monthly fee to IonWave Technologies, Inc. in order to eliminate all costs for proposer to utilize the system for proposals solicited by the Town. For **Cooperative Procurements and Reverse Auctions ONLY**, proposer agrees to pay to IonWave Technologies, Inc. a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods or services awarded to the respondent. Cooperative procurements and Reverse Auctions will be clearly identified in the proposal documents. To assure that all respondents are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com) for further information.

7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the proposal. Proposer shall clearly and concisely provide all requested information as stated in the proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF PROPOSALS:** Paper submissions shall be presented to the Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by the stated deadline. Paper submissions shall be presented in a sealed envelope with proposer's

name and the proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to proposal opening shall be initialed by the signer of the proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered cannot be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting minor errors in bid price after bid opening. However, a bidder may be able to withdraw a bid only if it contains a substantial mistake that would, in the sole opinion of the Town, cause a great hardship if enforced against the bidder.

11. **TAXES:** The Town is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006. In no event is it the Town's responsibility to provide a tax exempt form without a request for the same.
12. **WITHDRAWAL OF PROPOSAL:** Proposer agrees that its proposal may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of proposal without written approval of the Purchasing Manager.
13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the proposer. The Town will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the Town's discretion, testing may be required prior to award of proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.
16. **SAMPLES:** At the Town's discretion, samples may be required prior to award of proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this proposal packet is descriptive and **not** restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, refurbished, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **PROPOSAL OPENINGS:** The names of all proposers will be read aloud at the Town's scheduled opening for the designated proposal. However, the naming or reading of a proposal shall not be construed as a comment on the responsiveness of such proposal, or as any

indication that the Town accepts such proposal as responsive. Pricing information will not be released until after a proposer is selected and the contract is awarded.

The Town will make a determination regarding the responsiveness of proposals submitted based upon compliance with all applicable laws and the Town's purchasing guidelines and project documents including, but not necessarily limited to, the proposal specifications and contract documents. The Town will notify the successful proposer upon award of the contract; and, if required by State law, all proposals received will be available for inspection after award.

19. **SUMMARY SHEET:** Proposal summary results are typically published within one (1) business day after the scheduled opening. Proposal summary results will be available for public viewing at www.flower-mound.com and [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies, Inc.com). Interested parties desiring a copy of a proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION:** In submitting a proposal, Proposer certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST:** Proposer acknowledges awareness of the state laws including chapter 176 of the Local Government Code, the Town Charter, and the Town Code of Ethics regarding conflicts of interest and agrees to comply with each. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **NON-RESIDENT PROPOSERS:** Texas law may prohibit the Town from awarding contracts to a non-resident unless the amount of such proposal is lower than the amount of the lowest proposal by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder on a proposal for goods and services in the non-resident bidder's state, or the amount by which a resident bidder/proposer would be required to underbid the non-resident bidder/proposer to obtain a comparable contract in the state in which a majority of the manufacturing related to the contract will be performed (Texas Government Code, Chapter 2252).
23. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the Town for delinquent taxes or otherwise, will not be recommended for award of any proposal until the arrearage has been cleared in writing by the Town. If a proposer becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing by the Town.
24. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A proposer must affirmatively demonstrate responsibility. The Town may request representation and other information sufficient to determine proposer's ability to meet the minimum standards including but not limited to, the following:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.
25. **AWARD OF CONTRACT:** The Town reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take

administration costs into consideration when awarding multiple contracts.

When applicable, the Town may award proposals to the lowest responsive responsible proposer(s), or to the proposer(s) who provides goods or services at the best value to the Town. If using these methods, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The purchase price;
 - B. The reputation of the proposer and of the proposer's goods or services;
 - C. The quality of the proposer's goods or services;
 - D. The extent to which the goods or services meet the Town's needs;
 - E. The proposer's past relationship with the Town;
 - F. The impact on the ability of the Town to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - G. The total long-term cost to the Town to acquire the proposer's goods or services;
 - H. Any relevant criteria specifically listed herein or in the contract documents.
26. **ACCEPTANCE:** Proposer agrees that acceptance of any or all items by the Town shall be binding upon proposer. Proposer shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.
 27. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for the proposal will be for one (1) year upon Town approval, with three (3) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.
 28. **FUNDING:** The Town is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.
 29. **ASSIGNMENT:** The successful proposer shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.
 30. **INTERLOCAL AGREEMENT:** The successful proposer agrees to extend prices for goods and services under the same terms and conditions of this proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound.
 31. **CHANGE ORDER:** The Town of Flower Mound reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the Town of Flower Mound and acknowledged by the contracted proposer. **All change orders and modifications to the contract shall be processed through the Purchasing Division only.**
 32. **DELIVERY PROMISE – PENALTIES:** Where indicated, proposers must provide number of calendar days required to deliver goods or services to the Town of Flower Mound after receipt of order (ARO). **Do not quote shipping dates.** When delivery delay can be foreseen, the proposer shall provide advance notice to the Purchasing Manager, who shall have the right to extend the

delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting proposer may be subject to re-procurement costs.

33. **DELIVERY TIMES:** Unless otherwise specified herein, deliveries will only be accepted during normal working hours at location(s) designated by the Town.
34. **INSPECTION:** Upon receipt of goods or services, the same will be inspected for compliance with the specifications and contract documents. If the goods or services do not pass inspection, the proposer will be required to remedy the situation at the proposer's sole expense. The proposer will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the plans and specifications and terms and conditions of the contract and to the Town's satisfaction.
35. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accountspayable@flowermound.com.
36. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in the proposal document.
37. **AUDIT:** The Town shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the proposer to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit. In the case of a conflict between the Special Provisions and this paragraph, the Special Provisions shall control.
38. **INSURANCE:** The Town requires proposer(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the Special Provisions herein.
39. **PRICE ESCALATION:** Unless otherwise stated in the Special Provisions or specifications herein, prices must remain firm for the initial term of the contract. The contracted proposer may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. The basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted proposer must shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION:** If during the life of the contract, the contracted proposer's net prices to other customers for the same goods or services are lower than the Town's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. **INDEMNITY:** The proposer agrees to release, defend, indemnify and hold harmless the Town of Flower Mound, its officers, agents and employees from and against any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct whether intentional or unintentional or any negligent act, omission, or fault of the successful proposer, or of any agent, employee, authorized representative, subcontractor, or supplier in the execution of, or performance under this contract or any contract which may result from the proposal and the proposer so agrees upon the submission of the proposal. The proposer must

deliver, if so requested by the Town, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.

42. **PATENT RIGHTS:** Proposer agrees to release, defend, indemnify, and hold harmless the Town of Flower Mound from and against any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.
43. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of proposals. This includes all protests relating to legal advertisements, deadlines, proposal openings, and all other related procedures under State law, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained in the solicitation or contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, proposal number or description of goods or services, and a statement of the grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if credible data becomes available that was not previously known, or if there has been an error of law or regulation.
44. **TERMINATION FOR DEFAULT:** The Town of Flower Mound reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of this contract. The Town reserves the right to terminate the contract immediately in the event the contracted proposer fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another proposer, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted proposer.
45. **TERMINATION FOR TOWN CONVENIENCE:** Whenever the Town, in its discretion, deems it to be in the Town's best interests, it may terminate this contract for the Town's convenience. Such termination shall be effective thirty (30) days after the Town delivers written notice of such termination for convenience to the contracted proposer. Upon receipt of such notice from the Town, proposer shall not thereafter incur, and the Town shall have no liability for, any costs under this contract that are not necessary for actual performance of the contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, the Town shall have no liability to proposer for lost or anticipated profit resulting therefrom.
46. **REMEDIES:** The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
47. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.
48. **DETERMINATION OF NON-RESPONSIBLE PROPOSER:** The Town may disqualify a proposer as non-responsible and its proposal shall not be considered for reasons including, but not limited to, the following:

A. Reason for believing collusion exists among proposers.

- B. Where the proposer, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Town, or where such litigation is contemplated or imminent, in the sole opinion of the town.
- C. The proposer being in arrears on any existing contract or having defaulted on a previous contract.
- D. Lack of competency, in the judgment of the Town, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, information provided on proposer's financial statement and questionnaires.
- E. Uncompleted work or other projects that, in the judgment of the Town, will prevent or hinder the prompt completion of the work if awarded.
- F. Where the proposer, or subcontractor thereof, in the judgment of the Town, has failed to perform in a satisfactory manner on a previous contract.
- G. Where a proposer or subcontractor thereof has failed to disclose a potential conflict of interest or is discovered to have a conflict of interest under State law, the Town's Charter, or the Town's Code of Ordinances.
- H. Where a proposer, its subcontractor, or individual officer/principal of the proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.

49. **DETERMINATION OF NON-RESPONSIVE PROPOSAL:** The Town may disqualify a proposal as non-responsive and it shall not be considered for reasons including, but not limited to, the following:

- A. The proposal shows any omissions, alterations of form, additions, or conditions not called for, or irregularities of any kind, in the sole determination of the Town.
- B. Proposal received after the time limit for receiving proposals.
- C. Proposal was not signed.
- D. Unbalanced value of any items.
- E. Improper or insufficient proposal guaranty, if required.
- F. Proposal did not meet specifications.
- G. Proposal did not contain all requested/required documents, submittals and/or samples.

END OF GENERAL TERMS AND CONDITIONS

Park Model Weighted Scoring Sheet - RFP 2016-50

Evaluation Criteria	Weighting	Platinum Cottages		Athens Park Homes		Skyline Homes of TX	
		Score	Weighted	Score	Weighted	Score	Weighted
Floor Plans & Elevations	20%	22.5	4.5	20.5	4.1	18.25	3.65
Exterior & Interior Construction Features	40%	24.5	9.8	19.5	7.8	18	7.2
Pricing & Warranty Offered	30%	21	6.3	18.5	5.55	14	4.2
References, Experience, Delivery Time, and Contractor Qualifications	10%	22.75	2.275	19	1.9	19.5	1.95
		Total	22.875	Total	19.35	Total	17





TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: October 3, 2016

FROM: Robert Pegg, Engineering Manager

ITEM: Consider approval of an Interlocal Agreement with Lewisville Independent School District for Construction and Maintenance of Hike and Bike Trail on School Property associated with the Aberdeen Drive extension project; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town's Aberdeen Drive, Phase 1 project has a parallel 8-foot wide, Hike and Bike trail that connects neighborhoods west of FM 2499 to the Town's Park Trail system. The proposed Hike and Bike trail is expected to be heavily used by students going to and from Bluebonnet Elementary School and Shadow Ridge Middle School. Because the Hike and Bike trail is wider than a standard sidewalk it does not fit into the current Aberdeen Drive Right of Way; therefore two additional easements are required on the adjacent Lewisville ISD (LISD) property. The LISD has agreed to provide the necessary easements to the Town provided that the Town enters into an Interlocal agreement with LISD that allows us to construct and maintain the trail within the provided easements. On September 12, 2016, LISD approved and dedicated two Public Access Easements to the Town across the school property for the trail.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: There is no fiscal impact associated with the Interlocal Agreement. The easement is being provided by LISD as a dedication.

LEGAL REVIEW: Ashley Dierker, of TOASE, L.L.P., has reviewed the Public Access Easements and Interlocal Agreement for Construction and Maintenance of Hike and Bike Trail on School Property as to form and legality.

ATTACHMENTS:

1. Interlocal Agreement for Construction and Maintenance of the Hike and Bike Trail on District Property

RECOMMENDATION:

Move to approve an Interlocal Agreement with Lewisville Independent School District for Construction and Maintenance of Hike and Bike Trail on School Property associated with the Aberdeen Drive extension project; and authorization for the Mayor to execute same on behalf of the Town.

INTERLOCAL AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF HIKE AND BIKE TRAIL ON DISTRICT PROPERTY

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This Agreement is entered into by and between the TOWN OF FLOWER MOUND, TEXAS ("the Town"), a home rule municipality located in Denton County, Texas, operating herein by and through its duly authorized Mayor, the Honorable Thomas E. Hayden, and the LEWISVILLE INDEPENDENT SCHOOL DISTRICT ("LISD"), an independent school district located in Denton County, Texas, operating herein by and through its duly authorized President of the Board of Trustees, Trisha Sheffield (collectively referred to as "the Parties").

I. RECITALS

Whereas, the Town is a municipal corporation located in Denton and Tarrant County, Texas, created and organized under the laws of the State of Texas; and is authorized to enter into agreements with other units of local government with respect to the provision of governmental functions and services by the Interlocal Cooperation Act, codified as Texas Government Code Chapter 791; and

Whereas, LISD is an independent school district located in Denton County, Texas, created and organized under the laws of the State of Texas; and

Whereas, both the Town and LISD are authorized to enter into agreements with other units of local government with respect to the provision of governmental functions and services by the Interlocal Cooperation Act, codified as Texas Government Code Chapter 791; and

Whereas, the Town wishes to build Town's hike and bike trail along Aberdeen Drive on vacant real property owned by LISD; and

Whereas, LISD wishes to accommodate the Town's wishes and allow the construction of such a trail across its property, and to provide two easements to the Town for such purposes, in return for certain consideration described herein.

II. TERMS OF AGREEMENT

Now, therefore, for the purposes and consideration expressed herein, the Parties agree as follows:

A. Grant of Access Easements

Subject to the terms and conditions set forth in this Agreement, LISD agrees to grant and convey to the Town two non-exclusive public access easement ("the Easement Property"), by execution of the Easement documents which are attached hereto as Exhibits 1 and 2, over, under,

through, across, and along certain real property which is described in said Exhibits 1 and 2, for the purpose of constructing, operating, maintaining, repairing, and enlarging a hike and bike trail and related improvements, as generally depicted in Exhibit A to Exhibits 1 and 2 ("the Allowed Improvements"). The easement shall not be used for any other purposes than as set out herein.

B. Consideration

The consideration for the grant of the easements described above and herein is Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and other good and valuable consideration, including but not limited to the benefits to be derived by LISD for and to LISD's remaining property as a result of projected public improvements to be constructed and to conform to the requirements of the Land Development Regulations of the Town, and the covenants and agreements of the Town agreed to herein.

C. Agreements and Covenants of the Town

1. At the Town's sole cost and expense, the Town shall design, construct and maintain the Allowed Improvements shown in Exhibits 1 and 2, attached hereto and incorporated herein for all purposes. The Town shall be responsible for the cost of all design, construction, operation, repair, maintenance, and enlargement of the Allowed Improvements on the Easement Property. Town shall pay any and all costs associated with the Allowed Improvements, including but not limited to, labor, materials, repair, parts and replacement as needed or required and any retaining wall or curb needed to prevent erosion from covering the trail when it rains. Town further agrees to comply with all ordinances, zoning, laws and regulations, now existing or hereafter enacted, at the Town's sole cost and expense, including any Town ordinances, other laws or regulations, or any requirements imposed by any court of law regarding the Allowed Improvements and the Easement Property. At no time shall LISD be required to install or pay for the installation of any fencing or wall surrounding or adjacent to the Allowed Improvements or Easement Property. Prior to any construction or work on the Easement Property, the Town shall obtain written consent from LISD of any plans for construction, additions or improvements. The provisions of this Section shall survive the termination of this Agreement or the abandonment of the easement.

2. The Town shall keep the Easement Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of the Town. The Town shall cause any such lien imposed on the Easement Property to be released of record by payment or posting of a proper bond within ten (10) days after written request by LISD.

3. TO THE EXTENT PERMITTED BY LAW, THE TOWN SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS LEWISVILLE INDEPENDENT SCHOOL DISTRICT, AND ITS BOARD OF TRUSTEES, OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, SUITS, LIABILITIES, JUDGMENTS, COSTS, DAMAGES, AND EXPENSES OF ANY KIND, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE EASEMENT PROPERTY, INCLUDING BUT NOT LIMITED TO ANY

CLAIMS FILED BY ANY MEMBERS OF THE PUBLIC. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY THE TOWN TO THE INDEMNIFIED PARTIES.

4. The Town shall require any contractor and/or subcontractor that will perform any work on the construction of the Allowed Improvements to indemnify LISD from and against any claims, damages, losses, causes of action, suits, judgments, and expenses, including but not limited to attorney's fees, arising out of or resulting from the work performed by the contractor and/or subcontractor on the Easement Property.

5. The public access easements granted herein shall at all times remain open and accessible to the public for the purposes herein stated, except as the Town or LISD reasonably determines is necessary or advisable to effect necessary repairs and/or maintain public safety. Upon notice to and approval from the Town, which approval shall not be unreasonably withheld, LISD reserves the right, but not the obligation, to make improvements to the grade and according to such plans and specifications, as will, in its and the Town's opinion, best serve the public purpose of public use of the easement area, subject to and in accordance with the Land Development Regulations of the Town. However, at no time shall LISD be required to install or pay for the installation of any fencing or wall surrounding or adjacent to the Allowed Improvements or Easement Property, even if LISD develops any of LISD's surrounding property.

6. The Town acknowledges that the Easement Property is useful to Town in its current condition, "AS IS, WHERE IS AND WITH ALL FAULTS" without any modification or maintenance required on the part of LISD. Security of the Easement Property shall be the Town's responsibility. During the term of this Agreement, and any extensions thereof, Town agrees to take such measures as the Town and LISD reasonably determine is appropriate to protect the Easement Property and the adjacent property against abuse or loss through vandalism, destruction, or theft. Town shall perform and exercise all rights, duties and functions and services in compliance with all valid and applicable laws, statutes, codes, regulations, policies and ordinances of the United States, the State of Texas, the County of Denton, Town, LISD, or other lawful authority with jurisdiction over the premises.

D. Agreements and Covenants of LISD

1. LISD covenants and agrees, on behalf of LISD's representatives, successors and assigns, that neither LISD nor LISD's representatives, successors and assigns shall erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the Allowed Improvements any temporary or permanent structures or improvements of any kind which would interfere with the Town's use of the Easement Property as permitted herein. If LISD wishes to construct any temporary or permanent structures or improvements on or across any portion of the Allowed Improvements, LISD shall first consult with the Town so that the Town can reasonably assess the potential impact of such on the Allowed Improvements, and LISD shall obtain Grantee's written consent permitting such activities and construction, which consent will not be unreasonably withheld.

2. If the Town so desires, the Town may conduct environmental studies on the Easement Property to determine whether there are any hazardous materials on the Easement Property.

E. Mutual Representations

By execution of this Agreement, each party represents to the other that:

1. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;

2. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect;

3. All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and

4. Any payments provided to be paid hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

F. Miscellaneous Provisions

1. **Legal Construction.** Both parties have had this Agreement reviewed by their legal counsel, or been provided the opportunity to do so, and both parties agree that this Agreement shall be construed in a fair and balanced manner, and not against any party, regardless of which party drafted the Agreement.

2. **Assignment.** Neither this Agreement nor the benefits thereof may be assigned by either party without the express prior written consent of the non-assigning party.

3. **Notice.** Any notice provided for or permitted by this Agreement to be made or accepted by either party must be in writing. Notice may, unless otherwise provided herein, be served by receipted hand delivery, receipted delivery by courier service, or by depositing the same in the United States certified mail, postage paid. Notice deposited in the mail shall be effective upon actual receipt. Notice given in any other manner shall be effective upon receipt if received by the party to be notified between the hours of 8:00 A.M. and 5:00 P.M. of any business day, or if at a later time, the following business day. The parties hereto shall have the right from time to time to change their respective addresses by written notice as provided herein. For the purposes of notice, until changed as hereinafter provided, the addresses of the parties shall be as follows:

If to the Town:
Town Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

If to LISD:
Superintendent
Lewisville Independent School District
1565 West Main Street
Lewisville, Texas 75067

4. Multiple Counterparts Permitted. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

5. Entire Agreement. This Agreement and the exhibits attached hereto contains the entire agreement of the parties hereto with respect to the subject matter hereof. There are no other agreements, oral or written, with respect to the transaction contemplated hereby.

6. No Joint Enterprise. No provision of this Agreement shall be construed to create any type of joint ownership of any property, nor shall same be deemed to create a partnership, joint venture or other agreement which would be construed as granting partial control, ownership of or equity in the Allowed Improvements described herein. It is understood and agreed that the Allowed Improvements shall be owned and maintained by the Town. Furthermore, the parties hereto acknowledge and agree that the doctrine of respondent superior shall not apply between the parties with regard to the activities permitted by this Agreement.

7. No third party beneficiaries. It is understood by the parties that this Agreement is entered into for the mutual convenience and purposes of the parties hereto, and it is the parties' intent that no other parties shall be construed as beneficiaries of this Agreement, except that it is intended that the general public shall have use of the Allowed Improvements.

8. Venue. This Agreement shall be construed under the substantive laws of the State of Texas, without reference to its choice of law provisions. This Agreement shall be fully performable in Denton County, Texas, and the exclusive venue for any action arising under state law under this Agreement shall be the District Courts of Denton County, Texas, or, if permitted, in the District Courts of the United States for such locality.

9. Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

10. Authority. This Agreement was authorized by the Town Council of the Town of Flower Mound at its regular meeting on the _____ day of _____, 2016, authorizing the Town's Mayor to execute this Agreement on behalf of the Town, and by the Board of Trustees of the Lewisville Independent School District at its regular meeting on the day of _____, 2016, authorizing LISD's President to execute this Agreement on behalf of LISD.

11. Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12. Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed and authorized by both parties.

13. Binding Effect. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and, to the extent permitted herein, their assigns.

14. Preservation of Governmental Immunity and Limitations of Damages. By entering into or performing the terms and conditions of this Agreement, LISD and the Town do not waive its right of governmental immunity from suit or liability to any third party, nor does LISD or the Town waive the benefit of any damage cap or limitation of liability owed by entering into or performing the terms and conditions of this Agreement, except as expressly provided herein. This section shall be liberally construed to carry out the intent of LISD and the Town to preserve its immunities and privileges to the greatest extent possible under the law not inconsistent with the express terms of this Agreement.

15. Title Work. If the Town so desires, the Town may perform title work at its sole cost and expense, to confirm whether there are any liens, attachments, easements, or other encumbrances which would affect the title or right of LISD to convey the Access Easement to the Town for the purposes described herein.

16. Term and Termination. The initial term of this Agreement shall be for a period of twenty- five years, beginning on the date this Agreement is fully executed by both parties, but shall automatically renew from year to year thereafter unless terminated by either party for cause in accordance with the terms herein. The Agreement may only be terminated during its term only for cause, and then only as provided herein. Either party may terminate this Agreement, if the other party is in material breach of any provision of this Agreement, by written notice to the other party effective thirty (30) days after the receipt of such notice unless the other party cures such breach within the thirty (30) day period or, if such breach cannot be cured within thirty (30) days, the other party commences its best efforts to cure such breach immediately and such breach is cured within sixty (60) days after receipt of the original notice of breach. If this Agreement is terminated by LISD for cause, LISD shall be entitled to unilaterally terminate the Public Access Easement and file a notice of termination in the public records of Denton County, Texas.

17. Abandonment. If the Town of Flower Mound shall ever cease using the Easement Property for the hike and bike purposes set out herein (except for temporary closures for repairs or safety concerns lasting no longer than sixty (60) days unless otherwise agreed to in writing by LISD), LISD shall have the right to terminate the easement after notice as set out in Section 16 above.

18. Insurance. During the term of this Agreement, and any extensions thereof, the Town agrees to obtain and maintain, at its sole expense, a general liability insurance policy covering damages arising out of personal or bodily injury or death and damage to property, including the loss thereof, occurring on or in any way related to the use of the Easement Property covered by this Agreement. The initial limits shall be of not less than two million dollars (\$2,000,000.00) dollars annual aggregate limit or one million dollars (\$1,000,000.00) single limit per occurrence annual aggregate. Such insurance policy shall provide that the insurer shall give not less than thirty (30) days prior written notice of the cancellation thereof to LISD. The Town shall furnish proof of insurance to LISD each year upon renewal of the Town's coverage as described herein, and upon any material change in the Town's policy. The insurance limits shall be reviewed by the parties every five (5) years.

END OF PAGE

Executed this 12th day of September, 2016.

LEWISVILLE INDEPENDENT SCHOOL DISTRICT

By: 
Trisha Sheffield, President

Attest:


Kristi Hassett, Secretary

Executed this _____ day of _____, 2016.

TOWN OF FLOWER MOUND

By: _____
The Honorable Thomas E. Hayden, Mayor

Attest:

Theresa Scott, Town Secretary

EXHIBIT 1

Pedestrian Public Common Access Easement – Aberdeen East

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PEDESTRIAN PUBLIC COMMON ACCESS EASEMENT

STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON §

Date: _____, 2016

Grantor: LEWISVILLE INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 1565 West Main Street
Lewisville, Texas 75067

Grantee: TOWN OF FLOWER MOUND

Grantee's Mailing Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028

Consideration:

Ten Dollars and No cents (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including but not limited to the benefits to be derived by Grantor for and to Grantor's remaining property as a result of projected public improvements to be constructed and to conform to the requirements of the Land Development Regulations of the Town of Flower Mound, Texas.

The Allowed Improvements:

The following shall all be allowed improvements within the Easement Property: Hike and bike trail improvements shown on Exhibits "A" and "B", attached hereto and incorporated herein for all purposes, together with any associated improvements, but not for other purposes.

The Easement Property:

A public common access easement for the purpose of pedestrian public access in, on, upon, over, under, through, and across the following described property, including necessary drainage and underground utilities, over, under, through, across, and along all that property, together with the customary uses attendant thereto, including construction, operation, maintenance, repair of pedestrian public access facilities constructed on said property, to wit:

a 0.179 acre parcel of land located in the J. White Survey, Abstract No. 1341, in the Town of Flower Mound, Denton County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes, and being more particularly depicted on a survey drawing marked as Exhibit "A," attached hereto and incorporated herein for all purposes (the "Easement Property").

Warranty of Title:

Grantor hereby binds itself and Grantor's successors, heirs, executors, administrators and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, and under Grantor, but not otherwise.

Reservations from and Exceptions to Conveyance and Warranty:

If Grantee so desires, Grantee may perform title work at Grantee's sole cost and expense, to confirm whether there are any liens, attachments, easements, or other encumbrances which would affect the title or right of Grantor to convey the Easement Property to the Grantee for the purposes described herein. If such condition does exist, Grantee shall inform Grantor of the condition and Grantor will determine, in Grantor's sole discretion, whether such lien or encumbrance may be subordinated to the easement granted herein.

Conveyance:

For the consideration stated above, Grantor does hereby grant, give and convey unto the Grantee, and its successors and assigns, the Easement Property, AS IS, WHERE IS AND WITH ALL FAULTS. If Grantee so desires, Grantee may conduct environmental studies on the Easement Property to determine whether the Easement Property is suitable for the purposes described herein.

Covenants of Grantee:

1. At Grantee's sole cost and expense, Grantee shall design, construct and maintain the Allowed Improvements shown in Exhibit "B", attached hereto and incorporated herein for all purposes. Grantee shall be responsible for the cost of all design, construction, operation, repair, maintenance, and enlargement of the Allowed Improvements on the Easement Property. Prior to any construction or work on the Easement Property, Grantee shall provide Grantor with a copy of any plans for construction, additions or improvements. Grantee shall pay any and all costs associated with the Allowed Improvements, including but not limited to, labor, materials, repair, parts and replacement as needed or required. Grantee further agrees to comply with all ordinances, zoning, laws and regulations, now existing or hereafter enacted, at the Grantee's sole cost and expense, including any ordinances, other laws or regulations, or any requirements imposed by any court of law regarding the Allowed Improvements and the Easement Property.

At no time shall Grantor be required to install or pay for the installation of any fencing or wall surrounding or adjacent to the Allowed Improvements or Easement Property.

2. Grantee shall keep the Easement Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Grantee.

3. TO THE EXTENT PERMITTED BY LAW, GRANTEE SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS LEWISVILLE INDEPENDENT SCHOOL DISTRICT, AND ITS BOARD OF TRUSTEES, OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, SUITS, LIABILITIES, JUDGMENTS, COSTS, DAMAGES, AND EXPENSES OF ANY KIND, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE EASEMENT PROPERTY, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FILED BY ANY MEMBERS OF THE PUBLIC. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY THE GRANTEE TO THE INDEMNIFIED PARTIES.

4. Grantee shall require any contractor and/or subcontractor that will perform any work on the construction of the Allowed Improvements to indemnify Grantor from and against any claims, damages, losses, causes of action, suits, judgments, and expenses, including but not limited to attorney's fees, arising out of or resulting from the work performed by the contractor and/or subcontractor on the Easement Property. By entering into this instrument, neither Grantor nor Grantee waives any governmental immunity provided under law to Grantor or Grantee.

5. The public access easement granted herein shall at all times remain open and accessible to the public for the purposes herein stated, except as the Grantee or Grantor reasonably determines is necessary or advisable to effect necessary repairs and/or maintain public safety. Upon notice to and approval from the Grantee, which approval shall not be unreasonably withheld, Grantor reserves the right, but not the obligation, to make improvements to the grade and according to such plans and specifications, as will, in its and the Grantee's opinion, best serve the public purpose of public use of the easement area, subject to and in accordance with the Land Development Regulations of the Grantee. However, at no time shall Grantor be required to install or pay for the installation of any fencing or wall surrounding or adjacent to the Allowed Improvements or Easement Property, even if Grantor develops any of Grantor's surrounding property.

Covenants of Grantor:

1. Grantor covenants and agrees, on behalf of Grantor's representatives, successors and assigns, that neither Grantor nor Grantor's representatives, successors and assigns shall erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the Allowed Improvements any temporary or permanent structures or improvements of any kind which would interfere with the Grantee's use of the Easement Property as permitted herein. If Grantor wishes to construct any temporary or permanent structures or improvements on or across any portion of the Allowed Improvements, Grantor shall first consult with the Grantee so that the Grantee can reasonably assess the potential impact or such on the Allowed

Improvements, and Grantor shall obtain Grantee's written consent permitting such activities and construction, which consent will not be unreasonably withheld.

2. The undersigned is the authorized agent of the Grantor and has been and is authorized to execute this instrument.

WITNESS THE GRANTOR'S HAND this 12th day of September, 2016.

LEWISVILLE INDEPENDENT SCHOOL DISTRICT

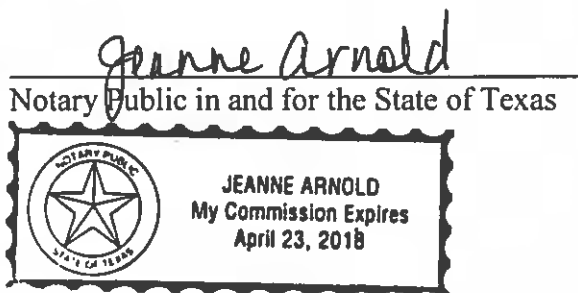

Trisha Sheffield
President, Board of Trustees

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, personally appeared Trisha Sheffield, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated as the act and deed of the Owner of said property.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of September, 2016.



AFTER RECORDING, RETURN TO:

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

EXHIBIT "A"
METES AND BOUNDS EASEMENT PROPERTY DESCRIPTION AND SURVEY

LEGAL DESCRIPTION
10' PEDESTRIAN ACCESS EASEMENT

BEING a tract of land situated in the J. WHITE SURVEY, ABSTRACT NO. 1341, Town of Flower Mound, Denton County, Texas and being part of Lot 2, Block A, of MIDDLE SCHOOL #14 ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Plat filed of record in Cabinet V, Page 817, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with an orange plastic cap found in the west line of Lot 1X, Block A, of WHISPER CREEK, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Plat filed of record in Document Number 2011-185, Plat Records, Denton County, Texas, and being the most northerly, northeast corner of said Lot 2, being common with the southeast corner of that tract of land conveyed to Toll Dallas TX, LLC, according to the document filed of record in Document Number 201400022359, Deed Records, Denton County, Texas;

THENCE South $00^{\circ} 17' 51''$ East, leaving said common corner and with said west line, a distance of 1.60 feet to a point for corner in the northwest line of Lake Forest Boulevard, a 60.00 foot right-of-way, being common with the southeast line of said Lot 2, for the beginning of a non-tangent curve to the right having a central angle of $24^{\circ} 41' 34''$, a radius of 610.00 feet and a chord bearing and distance of South $39^{\circ} 10' 51''$ West, 260.86 feet;

THENCE With said common line, and said curve to the right, and arc distance of 262.89 feet to a point for corner;

THENCE South $51^{\circ} 21' 48''$ West, a distance of 74.05 feet to a point for corner at the intersection of said northwest line and northeast line of Aberdeen Drive, a 60.00 foot right-of-way, for the south corner of said Lot 2, for the beginning of a non-tangent curve to the left having a central angle of $29^{\circ} 48' 05''$, a radius of 895.00 feet and a chord bearing and distance of North $56^{\circ} 25' 54''$ West, 460.29 feet;

THENCE With said northeast line, being common with the southwest line of said Lot 2, and said curve to the left, an arc distance of 465.52 feet to a point in the south line of the above mentioned Toll Dallas TX, LLC tract, and being the northwest corner of said Lot 2, from which a 1/2 inch iron rod with an orange plastic cap found in the east line of Long Prairie Road, also known as Farm to Market Road 2499, a variable width right-of-way, for the northwest corner of Lot 3, Block A of the above mentioned MIDDLE SCHOOL #14 ADDITION, being common with the southwest corner of that tract of land conveyed to Ronnie Franklin Hilliard Trust Hilliard Family Trust, Etal,

according to the document filed of record in Document Number 2004-31036, 37, & 38, Deed Records, Denton County, Texas, bears North $89^{\circ} 34' 42''$ West, 2,488.44 feet;

THENCE South $89^{\circ} 34' 42''$ East, with said south line, being common with the north line of said Lot 2, a distance of 30.46 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of $27^{\circ} 22' 03''$, a radius of 905.00 feet and a chord bearing and distance of South $55^{\circ} 49' 00''$ East, 428.18 feet;

THENCE Leaving said common line, over and across said Lot 2, the following three (3) courses and distances:

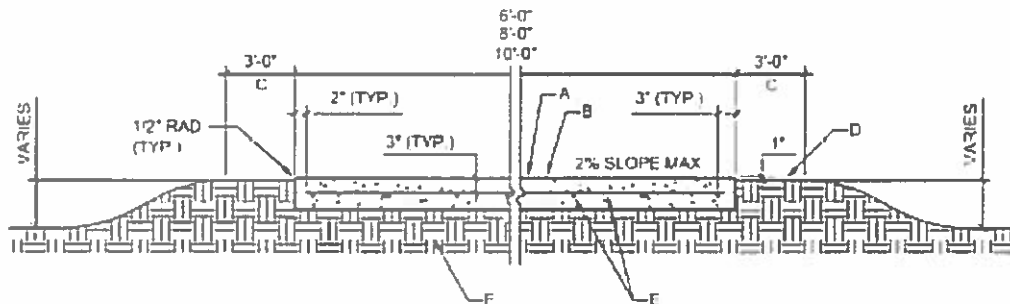
With said curve to the right, an arc distance of 432.28 feet to a point for corner;

North $51^{\circ} 21' 48''$ East, a distance of 64.61 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of $24^{\circ} 23' 25''$, a radius of 600.00 feet and a chord bearing and distance of North $39^{\circ} 20' 00''$ East, 253.49 feet;

With said curve to the left, an arc distance of 129.67 feet to a point for corner in the above mentioned common south line of the above mentioned Toll Dallas TX, LLC tract and north line of the above mentioned Lot 2;

THENCE South $89^{\circ} 34' 42''$ East, with said common line, a distance of 10.36 feet to the **POINT OF BEGINNING** and containing 7,780 square feet, or 0.179 acres of land, more or less.



EXHIBIT "B"**SPECIFICATIONS FOR HIKE AND BIKE TRAIL****CONCRETE TRAIL SECTION****GENERAL NOTES**

1. GRADE TRAIL WITH DRAINAGE SWALES ON BOTH SIDES AND DIVERT FLOWS UNDER TRAIL SECTIONS WITH PVC WHEN NEEDED. DO NOT GRADE TRAIL OR LOCATE TRAIL IN SITUATIONS THAT IT WILL RECEIVE FLOWS OVER THE TRAIL.
2. THE MATERIALS AND WORKMANSHIP FOR CONCRETE PAVING SHALL BE IN ACCORDANCE WITH N C T C O G SPECIFICATIONS AS MODIFIED BY THE TOWN OF FLOWER MOUND.
3. CONSTRUCTION JOINT SPACING SHALL BE WIDTH OF TRAIL.
4. CONSTRUCTION JOINTS AT LOCATIONS WHERE TRAIL AND WALL ARE MONOLITHIC SHALL HAVE THE JOINT CONTINUOUS ACROSS THE TRAIL, TOP OF WALL, AND FACE OF WALL.
5. DO NOT ASSUME A CUT AND FILL BALANCE. INSTALL TRAIL ALONG EXISTING GRADE WHEREVER POSSIBLE. CREATE DRAINAGE SWALES AND CONDUIT UNDER TRAIL WHEN NECESSARY TO AVOID DRAINING OVER THE TRAIL. HOLD TO 2% CROSS SLOPE FOR DRAINAGE AND NO MORE THAN 5% SLOPE ALONG TRAIL ALIGNMENT.

CONSTRUCTION NOTES

- A. 5 1/2" THICK 3600 PSI CONCRETE TRAIL
- B. HEAVY BROOM FINISH
- C. RESEED ALL DISTURBED AREA WITH APPROPRIATE SEASONAL GRASS
- D. FINISH GRADE
- E. #3 BARS 1'-6" O.C. (MAX.) BOTH WAYS
- F. COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

DOWELED EXPANSION JOINTS**GENERAL NOTES**

1. LOCATE DOWELED EXPANSION JOINTS ON 30'-0" CENTERS (MAX.)
2. USE #4 SMOOTH DOWEL 1'-6" LONG & LUBRICATED ON ONE END. FOUR PER JOINT @ 1'-6" O.C. WITH CAP
3. INSTALL REDWOOD EXPANSION JOINT 1/2" BELOW FINISHED GRADE OF TRAIL. FILL DOWELED EXPANSION JOINTS WITH SILICONE JOINT SEALANT DOW CORNING 850 SL, OR APPROVED EQUAL, GREY IN COLOR



PARKS & RECREATION CONSTRUCTION DETAILS
 6'-0", 8'-0", 10'-0" WIDE
 MULTI-USE CONCRETE TRAIL
 NOT TO SCALE

DATE: MAY 2015

SHEET: 1 OF 1

SHEET: P-1

EXHIBIT 2

Pedestrian Public Common Access Easement – Aberdeen West

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PEDESTRIAN PUBLIC COMMON ACCESS EASEMENT

STATE OF TEXAS §

 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

Date: _____, 2016

Grantor: LEWISVILLE INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 1565 West Main Street
Lewisville, Texas 75067

Grantee: TOWN OF FLOWER MOUND

Grantee's Mailing Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028

Consideration:

Ten Dollars and No cents (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including but not limited to the benefits to be derived by Grantor for and to Grantor's remaining property as a result of projected public improvements to be constructed and to conform to the requirements of the Land Development Regulations of the Town of Flower Mound, Texas.

The Allowed Improvements:

The following shall all be allowed improvements within the Easement Property: Hike and bike trail improvements shown on Exhibits "A" and "B", attached hereto and incorporated herein for all purposes, together with any associated improvements, but not for other purposes.

The Easement Property:

A public common access easement for the purpose of pedestrian public access in, on, upon, over, under, through, and across the following described property, including necessary drainage and underground utilities, over, under, through, across, and along all that property, together with the customary uses attendant thereto, including construction, operation, maintenance, repair of pedestrian public access facilities constructed on said property, to wit:

a 0.136 acre parcel of land located in the J. White Survey, Abstract No. 1341, in the Town of Flower Mound, Denton County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes, and being more particularly depicted on a survey drawing marked as Exhibit "A," attached hereto and incorporated herein for all purposes (the "Easement Property").

Warranty of Title:

Grantor hereby binds itself and Grantor's successors, heirs, executors, administrators and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, and under Grantor, but not otherwise.

Reservations from and Exceptions to Conveyance and Warranty:

If Grantee so desires, Grantee may perform title work at Grantee's sole cost and expense, to confirm whether there are any liens, attachments, easements, or other encumbrances which would affect the title or right of Grantor to convey the Easement Property to the Grantee for the purposes described herein. If such condition does exist, Grantee shall inform Grantor of the condition and Grantor will determine, in Grantor's sole discretion, whether such lien or encumbrance may be subordinated to the easement granted herein.

Conveyance:

For the consideration stated above, Grantor does hereby grant, give and convey unto the Grantee, and its successors and assigns, the Easement Property, AS IS, WHERE IS AND WITH ALL FAULTS. If Grantee so desires, Grantee may conduct environmental studies on the Easement Property to determine whether the Easement Property is suitable for the purposes described herein.

Covenants of Grantee:

1. At Grantee's sole cost and expense, Grantee shall design, construct and maintain the Allowed Improvements shown in Exhibit "B", attached hereto and incorporated herein for all purposes. Grantee shall be responsible for the cost of all design, construction, operation, repair, maintenance, and enlargement of the Allowed Improvements on the Easement Property. Prior to any construction or work on the Easement Property, Grantee shall provide Grantor with a copy of any plans for construction, additions or improvements. Grantee shall pay any and all costs associated with the Allowed Improvements, including but not limited to, labor, materials, repair, parts and replacement as needed or required. Grantee further agrees to comply with all ordinances, zoning, laws and regulations, now existing or hereafter enacted, at the Grantee's sole cost and expense, including any ordinances, other laws or regulations, or any requirements imposed by any court of law regarding the Allowed Improvements and the Easement Property.

At no time shall Grantor be required to install or pay for the installation of any fencing or wall surrounding or adjacent to the Allowed Improvements or Easement Property.

2. Grantee shall keep the Easement Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Grantee.

3. TO THE EXTENT PERMITTED BY LAW, GRANTEE SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS LEWISVILLE INDEPENDENT SCHOOL DISTRICT, AND ITS BOARD OF TRUSTEES, OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, SUITS, LIABILITIES, JUDGMENTS, COSTS, DAMAGES, AND EXPENSES OF ANY KIND, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE EASEMENT PROPERTY, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FILED BY ANY MEMBERS OF THE PUBLIC. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY THE GRANTEE TO THE INDEMNIFIED PARTIES.

4. Grantee shall require any contractor and/or subcontractor that will perform any work on the construction of the Allowed Improvements to indemnify Grantor from and against any claims, damages, losses, causes of action, suits, judgments, and expenses, including but not limited to attorney's fees, arising out of or resulting from the work performed by the contractor and/or subcontractor on the Easement Property. By entering into this instrument, neither Grantor nor Grantee waive any governmental immunity provided under law to Grantor or Grantee.

5. The public access easement granted herein shall at all times remain open and accessible to the public for the purposes herein stated, except as the Grantee or Grantor reasonably determines is necessary or advisable to effect necessary repairs and/or maintain public safety. Upon notice to and approval from the Grantee, which approval shall not be unreasonably withheld, Grantor reserves the right, but not the obligation, to make improvements to the grade and according to such plans and specifications, as will, in its and the Grantee's opinion, best serve the public purpose of public use of the easement area, subject to and in accordance with the Land Development Regulations of the Grantee. However, at no time shall Grantor be required to install or pay for the installation of any fencing or wall surrounding or adjacent to the Allowed Improvements or Easement Property, even if Grantor develops any of Grantor's surrounding property.

Covenants of Grantor:

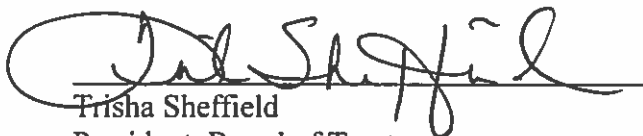
1. Grantor covenants and agrees, on behalf of Grantor's representatives, successors and assigns, that neither Grantor nor Grantor's representatives, successors and assigns shall erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the Allowed Improvements any temporary or permanent structures or improvements of any kind which would interfere with the Grantee's use of the Easement Property as permitted herein. If Grantor wishes to construct any temporary or permanent structures or improvements on or across any portion of the Allowed Improvements, Grantor shall first consult with the Grantee so that the Grantee can reasonably assess the potential impact or such on the Allowed

Improvements, and Grantor shall obtain Grantee's written consent permitting such activities and construction, which consent will not be unreasonably withheld.

2. The undersigned is the authorized agent of the Grantor and has been and is authorized to execute this instrument.

WITNESS THE GRANTOR'S HAND this 12th day of September, 2016.

LEWISVILLE INDEPENDENT SCHOOL DISTRICT

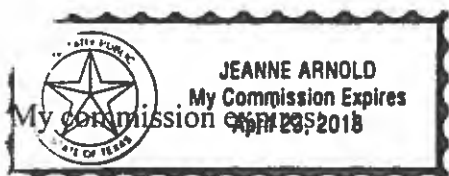

Trisha Sheffield
President, Board of Trustees

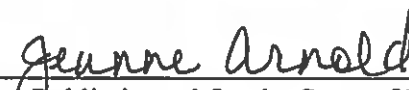
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, personally appeared Trisha Sheffield known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated as the act and deed of the Owner of said property.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of September, 2016.




Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

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

EXHIBIT "A"
METES AND BOUNDS EASEMENT PROPERTY DESCRIPTION AND SURVEY

LEGAL DESCRIPTION
10' PEDESTRIAN ACCESS EASEMENT

BEING a tract of land situated in the J. WHITE SURVEY, ABSTRACT NO. 1341, Town of Flower Mound, Denton County, Texas and being part of Lot 3, Block A, of MIDDLE SCHOOL #14 ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Plat filed of record in Cabinet V, Page 817, Plat Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with an orange plastic cap found in the east line of Long Prairie Road, also known as Farm to Market Road 2499, a variable width right-of-way, being the northwest corner of said Lot 3, being common with the southwest corner of that tract of land conveyed to Ronnie Franklin Hilliard Trust Hilliard Family Trust, Etal, according to the document filed of record in Document Number 2004-31036, 37, & 38, Deed Records, Denton County, Texas;

THENCE Leaving said common corner, and with said east line, the following three (3) courses and distances:

South 16° 35' 12" East, a distance of 78.15 feet to a point for corner;

North 76° 01' 29" East, a distance of 10.19 feet to a point for corner;

South 16° 33' 24" East, a distance of 179.73 feet to a point for the **POINT OF BEGINNING** of the tract of land described herein;

THENCE Leaving the above mentioned east line, over and across the above mentioned Lot 3, the following three (3) courses and distances:

North 73° 22' 07" East, a distance of 100.02 feet to a point for corner at the beginning of a curve to the left having a central angle of 17° 52' 30", a radius of 788.64 feet and a chord bearing and distance of North 64° 25' 52" East, 245.04 feet;

With said curve to the left, an arc distance of 246.04 feet to a point for corner at the beginning of a reverse curve to the right having a central angle of 15° 06' 28", a radius of 887.98 feet and a chord bearing and distance of North 63° 02' 12" East, 233.47 feet;

With said curve to the right, an arc distance of 234.14 feet to a point for corner in the north line of the above mentioned Lot 3, being common with the south line of the above mentioned Hilliard tract:

THENCE South $89^{\circ} 34' 42''$ East, with said common line, a distance of 30.73 feet to a point in the north line of Aberdeen Drive, a variable width right-of-way, for the northeast corner of said Lot 3 and being at the beginning of a non-tangent curve to the left having a central angle of $16^{\circ} 57' 04''$, a radius of 880.26 feet and a chord bearing and distance of South $63^{\circ} 58' 09''$ West, 259.48 feet, from which a 1/2 inch iron rod with an orange plastic cap found in the west line of Lot 1X, Block A, of WHISPER CREEK, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Plat filed of record in Document Number 2011-185, Plat Records, Denton County, Texas, for the most northerly, northeast corner of Lot 2, Block A of the above mentioned MIDDLE SCHOOL #14 ADDITION, being common with the southeast corner of that tract of land conveyed to Toll Dallas TX, LLC, according to the document filed of record in Document Number 201400022359, Deed Records, Denton County, Texas, bears South $89^{\circ} 34' 42''$ East, 1,859.68 feet;

THENCE Leaving said south line and with said common line, the following courses and distances:

With said curve to the left, an arc distance of 260.43 feet to a point for corner at the beginning of a reverse curve to the right having a central angle of $17^{\circ} 52' 30''$, a radius of 798.64 feet and a chord bearing and distance of South $64^{\circ} 25' 52''$ West, 248.15 feet;

With said curve to the right, an arc distance of 249.16 feet to a point for corner;

South $73^{\circ} 22' 07''$ West, a distance of 100.02 feet to a point for corner;

North $16^{\circ} 37' 53''$ West a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 5,945 square feet, or 0.136 acres of land, more or less.





TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: October 3, 2016

FROM: Kenneth Parr, Director of Public Works

ITEM: Consider approval of Amendment No. 1 to the Fiscal Year 2016-2017 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2016-2017 Capital Improvement Program (CIP) was approved by Town Council on September 19, 2016. Amendment No. 1 is proposed to add funding to the following projects:

- Sagebrush Improvements project by \$21,674 of escrow funds for the eight foot trail
- Police and Courts Facility Upgrades by \$1,011,000 from its FY 2015-2016 Decision Package
- Fire Station No. 1 Facility Upgrades by \$243,375 from its FY 2015-2016 Decision Package
- Twin Coves Park Improvements project, by \$480,000 due to increased costs of the cabins, and damage caused to the paving and trees from flooding, utilizing \$100,000 of State Tree Mitigation funds, and \$380,000 of Utility Project Savings.

The proposed CIP Amendment No. 1 for FY 2016-2017, would increase the currently adopted General Fund budgeted expenditures from \$30,376,736 to \$31,752,785 and the Utility Fund budgeted expenditures will increase from \$16,735,000 to \$17,115,000.

FISCAL IMPACT:

Proposed CIP:

FY 2016-2017:	General Capital Projects	\$31,752,785
	Utility Capital Projects	\$17,115,000

Five-Year CIP Plan:	General Capital Projects	\$196,177,948
	Utility Capital Projects	\$154,590,190

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2016-2017 CIP Amendment No. 1 Changes.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. CIP Amendment 1 Changes
2. CIP Amendment 1

RECOMMENDATION: Move to approve Amendment No. 1 to the Fiscal Year 2016-2017 Capital Improvement Program.

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 1
10/03/2016

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					
		2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026							2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ -	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,000,000	0,2,5	\$ -	\$ -	\$ 650,000	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ -
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	-	2,463,000	-	2,463,000	1,063,000	0,2,5	-	-	1,400,000	-	-	-	-	1,400,000	-
ADA Transition Plan and Implementation **	363,000	170,000	465,000	150,000	150,000	150,000	-	1,448,000	3,000	2,5	360,000	-	1,085,000	170,000	465,000	150,000	150,000	150,000	-
Churchill Drive (FM 2499 to Yucca) **	525,000	-	400,000	-	-	-	-	925,000	925,000	0,2,7	-	-	-	-	-	-	-	-	-
Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	-	240,000	-	-	-	-	-	240,000
Denton Creek Boulevard Bridge (Graham Branch crossing)	80,000	-	-	6,920,000	-	-	-	7,000,000	7,000,000	0,1,5	-	-	-	-	-	-	-	-	-
Firewheel Drive (Complete 4 lane gap, 340 feet north of Garden Rd) **	-	500,000	-	-	-	-	-	500,000	500,000	0	-	-	-	-	-	-	-	-	-
FM 1171	413,665	-	-	-	-	-	-	413,665	207,401	0,1,2	206,264	*	-	-	-	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane **	100,000	785,000	-	-	-	-	-	885,000	785,000	7	100,000	-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	-	998,000	-	-	-	-	-	998,000	998,000	7	-	-	-	-	-	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	-	-	300,000	-	-	-	-	300,000	-	2,5	-	-	300,000	-	300,000	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,599,844	-	-	-	-	-	-	8,599,844	7,399,844	1,2	1,200,000	-	-	-	-	-	-	-	-
FM 407 (TxDot)	177,889	-	-	-	-	-	-	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	-	-	-	-	120,000	-	-	120,000	120,000	0	-	-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	-	-	-	8,718,000	8,718,000	6,036,000	0,1,2,3,5	-	-	2,682,000	-	-	-	-	-	2,682,000
Lake Forest Boulevard Bridge	-	200,000	1,800,000	-	-	-	-	2,000,000	600,000	0,2	-	-	1,400,000	-	1,400,000	-	-	-	-
Lakeside Dual Left turn Lane at Gerault **	-	-	-	140,250	-	-	-	140,250	100,250	0,2,5	-	-	40,000	-	-	40,000	-	-	-
Lakeside Eastbound Right Turn Lane at Home Depot **	-	250,000	-	-	-	-	-	250,000	-	2,5	-	-	250,000	250,000	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-	-	6,500,000	-	-	-	-	-	6,500,000
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	95,000	90,000	90,000	90,000	90,000	90,000	-	545,000	80,000	2	15,000	-	450,000	90,000	90,000	90,000	90,000	90,000	-
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	-	-	-	-	-	-	3,670,000	520,000	0,2	3,150,000	-	-	-	-	-	-	-	-
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	21,674	-	-	-	-	-	3,691,674	541,674	0,2,3	3,150,000	-	-	-	-	-	-	-	-
Sidewalk Links **	661,000	-	-	-	-	-	-	661,000	661,000	2,4	-	-	-	-	-	-	-	-	-
Skilern Road (Flower Mound Rd to Riverhill) **	-	-	880,000	-	-	-	-	880,000	-	2	-	-	880,000	-	880,000	-	-	-	-
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) **	850,000	200,000	-	-	-	-	-	1,050,000	150,000	2,5	700,000	-	200,000	200,000	-	-	-	-	-
Timber Creek Road (Kirkpatrick to Glen Hollow) **	780,000	-	-	-	-	-	-	780,000	780,000	0,2	-	-	-	-	-	-	-	-	-
Waketon Road **	600,000	5,270,000	-	-	-	-	-	5,870,000	5,270,000	2,3,5,7	-	-	600,000	600,000	-	-	-	-	-
SUBTOTAL	\$ 17,650,398	\$ 10,113,000	\$ 3,935,000	\$ 7,300,250	\$ 5,611,480	\$ 2,703,000	\$ 21,383,337	\$ 68,696,465	\$ 45,563,201		\$ 6,256,264	\$ -	\$ 16,877,000	\$ 1,960,000	\$ 3,135,000	\$ 280,000	\$ 440,000	\$ 1,640,000	\$ 9,422,000
SUBTOTAL	\$ 17,650,398	\$ 10,134,674	\$ 3,935,000	\$ 7,300,250	\$ 5,611,480	\$ 2,703,000	\$ 21,383,337	\$ 68,718,139	\$ 45,584,875		\$ 6,256,264	\$ -	\$ 16,877,000	\$ 1,960,000	\$ 3,135,000	\$ 280,000	\$ 440,000	\$ 1,640,000	\$ 9,422,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
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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						
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026	
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 Kirkpatrick - Reconstruction	340,000	-	-	-	-	-	-	340,000	120,000	2,4	220,000		-		-		-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	290,000	-	-	-	-	-	-	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	-	240,000	-	-	-	-	-	240,000	240,000	0,2	-		-		-		-	-	-	-	-	-
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	250,000	125,000	125,000	125,000	125,000	125,000	-	875,000	-	2	250,000		-		625,000		125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-		-		500,000		-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive	-	25,000	225,000	-	-	-	-	250,000	250,000	0,2,4	-		-		-		-	-	-	-	-	-
SUBTOTAL								\$ 4,470,000	\$ 2,655,000		\$ 690,000		\$ -		\$ 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
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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					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
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	-		-		-		-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **	3,400,000	-	-	-	-	-	-	3,400,000	3,400,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriess to Upton Vista) **	-	-	-	-	3,000,000	-	-	3,000,000	3,000,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Upton Vista to Lake Shore) **	-	-	-	-	-	2,000,000	-	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	600,000	-	-	-	-	600,000	600,000	8	-		-		-		-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	238,000	862,000	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-		-	-	-	-	-	-
Morriess Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **	-	-	-	-	-	-	2,800,000	2,800,000	2,800,000	8	-		-		-		-	-	-	-	-	-
Morriess Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **	-	-	-	-	-	-	2,162,000	2,162,000	2,162,000	8	-		-		-		-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-		-	-	-	-	-	-
Sheffield Court Reconstruction (Amhearst to end of Cul-de-Sac) **	325,000	-	-	-	-	-	-	325,000	325,000	8	-		-		-		-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	100,000	525,000	-	-	-	-	-	625,000	625,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **	-	-	1,400,000	2,200,000	-	-	-	3,600,000	3,600,000	8	-		-		-		-	-	-	-	-	-
West Windsor and Mulberry Connection **	100,000	-	-	-	-	-	-	100,000	100,000	8	-		-		-		-	-	-	-	-	-
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	765,000	585,000	-	-	-	-	-	1,350,000	1,350,000	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	1,205,000	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 6,948,000	\$ 3,452,000	\$ 2,000,000	\$ 2,600,000	\$ 3,000,000	\$ 2,000,000	\$ 7,306,000	\$ 27,306,000	\$ 27,306,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
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10/03/2016

FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE					
		2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026									2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026
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. 1 Facility Upgrades **	-	980,000	-	-	-	-	-	980,000	-	2	-		-		980,000	980,000	-	-	-	-	-
Fire Station No. 1 Facility Upgrades **	-	1,223,375	-	-	-	-	-	1,223,375	243,375	2.4	-		-		980,000	980,000	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	300,000	6,500,000	-	-	6,800,000	-	2	-		-		6,800,000	-	-	300,000	6,500,000	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	-	-	300,000	5,050,000	-	-	-	5,350,000	-	2	-		-		5,350,000	-	300,000	5,050,000	-	-	-
Library **	-	-	1,900,000	10,000,000	-	-	-	11,900,000	10,900,000	2.7	-		-		1,000,000	-	1,000,000	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1.2	-		-		-	-	-	-	-	-	-
Police and Courts Facility Upgrades **	560,000	1,760,000	-	-	-	-	-	2,320,000	560,000	2.4	-		-		1,760,000	1,760,000	-	-	-	-	-
Police and Courts Facility Upgrades **	560,000	2,771,000	-	-	-	-	-	3,331,000	1,571,000	2.4	-		-		1,760,000	1,760,000	-	-	-	-	-
Senior Center **	5,998,000	-	-	-	-	-	-	5,998,000	5,998,000	2,7.3	-		-		-	-	-	-	-	-	-
Town Hall **	-	10,000,000	5,000,000	-	-	-	-	15,000,000	10,000,000	2.7	-		-		5,000,000	-	5,000,000	-	-	-	-
Western Operations and Maintenance Facility (Temporaty FS #6)**	600,000	-	-	-	-	-	-	600,000	600,000	2.4	-		-		-	-	-	-	-	-	-
SUBTOTAL	\$ 7,248,000	\$ 12,740,000	\$ 7,200,000	\$ 15,350,000	\$ 6,500,000	\$ -	\$ 12,235,000	\$ 61,273,000	\$ 38,148,000		\$ -		\$ -		\$ 23,125,000	\$ 2,740,000	\$ 6,300,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 2,235,000
SUBTOTAL	\$ 7,248,000	\$ 13,994,375	\$ 7,200,000	\$ 15,350,000	\$ 6,500,000	\$ -	\$ 12,235,000	\$ 62,527,375	\$ 39,402,375		\$ -		\$ -		\$ 23,125,000	\$ 2,740,000	\$ 6,300,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 2,235,000

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** Project Includes ADA Improvements
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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
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	-	-	-	-	-	-	-	-	-
Coumunity Activity Center Improvements	-	257,000	-	-	-	-	-	257,000	-	2	-	-	257,000	257,000	-	-	-	-	-
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	2,590,000	-	-	-	-	-	-	2,590,000	2,590,000	8.6	-	-	-	-	-	-	-	-	-
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	-	2,000,000	-	-	-	-	-	2,000,000	2,000,000	8	-	-	-	-	-	-	-	-	-
Indian Blanket Trail Connections	-	-	-	-	-	-	2,000,000	2,000,000	2,000,000	8	-	-	-	-	-	-	-	-	-
Individual Park Improvements	1,110,000	50,000	-	-	-	-	-	1,160,000	1,160,000	8	-	-	-	-	-	-	-	-	-
Log Cabin Property Purchase	454,098	-	-	-	-	-	-	454,098	454,098	2	-	-	-	-	-	-	-	-	-
Park and Trail Amenities	410,000	50,000	50,000	50,000	50,000	50,000	-	660,000	660,000	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	3,300,000	-	-	-	-	-	-	3,300,000	1,250,000	8	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	3,800,000	-	-	-	-	-	-	3,800,000	700,000	2.8	3,100,000	-	-	-	-	-	-	-	-
Twin Coves Park - Improvements	3,800,000	100,000	-	-	-	-	-	3,900,000	800,000	2.8	3,100,000	-	-	-	-	-	-	-	-
White Lazy Daisy Trail Connections	-	-	-	-	-	-	100,000	100,000	100,000	8	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 13,609,098	\$ 3,681,736	\$ 1,650,000	\$ 1,015,600	\$ 3,650,000	\$ 1,650,000	\$ 7,800,000	\$ 33,056,434	\$ 27,649,434		\$ 5,150,000	\$ -	\$ 257,000	\$ 257,000	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 13,609,098	\$ 3,781,736	\$ 1,650,000	\$ 1,015,600	\$ 3,650,000	\$ 1,650,000	\$ 7,800,000	\$ 33,156,434	\$ 27,749,434		\$ 5,150,000	\$ -	\$ 257,000	\$ 257,000	\$ -	\$ -	\$ -	\$ -	\$ -
		100,000						100,000											
GRAND TOTAL GENERAL FUND	\$ 46,590,496	\$ 30,376,736	\$ 15,135,000	\$ 26,605,850	\$ 18,886,480	\$ 6,478,000	\$ 50,729,337	\$ 194,801,899	\$ 141,321,635		\$ 12,096,264	\$ -	\$ 41,384,000	\$ 5,082,000	\$ 9,560,000	\$ 5,755,000	\$ 7,065,000	\$ 1,765,000	\$ 12,157,000
GRAND TOTAL GENERAL FUND	\$ 46,590,496	\$ 31,752,785	\$ 15,135,000	\$ 26,605,850	\$ 18,886,480	\$ 6,478,000	\$ 50,729,337	\$ 196,177,948	\$ 142,697,684		\$ 12,096,264	\$ -	\$ 41,384,000	\$ 5,082,000	\$ 9,560,000	\$ 5,755,000	\$ 7,065,000	\$ 1,765,000	\$ 12,157,000
** Project Includes ADA Improvements		1,376,049						1,376,049											
Other Sources																			
0. Impact Fees																			
1. Grant and Interlocal Funds																			
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)																			
3. Escrow																			
4. Decision Package																			
5. Developer Agreement(s)																			
6. Park Development Fund																			
7. Tax Increment Reinvestment Zone (TIRZ)																			
8. Dedicated Sales Tax																			
9. SH 121 Regional Toll Revenue (RTR)																			

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0,2	\$ -	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
Branchwood Water Line (Russwood Dr to FM407)	300,000	-	-	-	-	-	-	300,000	250,000	0,2	50,000	-	-	-	-	-	-	-	-
Bruton Orand Elevated Storage Tank Rehabilitation	180,000	1,700,000	-	-	-	-	-	1,880,000	80,000	2	100,000	-	1,700,000	1,700,000	-	-	-	-	-
Canyon Falls 20-Inch Water Line	1,250,000	750,000	660,000	-	-	-	-	2,660,000	400,000	0,2	1,050,000	-	1,210,000	650,000	560,000	-	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	140,000	0,3	-	-	530,000	-	-	-	-	-	530,000
Denton Creek Boulevard 12-Inch Water Line	-	-	1,100,000	-	-	-	-	1,100,000	620,000	0,5	-	-	480,000	-	480,000	-	-	-	-
Denton Creek District - Reuse Water Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0,2	-	-	-	-	-	-	-	-	-
Denton Creek Spine Road 12-inch Water Line	-	-	-	-	-	-	2,550,000	2,550,000	127,500	0,2	-	-	2,422,500	-	-	-	-	-	2,422,500
Denton Creek District - Reuse Waterlines	400,000	250,000	250,000	250,000	-	-	-	1,150,000	1,150,000	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.)	-	-	-	-	-	-	210,000	210,000	210,000	0,2	-	-	-	-	-	-	-	-	-
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	-	-	2,900,000	-	-	-	-	2,900,000	2,300,000	0,2,7	-	-	600,000	-	600,000	-	-	-	-
FM 2499 12-Inch Water Line Phase III	1,140,000	-	-	-	-	-	-	1,140,000	400,000	0,2,5	740,000	-	-	-	-	-	-	-	-
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 Phase I	-	3,100,000	-	-	-	-	-	3,100,000	-	2	-	-	3,100,000	3,100,000	-	-	-	-	-
High Road Water Line Replacement Phase II	-	-	2,600,000	-	-	-	-	2,600,000	-	2	-	-	2,600,000	-	2,600,000	-	-	-	-
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	-	-	-	-	80,000	-	-	80,000	80,000	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)	-	50,000	320,000	-	-	-	-	370,000	370,000	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	1,360,000	-	-	-	-	-	-	1,360,000	505,000	0,2,5	855,000	-	-	-	-	-	-	-	-
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	1,910,000	-	-	-	-	-	-	1,910,000	-	2	1,910,000	-	-	-	-	-	-	-	-
Pintail Pump Station Capacity Improvements	1,390,000	-	-	-	-	-	-	1,390,000	1,090,000	2,5	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
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	315,000	-	-	-	-	-	-	315,000	315,000	2	-	-	-	-	-	-	-	-	-
Shady Point Acres Water Line Replacement	300,000	1,000,000	-	-	-	-	-	1,300,000	-	2	300,000	-	1,000,000	1,000,000	-	-	-	-	-
Stonecrest Pump Station Phase I (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
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	2	-	-	840,000	-	-	-	-	-	840,000
Stonehill Pump Station 10MG Ground Storage Tank Modification	50,000	300,000	-	-	-	-	-	350,000	-	1,2	50,000	-	300,000	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
Trailwood Terrace 12-inch Water Line	400,000	-	-	-	-	-	-	400,000	400,000	0,2	-	-	-	-	-	-	-	-	-
Twin Coves Park - Improvements (Utilities)	400,000	-	-	-	-	-	-	400,000	400,000	2	-	-	-	-	-	-	-	-	-
Twin Coves Park - Improvements (Utilities)	400,000	380,000	-	-	-	-	-	780,000	780,000	2	-	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	300,000	300,000	300,000	300,000	300,000	-	1,800,000	-	2	300,000	-	1,500,000	300,000	300,000	300,000	300,000	300,000	-
Water Master Plan	-	-	-	-	150,000	-	-	150,000	150,000	0,2	-	-	-	-	-	-	-	-	-
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	600,000	50,000	50,000	50,000	50,000	50,000	-	850,000	-	2	600,000	-	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Model Update	130,785	5,000	5,000	5,000	5,000	5,000	-	155,785	155,785	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)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0,2	-	-	3,090,000	-	-	-	-	-	3,090,000
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)	975,000	-	-	-	-	-	-	975,000	975,000	2	-	-	-	-	-	-	-	-	-
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-

SUBTOTAL	\$ 12,873,405	\$ 9,305,000	\$ 10,955,000	\$ 605,000	\$ 3,595,000	\$ 355,000	\$ 45,756,000	\$ 83,444,405	\$ 18,030,905		\$ 6,305,000	\$ -	\$ 59,108,500	\$ 8,380,000	\$ 7,090,000	\$ 350,000	\$ 2,570,000	\$ 350,000	\$ 40,368,500
SUBTOTAL	\$ 12,873,405	\$ 9,685,000	\$ 10,955,000	\$ 605,000	\$ 3,595,000	\$ 355,000	\$ 45,756,000	\$ 83,824,405	\$ 18,410,905		\$ 6,305,000	\$ -	\$ 59,108,500	\$ 8,380,000	\$ 7,090,000	\$ 350,000	\$ 2,570,000	\$ 350,000	\$ 40,368,500

** Project Includes ADA Improvements

Other Sources

0. Impact Fees

1. Grant and Interlocal Funds

2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)

3. Escrow

4. Decision Package

5. Developer Agreement(s)

6. Park Development Fund

7. Tax Increment Reinvestment Zone (TIRZ)

8. Dedicated Sales Tax

9. SH 121 Regional Toll Revenue (RTR)

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FY 2016-2017
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STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE					
		2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026									2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026
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 1601 Twilight Drive	127,500	-	-	-	-	-	-	127,500	127,500	2	-	-	-	-	-	-	-	-	-	-	-
Creek Bank Stabilization at 3100 River Hill Court	-	45,000	-	-	-	-	-	45,000	45,000	1,2	-	-	-	-	-	-	-	-	-	-	-
Creek Bank Stabilization at 5105 River Hill Drive	-	45,000	-	-	-	-	-	45,000	45,000	1,2	-	-	-	-	-	-	-	-	-	-	-
East Waketon Road Drainage Improvements	-	50,000	-	-	-	-	-	50,000	50,000	1,2	-	-	-	-	-	-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-	-	-	-	-	-	-	-	-	-	-
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	150,000	200,000	500,000	500,000	2	-	-	-	-	-	-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	100,000	150,000	150,000	-	-	400,000	400,000	2	-	-	-	-	-	-	-	-	-	-	-
Waketon Road Drainage Improvement	-	-	100,000	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 680,000	\$ 215,000	\$ 200,000	\$ 150,000	\$ 300,000	\$ 150,000	\$ 350,000	\$ 2,045,000	\$ 2,045,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements

Other Sources

0. Impact Fees

1. Grant and Interlocal Funds

2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)

3. Escrow

4. Decision Package

5. Developer Agreement(s)

6. Park Development Fund

7. Tax Increment Reinvestment Zone (TIRZ)

8. Dedicated Sales Tax

9. SH 121 Regional Toll Revenue (RTR)

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TOWN OF FLOWER MOUND
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WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's	NEW		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
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	-	-	-	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0.2	0	-	-	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	1,730,000	250,000	250,000	250,000	250,000	250,000	-	2,980,000	130,000	2	1,600,000	-	-	1,250,000	250,000	250,000	250,000	250,000	250,000	-	-
Justin Road Lift Station Outfall (Justin Rd. to Cottage Ln.)	-	-	650,000	-	-	-	-	650,000	400,000	0.2	0	-	-	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	375,000	1,400,000	-	-	-	-	-	1,775,000	50,000	2	325,000	-	-	1,400,000	1,400,000	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	-	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
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	0.2,3,5	-	-	-	2,370,000	-	-	-	-	-	-	2,370,000
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0.2	-	-	-	380,000	-	-	-	-	-	-	380,000
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	-	300,000	300,000	-	0.2	-	-	-	300,000	-	-	-	-	-	-	300,000
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	410,000	2,100,000	-	-	-	-	-	2,510,000	410,000	0.2	-	-	-	2,100,000	2,100,000	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	-	350,000	2,400,000	-	-	-	-	2,750,000	-	2	-	-	-	2,750,000	350,000	2,400,000	-	-	-	-	-
Wastewater Master Plan	-	-	-	-	50,000	-	-	50,000	50,000	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	200,785	5,000	5,000	5,000	5,000	5,000	-	225,785	225,785	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	-	-	-	-	-	-	150,000	150,000	150,000	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	670,000	110,000	-	-	-	-	-	780,000	430,000	2	350,000	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	5,540,000	-	-	-	-	-	-	5,540,000	780,000	2	4,760,000	-	-	-	-	-	-	-	-	-	-
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 IV Section I (Vail Lane to Oak Street Lift Station)	-	-	-	400,000	-	-	-	400,000	95,000	0.2	-	-	-	305,000	-	-	305,000	-	-	-	-
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
Woodbine Street Sewer Line	-	500,000	-	-	-	-	-	500,000	200,000	2	-	-	-	300,000	300,000	-	-	-	-	-	-
SUBTOTAL	\$ 19,145,785	\$ 7,215,000	\$ 10,285,000	\$ 3,055,000	\$ 3,685,000	\$ 255,000	\$ 25,080,000	\$ 68,720,785	\$ 8,210,785		\$ 14,810,000	\$ -	\$ 45,700,000	\$ 6,700,000	\$ 9,805,000	\$ 2,555,000	\$ 3,400,000	\$ 250,000	\$ 22,990,000		
GRAND TOTAL UTILITY FUND	\$ 32,699,190	\$ 16,735,000	\$ 21,440,000	\$ 3,810,000	\$ 7,580,000	\$ 760,000	\$ 71,186,000	\$ 154,210,190	\$ 28,286,690		\$ 21,115,000	\$ -	\$ 104,808,500	\$ 15,080,000	\$ 16,895,000	\$ 2,905,000	\$ 5,970,000	\$ 600,000	\$ 63,358,500		
GRAND TOTAL UTILITY FUND	\$ 32,699,190	\$ 17,115,000	\$ 21,440,000	\$ 3,810,000	\$ 7,580,000	\$ 760,000	\$ 71,186,000	\$ 154,590,190	\$ 28,666,690		\$ 21,115,000	\$ -	\$ 104,808,500	\$ 15,080,000	\$ 16,895,000	\$ 2,905,000	\$ 5,970,000	\$ 600,000	\$ 63,358,500		

** 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
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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					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026						2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ -	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,000,000	0,2,5	\$ -	\$ -	\$ 650,000	\$ 650,000	\$ -	\$ -	\$ -	\$ -
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	-	2,463,000	-	2,463,000	1,063,000	0,2,5	-	-	1,400,000	-	-	-	1,400,000	-
ADA Transition Plan and Implementation **	363,000	170,000	465,000	150,000	150,000	150,000	-	1,448,000	3,000	2,5	360,000	-	1,085,000	170,000	465,000	150,000	150,000	150,000
Churchill Drive (FM 2499 to Yucca) **	525,000	-	400,000	-	-	-	-	925,000	925,000	0,2,7	-	-	-	-	-	-	-	-
Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	-	240,000	-	-	-	-	240,000
Denton Creek Boulevard Bridge (Graham Branch crossing)	80,000	-	-	6,920,000	-	-	-	7,000,000	7,000,000	0,1,5	-	-	-	-	-	-	-	-
Firewheel Drive (Complete 4 lane gap, 340 feet north of Garden Rd) **	-	500,000	-	-	-	-	-	500,000	500,000	0	-	-	-	-	-	-	-	-
FM 1171	413,665	-	-	-	-	-	-	413,665	207,401	0,1,2	206,264	*	-	-	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane **	100,000	785,000	-	-	-	-	-	885,000	785,000	7	100,000	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	-	998,000	-	-	-	-	-	998,000	998,000	7	-	-	-	-	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	-	-	300,000	-	-	-	-	300,000	-	2,5	-	-	300,000	-	300,000	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,599,844	-	-	-	-	-	-	8,599,844	7,399,844	1,2	1,200,000	-	-	-	-	-	-	-
FM 407 (TxDot)	177,889	-	-	-	-	-	-	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	-	-	-	-	120,000	-	-	120,000	120,000	0	-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	-	-	-	8,718,000	8,718,000	6,036,000	0,1,2,3,5	-	-	2,682,000	-	-	-	-	2,682,000
Lake Forest Boulevard Bridge	-	200,000	1,800,000	-	-	-	-	2,000,000	600,000	0,2	-	-	1,400,000	-	1,400,000	-	-	-
Lakeside Dual Left turn Lane at Gerault **	-	-	-	140,250	-	-	-	140,250	100,250	0,2,5	-	-	40,000	-	-	40,000	-	-
Lakeside Eastbound Right Turn Lane at Home Depot **	-	250,000	-	-	-	-	-	250,000	-	2,5	-	-	250,000	250,000	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-	-	6,500,000	-	-	-	-	6,500,000
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	95,000	90,000	90,000	90,000	90,000	90,000	-	545,000	80,000	2	15,000	-	450,000	90,000	90,000	90,000	90,000	-
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	21,674	-	-	-	-	-	3,691,674	541,674	0,2,3	3,150,000	-	-	-	-	-	-	-
Sidewalk Links **	661,000	-	-	-	-	-	-	661,000	661,000	2,4	-	-	-	-	-	-	-	-
Skillern Road (Flower Mound Rd to Riverhill) **	-	-	880,000	-	-	-	-	880,000	-	2	-	-	880,000	-	880,000	-	-	-
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) **	850,000	200,000	-	-	-	-	-	1,050,000	150,000	2,5	700,000	-	200,000	200,000	-	-	-	-
Timber Creek Road (Kirkpatrick to Glen Hollow) **	780,000	-	-	-	-	-	-	780,000	780,000	0,2	-	-	-	-	-	-	-	-
Waketon Road **	600,000	5,270,000	-	-	-	-	-	5,870,000	5,270,000	2,3,5,7	-	-	600,000	600,000	-	-	-	-

SUBTOTAL	\$ 17,650,398	\$ 10,134,674	\$ 3,935,000	\$ 7,300,250	\$ 5,611,480	\$ 2,703,000	\$ 21,383,337	\$ 68,718,139	\$ 45,584,875		\$ 6,256,264	\$ -	\$ 16,877,000	\$ 1,960,000	\$ 3,135,000	\$ 280,000	\$ 440,000	\$ 1,640,000	\$ 9,422,000
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*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources

- 0. Impact Fees
- 1. Grant and Interlocal Funds
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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						
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026	
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 Kirkpatrick - Reconstruction	340,000	-	-	-	-	-	-	340,000	120,000	2,4	220,000		-		-		-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	290,000	-	-	-	-	-	-	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	-	240,000	-	-	-	-	-	240,000	240,000	0,2	-		-		-		-	-	-	-	-	-
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	250,000	125,000	125,000	125,000	125,000	125,000	-	875,000	-	2	250,000		-		625,000		125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-		-		500,000		-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive	-	25,000	225,000	-	-	-	-	250,000	250,000	0,2,4	-		-		-		-	-	-	-	-	-
SUBTOTAL								\$ 4,470,000	\$ 2,655,000		\$ 690,000		\$ -		\$ 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)

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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10/03/2016

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
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	-		-		-		-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **	3,400,000	-	-	-	-	-	-	3,400,000	3,400,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriess to Upton Vista) **	-	-	-	-	3,000,000	-	-	3,000,000	3,000,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Upton Vista to Lake Shore) **	-	-	-	-	-	2,000,000	-	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	600,000	-	-	-	-	600,000	600,000	8	-		-		-		-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	238,000	862,000	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-		-	-	-	-	-	-
Morriess Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **	-	-	-	-	-	-	2,800,000	2,800,000	2,800,000	8	-		-		-		-	-	-	-	-	-
Morriess Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **	-	-	-	-	-	-	2,162,000	2,162,000	2,162,000	8	-		-		-		-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-		-	-	-	-	-	-
Sheffield Court Reconstruction (Amhearst to end of Cul-de-Sac) **	325,000	-	-	-	-	-	-	325,000	325,000	8	-		-		-		-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	100,000	525,000	-	-	-	-	-	625,000	625,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **	-	-	1,400,000	2,200,000	-	-	-	3,600,000	3,600,000	8	-		-		-		-	-	-	-	-	-
West Windsor and Mulberry Connection **	100,000	-	-	-	-	-	-	100,000	100,000	8	-		-		-		-	-	-	-	-	-
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	765,000	585,000	-	-	-	-	-	1,350,000	1,350,000	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	1,205,000	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 6,948,000	\$ 3,452,000	\$ 2,000,000	\$ 2,600,000	\$ 3,000,000	\$ 2,000,000	\$ 7,306,000	\$ 27,306,000	\$ 27,306,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
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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					
		2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026										2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026
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. 1 Facility Upgrades **	-	1,223,375	-	-	-	-	-	1,223,375	243,375	2,4	-		-		980,000		980,000	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	300,000	6,500,000	-	-	6,800,000	-	2	-		-		6,800,000		-	-	300,000	6,500,000	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	-	-	300,000	5,050,000	-	-	-	5,350,000	-	2	-		-		5,350,000		-	300,000	5,050,000	-	-	-
Library **	-	-	1,900,000	10,000,000	-	-	-	11,900,000	10,900,000	2,7	-		-		1,000,000		-	1,000,000	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-		-		-		-	-	-	-	-	-
Police and Courts Facility Upgrades **	560,000	2,771,000	-	-	-	-	-	3,331,000	1,571,000	2,4	-		-		1,760,000		1,760,000	-	-	-	-	-
Senior Center **	5,998,000	-	-	-	-	-	-	5,998,000	5,998,000	2,7,3	-		-		-		-	-	-	-	-	-
Town Hall **	-	10,000,000	5,000,000	-	-	-	-	15,000,000	10,000,000	2,7	-		-		5,000,000			5,000,000	-	-	-	-
Western Operations and Maintenance Facility (Temporaty FS #6)**	600,000	-	-	-	-	-	-	600,000	600,000	2,4	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 7,248,000	\$ 13,994,375	\$ 7,200,000	\$ 15,350,000	\$ 6,500,000	\$ -	\$ 12,235,000	\$ 62,527,375	\$ 39,402,375		\$ -		\$ -		\$ 23,125,000		\$ 2,740,000	\$ 6,300,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 2,235,000

*General Obligation Bonds

** Project Includes ADA Improvements

Other Sources

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PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026								2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
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	-		-		-	-	-	-	-	-
Coumunity Activity Center Improvements	-	257,000	-	-	-	-	-	257,000	-	2	-		-	257,000	257,000	-	-	-	-	-
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	2,590,000	-	-	-	-	-	-	2,590,000	2,590,000	8.6	-		-	-	-	-	-	-	-	-
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	-	2,000,000	-	-	-	-	-	2,000,000	2,000,000	8	-		-	-	-	-	-	-	-	-
Indian Blanket Trail Connections	-	-	-	-	-	-	2,000,000	2,000,000	2,000,000	8	-		-	-	-	-	-	-	-	-
Individual Park Improvements	1,110,000	50,000	-	-	-	-	-	1,160,000	1,160,000	8	-		-	-	-	-	-	-	-	-
Log Cabin Property Purchase	454,098	-	-	-	-	-	-	454,098	454,098	2	-		-	-	-	-	-	-	-	-
Park and Trail Amenities	410,000	50,000	50,000	50,000	50,000	50,000	-	660,000	660,000	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	3,300,000	-	-	-	-	-	-	3,300,000	1,250,000	8	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	3,800,000	100,000	-	-	-	-	-	3,900,000	800,000	2.8	3,100,000		-	-	-	-	-	-	-	-
White Lazy Daisy Trail Connections	-	-	-	-	-	-	100,000	100,000	100,000	8	-		-	-	-	-	-	-	-	-
SUBTOTAL	\$ 13,609,098	\$ 3,781,736	\$ 1,650,000	\$ 1,015,600	\$ 3,650,000	\$ 1,650,000	\$ 7,800,000	\$ 33,156,434	\$ 27,749,434		\$ 5,150,000	\$ -	\$ 257,000	\$ 257,000	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL GENERAL FUND	\$ 46,590,496	\$ 31,752,785	\$ 15,135,000	\$ 26,605,850	\$ 18,886,480	\$ 6,478,000	\$ 50,729,337	\$ 196,177,948	\$ 142,697,684		\$ 12,096,264	\$ -	\$ 41,384,000	\$ 5,082,000	\$ 9,560,000	\$ 5,755,000	\$ 7,065,000	\$ 1,765,000	\$ 12,157,000	

** 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 2016-2017
Amendment 1
10/03/2016

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0,2	\$ -	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
Branchwood Water Line (Russwood Dr to FM407)	300,000	-	-	-	-	-	-	300,000	250,000	0,2	50,000	-	-	-	-	-	-	-	-
Bruton Orand Elevated Storage Tank Rehabilitation	180,000	1,700,000	-	-	-	-	-	1,880,000	80,000	2	100,000	-	1,700,000	1,700,000	-	-	-	-	-
Canyon Falls 20-Inch Water Line	1,250,000	750,000	660,000	-	-	-	-	2,660,000	400,000	0,2	1,050,000	-	1,210,000	650,000	560,000	-	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	140,000	0,3	-	-	530,000	-	-	-	-	-	530,000
Denton Creek Boulevard 12-Inch Water Line	-	-	1,100,000	-	-	-	-	1,100,000	620,000	0,5	-	-	480,000	-	480,000	-	-	-	-
Denton Creek District - Reuse Water Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0,2	-	-	-	-	-	-	-	-	-
Denton Creek Spine Road 12-inch Water Line	-	-	-	-	-	-	2,550,000	2,550,000	127,500	0,2	-	-	2,422,500	-	-	-	-	-	2,422,500
Denton Creek District - Reuse Waterlines	400,000	250,000	250,000	250,000	-	-	-	1,150,000	1,150,000	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.)	-	-	-	-	-	-	210,000	210,000	210,000	0,2	-	-	-	-	-	-	-	-	-
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	-	-	2,900,000	-	-	-	-	2,900,000	2,300,000	0,2,7	-	-	600,000	-	600,000	-	-	-	-
FM 2499 12-Inch Water Line Phase III	1,140,000	-	-	-	-	-	-	1,140,000	400,000	0,2,5	740,000	-	-	-	-	-	-	-	-
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 Phase I	-	3,100,000	-	-	-	-	-	3,100,000	-	2	-	-	3,100,000	3,100,000	-	-	-	-	-
High Road Water Line Replacement Phase II	-	-	2,600,000	-	-	-	-	2,600,000	-	2	-	-	2,600,000	-	2,600,000	-	-	-	-
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	-	-	-	-	80,000	-	-	80,000	80,000	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)	-	50,000	320,000	-	-	-	-	370,000	370,000	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	1,360,000	-	-	-	-	-	-	1,360,000	505,000	0,2,5	855,000	-	-	-	-	-	-	-	-
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	1,910,000	-	-	-	-	-	-	1,910,000	-	2	1,910,000	-	-	-	-	-	-	-	-
Pintail Pump Station Capacity Improvements	1,390,000	-	-	-	-	-	-	1,390,000	1,090,000	2,5	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
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	315,000	-	-	-	-	-	-	315,000	315,000	2	-	-	-	-	-	-	-	-	-
Shady Point Acres Water Line Replacement	300,000	1,000,000	-	-	-	-	-	1,300,000	-	2	300,000	-	1,000,000	1,000,000	-	-	-	-	-
Stonecrest Pump Station Phase I (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
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	2	-	-	840,000	-	-	-	-	-	840,000
Stonehill Pump Station 10MG Ground Storage Tank Modification	50,000	300,000	-	-	-	-	-	350,000	-	1,2	50,000	-	300,000	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
Trailwood Terrace 12-inch Water Line	400,000	-	-	-	-	-	-	400,000	400,000	0,2	-	-	-	-	-	-	-	-	-
Twin Coves Park - Improvements (Utilities)	400,000	380,000	-	-	-	-	-	780,000	780,000	2	-	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	300,000	300,000	300,000	300,000	300,000	-	1,800,000	-	2	300,000	-	1,500,000	300,000	300,000	300,000	300,000	300,000	-
Water Master Plan	-	-	-	-	150,000	-	-	150,000	150,000	0,2	-	-	-	-	-	-	-	-	-
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	600,000	50,000	50,000	50,000	50,000	50,000	-	850,000	-	2	600,000	-	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Model Update	130,785	5,000	5,000	5,000	5,000	5,000	-	155,785	155,785	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)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0,2	-	-	3,090,000	-	-	-	-	-	3,090,000
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)	975,000	-	-	-	-	-	-	975,000	975,000	2	-	-	-	-	-	-	-	-	-
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-

SUBTOTAL	\$ 12,873,405	\$ 9,685,000	\$ 10,955,000	\$ 605,000	\$ 3,595,000	\$ 355,000	\$ 45,756,000	\$ 83,824,405	\$ 18,410,905	\$ 32	\$ 6,305,000	\$-	\$ -	\$ 59,108,500	\$-	\$ 8,380,000	\$ 7,090,000	\$ 350,000	\$ 2,570,000	\$ 350,000	\$ 40,368,500
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** Project Includes ADA Improvements

Other Sources

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

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 1
10/03/2016

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026							2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026
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 1601 Twilight Drive	127,500	-	-	-	-	-	-	127,500	127,500	2	-	-	-	-	-	-	-	-	-
Creek Bank Stabilization at 3100 River Hill Court	-	45,000	-	-	-	-	-	45,000	45,000	1,2	-	-	-	-	-	-	-	-	-
Creek Bank Stabilization at 5105 River Hill Drive	-	45,000	-	-	-	-	-	45,000	45,000	1,2	-	-	-	-	-	-	-	-	-
East Waketon Road Drainage Improvements	-	50,000	-	-	-	-	-	50,000	50,000	1,2	-	-	-	-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-	-	-	-	-	-	-	-	-
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	150,000	200,000	500,000	500,000	2	-	-	-	-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	100,000	150,000	150,000	-	-	400,000	400,000	2	-	-	-	-	-	-	-	-	-
Waketon Road Drainage Improvement	-	-	100,000	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 680,000	\$ 215,000	\$ 200,000	\$ 150,000	\$ 300,000	\$ 150,000	\$ 350,000	\$ 2,045,000	\$ 2,045,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements

Other Sources

0. Impact Fees

1. Grant and Interlocal Funds

2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)

3. Escrow

4. Decision Package

5. Developer Agreement(s)

6. Park Development Fund

7. Tax Increment Reinvestment Zone (TIRZ)

8. Dedicated Sales Tax

9. SH 121 Regional Toll Revenue (RTR)

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
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10/03/2016

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's	NEW		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
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	-	-	-	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0.2	0	-	-	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	1,730,000	250,000	250,000	250,000	250,000	250,000	-	2,980,000	130,000	2	1,600,000	-	-	1,250,000	250,000	250,000	250,000	250,000	250,000	-	-
Justin Road Lift Station Outfall (Justin Rd. to Cottage Ln.)	-	-	650,000	-	-	-	-	650,000	400,000	0.2	0	-	-	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	375,000	1,400,000	-	-	-	-	-	1,775,000	50,000	2	325,000	-	-	1,400,000	1,400,000	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	-	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
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	0.2,3,5	-	-	-	2,370,000	-	-	-	-	-	-	2,370,000
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0.2	-	-	-	380,000	-	-	-	-	-	-	380,000
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	-	300,000	300,000	-	0.2	-	-	-	300,000	-	-	-	-	-	-	300,000
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	410,000	2,100,000	-	-	-	-	-	2,510,000	410,000	0.2	-	-	-	2,100,000	2,100,000	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	-	350,000	2,400,000	-	-	-	-	2,750,000	-	2	-	-	-	2,750,000	350,000	2,400,000	-	-	-	-	-
Wastewater Master Plan	-	-	-	-	50,000	-	-	50,000	50,000	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	200,785	5,000	5,000	5,000	5,000	5,000	-	225,785	225,785	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	-	-	-	-	-	-	150,000	150,000	150,000	0.2	-	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	670,000	110,000	-	-	-	-	-	780,000	430,000	2	350,000	-	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	5,540,000	-	-	-	-	-	-	5,540,000	780,000	2	4,760,000	-	-	-	-	-	-	-	-	-	-
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 IV Section I (Vail Lane to Oak Street Lift Station)	-	-	-	400,000	-	-	-	400,000	95,000	0.2	-	-	-	305,000	-	-	305,000	-	-	-	-
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
Woodbine Street Sewer Line	-	500,000	-	-	-	-	-	500,000	200,000	2	-	-	-	300,000	300,000	-	-	-	-	-	-
SUBTOTAL	\$ 19,145,785	\$ 7,215,000	\$ 10,285,000	\$ 3,055,000	\$ 3,685,000	\$ 255,000	\$ 25,080,000	\$ 68,720,785	\$ 8,210,785		\$ 14,810,000	\$ -	\$ 45,700,000	\$ 6,700,000	\$ 9,805,000	\$ 2,555,000	\$ 3,400,000	\$ 250,000	\$ 22,990,000		
GRAND TOTAL UTILITY FUND	\$ 32,699,190	\$ 17,115,000	\$ 21,440,000	\$ 3,810,000	\$ 7,580,000	\$ 760,000	\$ 71,186,000	\$ 154,590,190	\$ 28,666,690		\$ 21,115,000	\$ -	\$ 104,808,500	\$ 15,080,000	\$ 16,895,000	\$ 2,905,000	\$ 5,970,000	\$ 600,000	\$ 63,358,500		

** 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. 10

CONSENT ITEM

DATE: October 3, 2016

FROM: Randy Williams, Utility Services Manager

ITEM: Consider approval of a Professional Services Agreement with Alan Plummer Associates, Inc., to provide contract construction management and resident project representation services, associated with the Wastewater Treatment Plant Rehabilitation Phase IV project, in the amount of \$331,125.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On September 6, 2016, the construction contract for the Wastewater Treatment Plant Rehabilitation Phase IV – Solids Facility Improvements Part I project, in the amount of \$3,837,000.00, was awarded to Red River Construction Company. The construction project primarily involves the replacement and rehabilitation of treatment plant sludge dewatering equipment, and modification of facilities to improve handling of dewatered material. The contract proposed by Alan Plummer Associates will provide for construction management, resident project representation services, and materials testing associated with work performed by Red River Construction to ensure compliance with contract plans and specifications.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$331,125.00

Proposed Expenditure:	Account Number(s):
\$331,125.00	630-970-98471

Finance Review by: Tammy Wilson, Executive Director of 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 with Alan Plummer Associates, Inc., to provide contract construction management and resident project representation services, associated with the Wastewater Treatment Plant Rehabilitation Phase IV project, in the amount of \$331,125.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ALAN PLUMMER ASSOCIATES, INC.**

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **Alan Plummer Associates, Inc.** ("hereinafter referred to as "CONSULTANT") whose address is 1320 S. University Drive, Suite 300, Fort Worth, Texas 76107.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to general construction management and resident project representation of the refurbishment of the solids handling facilities at the wastewater treatment plant; 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 General Construction Administration and Resident Project Representation Services for the Wastewater Treatment Plant Rehabilitation Phase IV – Solids Facility Improvements Part I 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 General Construction Services described herein shall be a sum not to exceed Two Hundred Nine Thousand Two Hundred Nineteen and No/100 Dollars (\$209,219.00). Total payment for the Resident Project Representation, Concrete Testing and the Warranty Assistance described herein for the project shall not exceed One Hundred Twenty One Thousand Nine Hundred Six and No/100 Dollars (\$121,906.00) and shall use billing rates as shown in Exhibit B. This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis for the General Construction Services in accordance with Attachment “B”, and on a time and material basis for the Resident Project Representation and the Warranty Assistance in accordance with Attachment “B”; provided however that this Contract shall control in the event of any conflict between the language in Attachment “B” and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless

TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought for the General Construction Services and for the time and materials sought for the Resident Project Representation, Concrete Testing and Warranty Assistance by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

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

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

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

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

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

V.
Term

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

VI.
Contract Termination Provision

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

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

The following policies and coverage shall be required:

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

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN.

All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

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

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

Randy Williams
Utility Services Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6404 Telephone

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

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

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

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance

requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;

2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

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

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

IX.
Right to Inspect Records

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

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or 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:

Randy Williams
Utility Services Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6404 Telephone

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

Jeffrey E. Caffey, P.E.,
Principal
Alan Plummer Associates, Inc.
1320 S. University Dr., Suite 300.
Fort Worth, Texas, 76107
817-806-1700 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.

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that

all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

Approved:

Town Attorney

CONSULTANT:
Alan Plummer Associates, Inc.

By: _____
Name: Jeffrey E. Caffey, P.E.
Title: Principal

Date Signed: _____

State of Texas §
 §
County of _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF ____, 20____.

Notary Public, State of Texas

My Commission Expires:

ATTACHMENT A

TOWN OF FLOWER MOUND
WASTEWATER TREATMENT PLANT PHASE IV REHABILITATION
SOLIDS FACILITY IMPROVEMENTS PART 1
BASIC ENGINEERING SERVICES

Provide construction phase services, resident project representation and post-construction phase services for the Wastewater Treatment Plant Rehabilitation Phase IV - Solids Facility Improvements Part 1.

BASIC SERVICES

ENGINEER agrees to perform BASIC SERVICES in connection with the PROJECT as hereinafter stated, in accordance with the stipulations within this AGREEMENT. The ENGINEER shall perform BASIC SERVICES necessary for the development of the PROJECT as follows:

A. CONSTRUCTION PHASE SERVICES

1. Assist in conducting pre-construction conference with the CONTRACTOR, review construction schedules prepared by the CONTRACTOR pursuant to the requirement of the construction contract, and review the proposed estimate of monthly cost requirements of the PROJECT, as prepared by the CONTRACTOR.
2. Participate in the CONTRACTOR'S monthly progress meeting with the TOWN and its authorized representatives. The ENGINEER will attend up to twelve monthly progress meetings.
3. Prepare Conformed Documents by adding the addendum items from the Advertisement Phase to the Contract Documents. Provide five (5) conformed sets with full-size plans to the TOWN, and five (5) conformed sets with full-size plans to the CONTRACTOR. Provide one (1) electronic copy of the Conformed Documents to the TOWN.
4. Make an average of one (1) site visit each month from the Notice-to-Proceed to the Substantial Completion Date to observe the progress and the quality of construction work. It is anticipated that the project will be substantially complete twelve (12) months following notice to proceed. The site visit can be conducted on the same day as the monthly progress meeting. If the ENGINEER is asked to visit the site more frequently, the requested visits shall be considered a SPECIAL SERVICE and the ENGINEER shall be entitled to additional compensation. In performing these services, the ENGINEER shall endeavor to guard the TOWN against apparent defects and deficiencies in the permanent work constructed by the CONTRACTOR, but the ENGINEER does not guarantee the performance of the CONTRACTOR. The ENGINEER shall not be required to make continuous daily on-site observations to check the quality or progress of the construction work. The ENGINEER shall not be responsible for the construction performance, programs, or for any safety precautions utilized in connection with the construction work. The ENGINEER shall not be responsible for the CONTRACTOR'S failure to execute the work in accordance with the construction contract. However, if the

ENGINEER observes construction conditions not in conformance with construction contract documents, then the ENGINEER shall have authority to recommend rejection of work which does not conform to the construction contract documents whenever, in his/her opinion, the ENGINEER considers it necessary or advisable to insure the proper implementation of the intent of the construction contract documents in accordance with generally accepted engineering practices. The ENGINEER shall have the authority to require special inspection or testing of any work in accordance with the provisions of construction contract documents whether or not such work is then fabricated, installed, or completed. The ENGINEER shall notify the TOWN, in writing, of any actions taken under this paragraph.

5. The ELECTRICAL ENGINEER shall make an average of one (1) site visit every other month from the Notice-to-Proceed to the Substantial Completion Date.
6. Utilize Projectmates for transmitting and tracking construction documents and write and distribute meeting notes for the monthly progress meetings.
7. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill test reports or material and equipment and other data which the CONTRACTOR submits. This review is for the benefit of the TOWN and covers only general compliance with the information given by the construction contract documents. It is anticipated that the ENGINEER will review up to seventy (70) shop drawing submittals. It does not relieve the CONTRACTOR of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect worker and the public, or the necessity to construct a complete and workable facility in accordance with the construction contract documents.
8. Review and answer request-for-information (RFI) typical for the scope and size of the improvements included. It is anticipated that the ENGINEER will review and respond to up to a total of twenty-five (25) RFIs. Review of authorized RFIs in excess of the specified number will be considered an Additional Service.
9. Review, evaluate and prepare routine change orders or proposed contract modifications typical for the scope and size of the improvements included. Review up to fifteen (15) Contract Modification Requests/Proposed Contract Modifications (CMR/PCM). Prepare up to three (3) Change Orders (CO) and up to three Field Orders (FO) for execution by the TOWN. Additional authorized CMR/PCM review or CO/FO preparation in excess of the specified number will be considered an Additional Service.
10. The ENGINEER shall be, in the first instance, the interpreter of the requirements of the construction contract documents and the impartial judge of the performance thereunder by both the TOWN and the CONTRACTOR. At the written request of the TOWN, the ENGINEER will be required to make certain interpretations of the construction contract documents. These interpretations shall be in the form of written recommendations and conclusions sent to the appointed representative of the TOWN.

11. The ENGINEER shall not be responsible for the acts or omissions of the CONTRACTOR, or any SUBCONTRACTOR, or any of the CONTRACTOR'S or SUBCONTRACTOR'S agents or employees, or any other persons performing any of the work on the PROJECT, except those employees, agents, and SUBCONTRACTORS of the ENGINEER. In the event of a conflict between this requirement or any other contractual provisions of this AGREEMENT, the other contractual provisions shall prevail.
 12. Review monthly and final estimates for payment to the CONTRACTOR based on quantities submitted by the CONTRACTOR as approved by the TOWN'S on-site representative.
 13. Assist representatives of the TOWN with final inspection of the PROJECT for conformance with the design concept of the PROJECT and compliance with the construction contract documents, and approve, in writing, final payment to the CONTRACTOR.
 14. Revise construction drawings (unless complete redrawing is required) to conform with construction records based on the field-marked drawings from the CONTRACTOR. Furnish one (1) full-size set of construction drawings on reproducible media within sixty (60) days following final completion of the PROJECT and receipt of the field-marked drawings from the CONTRACTOR. Provide one (1) electronic copy of the final drawings to the TOWN.
 15. The TOWN acknowledges the ENGINEER'S plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this AGREEMENT shall become the property of the TOWN upon completion of the services and payment in full of all monies due to the ENGINEER. The TOWN shall not reuse or make or permit to be made any modifications to the plans or specifications without the prior written authorization of the ENGINEER. The TOWN agrees to waive any claim against the ENGINEER arising from any unauthorized reuse or modification of the plans or specifications.
 16. The TOWN agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless for any damage, liability or cost, arising from any modification of the plans and specifications by the TOWN or its authorized representatives without the prior written authorization of the ENGINEER. The ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose or of probable useful life of drawing files stored on electronic media.
- B. Resident Project Representation
1. ENGINEER shall furnish a Resident Project Representative ("RPR") to assist ENGINEER in observing progress and quality of the Work. The RPR shall provide part time representation on a time and material basis based on a schedule of 16 hours per week for a 52-week period. If additional time is required, the ENGINEER will receive additional compensation or relief by TOWN personnel.

2. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, ENGINEER shall endeavor to provide further protection for TOWN against defects and deficiencies in the Work. However, ENGINEER shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The ENGINEER (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
3. The duties and responsibilities of the RPR are as follows:
 - a. RPR is ENGINEER's representative at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with TOWN only with the knowledge of and under the direction of ENGINEER.
 - b. Serve as ENGINEER's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - c. Assist ENGINEER in serving as TOWN's liaison with Contractor when Contractor's operations affect TOWN's on-Site operations.
 - d. Assist in obtaining from TOWN additional details or information, when required for proper execution of the Work.
 - e. Conduct on-Site observations of Contractor's work in progress to assist in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - f. Consult with ENGINEER in advance of scheduled inspections, tests, and systems start-ups. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate TOWN's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to

ENGINEER.

- g. Furnish to ENGINEER and TOWN copies of all inspection, test, and system start-up reports.
- h. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- i. Participate in a final visit to the Project in the company of TOWN, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- j. Observe whether all items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.
- k. Resident Project Representative shall not:
 - (1) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - (2) Exceed limitations of ENGINEER's authority as set forth in this Agreement.
 - (3) Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
 - (4) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 - (5) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of TOWN or Contractor.
 - (6) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
 - (7) Authorize TOWN to occupy the Project in whole or in part.

C. Concrete Testing and Geotechnical Construction Assistance

- 1. Provide concrete testing of up to 8 sets of concrete cylinders utilizing the services of a concrete testing lab for confirmation of concrete strength as required for the project.
- 2. Provide Geotechnical Construction Assistance during the drilling of piers to assist in determining the location of the load bearing strata. ENGINEER will utilize the services of a geotechnical firm to provide assistance.

D. Post-Construction Phase

- 1. The ENGINEER will prepare an update to the operation & maintenance (O&M) Manual sections related to the PROJECT in electronic format delivered on CD. Specific services to be performed by the ENGINEER will be to prepare the manual in the format that follows:
 - a. Prepare and submit to TOWN for review a draft of the updated O&M manual sections. The manual will include a description of the facilities and recommendations for O&M. The following topics will be included:
 - (1) Facilities Description, Operation, and Control of Facilities: discussion of

the operation and purpose of each treatment unit or facility with a description of design criteria and control strategy;

- (2) Description and Operation of the Auxiliary Facilities: discussion of auxiliary systems;
 - (3) Electrical System and Control Systems: overview and detailed description of the electrical and control systems;
 - (4) Maintenance: nameplate data for each major piece of equipment, list of the manufacturer's recommended spare parts, and reference to equipment manufacturer's O&M Manual schedule of preventative maintenance activities; and
 - (5) Appendices: glossary of treatment terms and abbreviations used pertinent to this facility;
- b. Five hard copies of the Final Draft and Final O&M manual are to be provided to the TOWN along with two electronic format CDs;
- 2. Warranty Assistance: Provide up to 24 hours of office and/or on-site consulting concerning the follow-up of Contractor and equipment warranty items during the construction warranty period. One month prior to the end of the construction warranty period, conduct a site visit and document all warranty items and assist in the coordination of the repairs/replacement of the defective work.

ADDITIONAL SERVICES

- A. Additional services to be performed by the ENGINEER, if authorized by the TOWN, which are not included in the above-described BASIC SERVICES, are described as follows:
 - 1. Attending additional meetings as requested by TOWN;
 - 2. Sampling, testing or analysis beyond that specifically included in BASIC SERVICES;
 - 3. Providing additional copies of reports, plans and specifications;
 - 4. Any additional services that may be required by the TOWN for completion of the project that are not included in the BASIC or SPECIAL SERVICES; and
 - 5. Preparing copies of Computer-Aided Drafting (CAD) electronic databases, drawings, or files for the TOWN's use in a future CAD system.

TOWN OF FLOWER MOUND WASTEWATER TREATMENT PLANT SOLIDS FACILITY IMPROVEMENTS PHASE I CONSTRUCTION Project No. 1											
Level 2 (Phase) No. and Description <i>Level 3 (Task) No. and Description</i>	Principal (hrs)	Sr. Proj Mgr (hrs)	Structural (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor		Percent of Total Fee
									Hours	Fee (\$\$\$)	
SOLIDS FACILITY IMPROVEMENTS PHASE I CONSTR	0	232	0	1,056	331	72	8	2	1,701	\$ 242,363	100.0%
A Construction Admin	0	151	0	168	283	56	8	0	666	\$ 94,519	39.0%
1 Pre-Construction Meeting		4		4	6				14	\$ 2,122	0.9%
2 Monthly Progress Meetings/Site visits (12 Mths)		72							72	\$ 15,840	6.5%
3 Conformed Drawings				2	2	8			12	\$ 1,226	0.5%
4 Additional Site visits (6 visits)		24							24	\$ 5,280	2.2%
5 Shop Drawings Review (70 Shop Drawings, 40 In-house)		20		80	180		8		288	\$ 36,780	15.2%
6 Respond to RFI's (25 RFIs)		13		50	25				88	\$ 12,525	5.2%
7 Coordinate Contract Mods (15 CMRs, 3 CO, 3 FO)		4		20	42	8			74	\$ 9,190	3.8%
8 Review Pay Estimates		6			12				18	\$ 2,700	1.1%
9 Attend Final Walkthrough		6							6	\$ 1,320	0.5%
10 Prepare Record Drawings		2		12	16	40			70	\$ 7,536	3.1%
B Resident Representation	0	0	0	832	0	0	0	0	832	\$ 114,816	47.4%
1 On-Site 2 days/wk for 12 Months				832					832	\$ 114,816	47.4%
C Post-Construction Phase	0	16	0	56	48	16	0	2	138	\$ 18,728	7.7%
1 O&M Manual Update		8		32	48	16		2	106	\$ 13,656	5.6%
2 Warranty Assistance - Office Consultation		4		20					24	\$ 3,640	1.5%
3 Warranty Walkthrough		4		4					8	\$ 1,432	0.6%
PM ADMINISTRATIVE/QC TASKS	0	65	0	0	0	0	0	0	65	\$ 14,300	5.9%
1 Quality Control (Design Phase)									0	\$ -	0.0%
3 Project Management		65							65	\$ 14,300	5.9%
TOTAL LABOR	0	232	0	1,056	331	72	8	2	1,701	\$ 242,363	100.0%
Total Labor Hours	0	232	0	1,056	331	72	8	2	1,701		
Total Labor Amount										\$ 242,363	100.0%
Total Amounts by Labor Category	\$ -	\$ 50,930	\$ -	\$ 145,728	\$ 38,065	\$ 6,480	\$ 640	\$ 520		\$ 242,363	
Labor Category Percent of Total Labor	0.0%	21.0%	0.0%	60.1%	15.7%	2.7%	0.3%	0.2%			100.0%
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										\$ 74,512	
Total Reimbursables									121,906	\$ 14,250	
Total Expenses										\$ 88,762	
GRAND TOTAL - SOLIDS FACILITY IMPROVEMENTS PHASE I CONSTRUCTION									\$ 331,125		
SUBCONSULTANT EXPENSES											
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)							
CA	Architect Consultant	\$ -	1.15	\$ -							
CC	Civil Engr Consultant	\$ -	1.15	\$ -							
CE	Electrical Consultant	\$ 48,793	1.15	\$ 56,112							
CG	Geotechnical Consultant	\$ 3,000	1.15	\$ 3,450							
CM	Mechanical (HVAC) Consultant	\$ 8,000	1.15	\$ 9,200							
CO	Other Consultant	\$ -	1.15	\$ -							
CS	Structural Consultant	\$ 5,000	1.15	\$ 5,750							
CY	Surveying Consultant		1.15	\$ -							
C1		\$ -	1.15	\$ -							
C2		\$ -	1.15	\$ -							
C3		\$ -	1.15	\$ -							
C4		\$ -	1.15	\$ -							
C5		\$ -	1.15	\$ -							
C6		\$ -	1.15	\$ -							
TOTAL SUBCONSULTANT EXPENSES		\$ 64,793		\$ 74,512							
REIMBURSABLE EXPENSES											
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)							
RA	Laboratory Analysis	\$ -	1.15	\$ -							
RC	Projectmates	\$ 2,000	1.15	\$ 2,300							
RH	Historical	\$ -	1.15	\$ -							
RI	In-House Reproduction	\$ 1,000	1.15	\$ 1,150							
RL	Long Distance Telephone	\$ -	1.15	\$ -							
RM	Employee Mileage	\$ 4,831	1.15	\$ 5,556							
RO	Other Expenses	\$ -	1.15	\$ -							
RP	Purchased Services	\$ -	1.15	\$ -							
RR	Reproduction	\$ 4,560	1.15	\$ 5,244							
RS	Shipping, Delivery, Postage	\$ -	1.15	\$ -							
RT	Travel, Meals, Lodging	\$ -	1.15	\$ -							
RU	Telecommunications	\$ -	1.00	\$ -							
R1		\$ -	1.15	\$ -							
R2		\$ -	1.15	\$ -							
TOTAL REIMBURSABLE EXPENSES		\$ 12,391		\$ 14,250							
F:\projects\0523\047-01\3-0 Administration\3-1 CONTRACT AGREEMENT\3-1-1 CONTRACTS\ConstructionContract\Preparation\PhaseI-SolidsFacilityImprovements_ConstructionProjectBudget_2015_jec.xls\Project 1											
09/12/16											

**ATTACHMENT A
ALAN PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2016**

Staff Description	Staff Code	2016 Rate
Admin Staff	A1-A3	\$ 80.00
Senior Admin Staff	A4	\$ 105.00
Designer/Technician	C1-C2	\$ 90.00
Senior Designer/Technician	C3-C4	\$ 115.00
Engineer-in-Training/Scientist-in-Training	ES1-ES3	\$ 115.00
Project Engineer/Scientist	ES4	\$ 138.00
Senior Project Engineer/Scientist	ES5	\$ 153.00
Project Manager	ES6	\$ 185.00
Senior Project Manager	ES7	\$ 220.00
Electrical Engineer	EE1	\$ 145.00
Senior Electrical Engineer	EE2	\$ 255.00
Structural Engineer	SE1	\$ 145.00
Senior Structural Engineer	SE2	\$ 220.00
Principal	ES8-ES9	\$ 270.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses

**CERTIFICATE OF LIABILITY INSURANCE**Attachment (MM/DD/YYYY)
08/25/2016

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

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

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant PHONE (A/C, No. Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS:														
INSURED Alan Plummer Associates, Inc. 1320 S. University Drive, #300 Fort Worth TX 76107	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Co of Am.</td> <td>25666</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Charter Oak Fire Insurance Co.	25615	INSURER C: XL Specialty Insurance Company	37885	INSURER D: Travelers Indemnity Co of Am.	25666	INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER: Cert ID 32667****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY	Y	Y	PACP1996L981	06/15/2016	06/15/2017	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
	☒ ValPapers-\$1,000,000						PERSONAL & ADV INJURY \$ 1,000,000
	☒ Contractual Liab.						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						\$
B	AUTOMOBILE LIABILITY	Y	Y	BA2003L924 No Owned Autos	06/15/2016	06/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						\$
A	☒ UMBRELLA LIAB	Y	Y	CUP6428Y427	06/15/2016	06/15/2017	EACH OCCURRENCE \$ 4,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 4,000,000
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability		Y	DPR9804732	05/09/2016	05/09/2017	Per Claim \$ 2,000,000
							Annual Aggregate \$ 2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. Thirty(30)day notice of cancellation in favor of certificate holder on all policies. Town of Flower Mound is named as an additional insured on the general, auto and umbrella liability coverages as required by contract. A waiver of subrogation is shown in favor of the additional insured on all policies as required by contract. RE: Construction Contract Preparation - Flower Mound WWP Solids Facility Improvements Phase I - APAI: 523-047-01

CERTIFICATE HOLDER**CANCELLATION**

Town of Flower Mound 2121 Cross Timbers Road Flower Mound TX 75028	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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**CERTIFICATE OF LIABILITY INSURANCE**Attachment
DATE (MM/DD/YYYY)
08/26/2016

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

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

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 E-MAIL ADDRESS: acecclientrequest@marsh.com FAX (A/C, No): 888-621-3173														
INSURED Alan Plummer Assoc., Inc. 1320 South University Drive Fort Worth, TX 76107	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Twin City Fire Insurance Company</td><td>29459</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Twin City Fire Insurance Company	29459	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			84WBGCB6868	01/01/2016	01/01/2017	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Re: Construction Contract Preparation - Flower Mound WWP Solids Facility Improvements Phase I APAI: 523-047-01
30 days notice of cancellation will be given to cert holder per policy endorsement.**CERTIFICATE HOLDER**Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: October 3, 2016

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

ITEM: Consider approval of a Permit to Operate and Maintain Facilities within Trinity River Authority of Texas (TRA) Easement, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Trinity River Authority of Texas (TRA) provides a Denton Creek Regional Wastewater System, of which the Town of Flower Mound provides the Town's Denton Creek Area Wastewater flows to. Many of these TRA sanitary sewer system lines are located in easements throughout the Denton Creek Area. The Town's infrastructure, including sanitary sewer lines, storm drain lines, water lines and pavement are being constructed at locations that cross these TRA easements. This agreement provides for the terms and conditions for maintaining, operating, inspecting, repairing, replacing and patrolling infrastructure that crosses these easements.

FISCAL IMPACT: N/A

LEGAL REVIEW: George Staples, of Taylor, Olson, Adkins, Sralla and Elam, has reviewed the permit agreement as to form and legality.

ATTACHMENTS:

1. Permit to Operate and Maintain Facilities within TRA Easement

RECOMMENDATION: Move to approve the Permit to Operate and Maintain Facilities within Trinity River Authority of Texas (TRA) Easement, and authorize the Mayor to execute same on behalf of the Town.

**Denton Creek Regional Wastewater System
Denton Creek Wastewater Transportation Project, Segment B Interceptor
N. R. No. D160505
Permit No. 1087**

**PERMIT TO OPERATE AND MAINTAIN FACILITIES
WITHIN TRINITY RIVER AUTHORITY OF TEXAS EASEMENT**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DENTON

§

THAT the TRINITY RIVER AUTHORITY OF TEXAS (AUTHORITY), a conservation and reclamation district created by and functioning under its enabling legislation and general law, with its principal office at 5300 South Collins, Arlington, Tarrant County, Texas 76018; for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to AUTHORITY in hand paid by TOWN OF FLOWER MOUND, TEXAS (PERMITTEE), whose address is 2121 Cross Timbers Road, Flower Mound, Texas 76247, the receipt of which by AUTHORITY is hereby acknowledged, has given and does by these presents give PERMITTEE a permit subject to performance of the obligations herein to enter upon and to maintain, operate, inspect, patrol, repair, replace and remove a 12" PVC Water Line (Facilities), crossing the AUTHORITY'S Denton Creek Wastewater Transportation Project, Segment B Interceptor, at approximate station 25+25.74, with all necessary appurtenances thereto, over, across, under and through that certain land described and located in Denton County, Texas as described and depicted in Exhibits A through D, attached hereto and made a part hereof. This Permit is limited to the AUTHORITY'S easement rights in the subject property and the AUTHORITY does not warrant title thereto.

1. The Facilities operated and maintained by the PERMITTEE pursuant to this Permit shall conform to construction plans entitled Trailwood 12" Offsite Waterline in the B. Wheeler Survey, Abstract No. 1605, Town of Flower Mound, Denton County, Texas, as prepared by G & A Consultants, LLC and sealed by R. Von Beougher, P.E. No. 69087, and dated February 11, 2016. In the event that the above-referenced construction plans conflict with any statute or rule, then such statutes or rules shall be controlling.

2. PERMITTEE will exercise extreme diligence while working in the area of AUTHORITY'S pipeline, facilities and easements (all referenced herein as Property). In the event AUTHORITY'S Property becomes damaged, fractured, eroded or broken as a result of PERMITTEE'S activities, PERMITTEE shall coordinate expeditious repair with AUTHORITY immediately thereafter, at PERMITTEE'S sole cost.

3. Any erosion within AUTHORITY'S easement which is caused by PERMITTEE'S Facilities and operations shall be immediately repaired by PERMITTEE at the sole expense of PERMITTEE.

4. AUTHORITY retains all rights granted in the relevant conveyance to the AUTHORITY including, but not limited to, access, the right to perform inspection, maintenance and repair of

AUTHORITY'S pipelines and/or facilities and the right to construct, operate and maintain future pipelines and/or facilities.

5. Any trenching activities across AUTHORITY'S pipeline shall be supervised by an individual qualified and knowledgeable in the areas of soil analysis, trenching procedures and all federal, state and local trenching regulations.

6. The AUTHORITY'S pipeline shall remain adequately supported at all times during PERMITTEE'S open trench activities.

7. Subsequent permanent facilities and/or structures shall not be permitted within the AUTHORITY'S existing permanent easement boundaries without AUTHORITY'S prior written consent.

8. PERMITTEE shall not plant trees and/or shrubs within the AUTHORITY'S existing permanent easement areas without first obtaining written authorization from the AUTHORITY. PERMITTEE further agrees that if future repair and/or maintenance to AUTHORITY'S facilities require the removal of said trees, PERMITTEE shall be solely responsible for all costs related to the removal, replacement and/or replanting of said trees.

9. Damage to, or a situation which might damage, the integrity of AUTHORITY'S Property caused by PERMITTEE'S operations and maintenance activities shall be immediately repaired or corrected at the sole expense of PERMITTEE.

10. PERMITTEE agrees that its facilities shall be maintained free of defects, in a reasonable and prudent manner so as not to cause or let exist conditions which might pose an unreasonable risk of damage or pollution to AUTHORITY or AUTHORITY'S Property.

11. PERMITTEE agrees that in the course of operation and maintenance of the Facilities, if it becomes necessary to replace or relocate the Facilities, AUTHORITY approval shall be required prior to said replacement or relocation of the Facilities.

12. Upon completion of installation of the Facilities and subsequent initiation of operation and maintenance responsibilities, PERMITTEE will notify AUTHORITY of the date the installation was completed. If the Facilities are not installed within two years from the date hereof, this Permit shall terminate and all rights of PERMITTEE granted herein shall be null and void. Additionally, if PERMITTEE ceases to use the Facilities for 12 consecutive months, then all rights of PERMITTEE hereunder shall terminate, and all rights of PERMITTEE granted herein shall be null and void.

13. In the event that the AUTHORITY, at its sole discretion, deems it necessary at any time in the future to repair, replace, remove and/or relocate its existing pipeline facilities and/or construct new additional pipeline facilities within AUTHORITY'S existing easement(s) located on the property, or it is deemed necessary by the AUTHORITY for any reason, PERMITTEE, PERMITTEE'S successors and assigns, shall remove PERMITTEE'S Facilities at PERMITTEE'S sole expense within 30 days after receiving a written notice from the AUTHORITY. If PERMITTEE does not remove PERMITTEE'S Facilities within said thirty days or if AUTHORITY must perform emergency repairs to its facilities, AUTHORITY shall have the right to immediately enter PERMITTEE'S property and remove PERMITTEE'S Facilities at any time, and PERMITTEE shall be solely responsible for all costs related to said removal and for all costs and efforts in replacing PERMITTEE'S Facilities.

14. It is mutually agreed by the parties to this Permit that insofar as the rights and work contemplated under this Permit are performed by a party to this Permit within the jurisdiction of another party to this Permit and to that extent only, the aforesaid parties hereby mutually agree that each party will be responsible for its own negligent acts or omissions which cause damage to property (real or personal) or persons arising directly or indirectly from the performance of the work and rights provided for under this Permit. This paragraph shall not be construed to waive a party's immunity under Texas law. This paragraph is for the sole benefit of the parties to this Permit, and shall not be construed as conferring rights or benefits, contractual or otherwise, upon other persons or entities.
15. PERMITTEE agrees to obtain and maintain any and all permits and licenses from the State of Texas, the United States of America, or an agency or instrumentality thereof, or from another governmental authority necessary or proper for the performance of PERMITTEE hereunder. Furthermore, PERMITTEE agrees to comply with all laws, federal, state and municipal, of every type and kind affecting the Facilities.
16. PERMITTEE'S use of the AUTHORITY'S easement shall not hinder, conflict or interfere with the exercise of AUTHORITY'S rights.
17. In the event that PERMITTEE'S operation and maintenance plans and activities conflict with the rules and regulations of either the Texas Department of Health or the Texas Commission on Environmental Quality, then said rules and regulations shall be controlling.
18. The rights and privileges herein granted shall be binding upon and inure to the benefit of AUTHORITY and PERMITTEE, respectively, and to their respective successors and assigns. PERMITTEE shall not assign its rights hereunder without obtaining the prior written consent of AUTHORITY to such assignments.
19. This Permit shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas. In the event that any legal proceeding is brought to enforce this Permit, or for breach of this Permit, the same shall be brought in Tarrant County, Texas.
20. It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument.
21. PERMITTEE shall clean up and remove all trash and debris, repair and replace fences and repair other damages caused by said operation and maintenance.
22. AUTHORITY acknowledges that the consideration paid by PERMITTEE is full and final payment for all rights granted herein.
23. It is further understood and agreed that this Permit is offered and accepted without covenants or warranties of any kind by AUTHORITY, either express or implied, including warranty of title.
24. The representatives of AUTHORITY and PERMITTEE who have executed this Permit represent and warrant that they have full power and authority to execute and deliver this Permit and to bind the AUTHORITY and PERMITTEE to their respective obligations hereunder.
(Signatures to Appear on Following Page)

ACCEPTED, APPROVED AND EXECUTED IN DUPLICATE ORIGINAL this

_____ day of _____, 2016.

TOWN OF FLOWER MOUND, TEXAS

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

BY: _____
J. KEVIN WARD, General Manager

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared

(Name and Title)

of **TOWN OF FLOWER MOUND, TEXAS**, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated therein and as the act and deed of said corporation.

Given under my hand and seal of office on this ____ day of _____, 2016.

Notary Public, State of Texas

THE STATE OF TEXAS

§

COUNTY OF TARRANT

§

Before me, the undersigned authority, on this day personally appeared **J. KEVIN WARD, General Manager, TRINITY RIVER AUTHORITY OF TEXAS**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said agency.

Given under my hand and seal of office on this _____ day of _____, 2016.

Notary Public, State of Texas

EXHIBIT "A"

Page 1 of 4

PERMIT REQUEST FORM
TRINITY RIVER AUTHORITY OF TEXAS
NORTHERN REGION PROJECTS

FOR TRA USE ONLY:

NORTHERN REGION NUMBER: _____
 PERMIT TO CONSTRUCT, OPERATE AND MAINTAIN NUMBER: _____
 PERMIT TO CONSTRUCT NUMBER: _____
 PERMIT TO OPERATE AND MAINTAIN NUMBER: _____

I. LICENSEE INFORMATION**A. ISSUE PERMIT FOR (CHECK ONE)**

- ☒ (1) CONSTRUCTION TO:
☐ (2) CONSTRUCTION, OPERATION AND MAINTENANCE TO:

Trailwood Investments, LP

NAME

218 West Wall Street

STREET

Grapevine

CITY

Tarrant

COUNTY

TX

STATE

ZIP CODE

TELEPHONE CONTACT: Bob Betancur (817) 873-0520
 NAME AND TELEPHONE NUMBER

B. ISSUE PERMIT FOR OPERATION AND MAINTENANCE TO:
 (ONLY IF ITEM 1 IS CHECKED ABOVE)

Town of Flower Mound

NAME

2121 Cross Timbers Road

STREET

Flower Mound

CITY

Denton

COUNTY

TX

STATE

75028

ZIP CODE

TELEPHONE CONTACT: _____
 NAME AND TELEPHONE NUMBER

C. AUTHORIZED ENGINEERING OR ARCHITECTURAL FIRM:G+A Consultants, LLC

FIRM NAME

Matthew G. St. Marie (940) 240-1012

CONTACT NAME

TELEPHONE NUMBER

(940) 240-1028

FAX NUMBER

144 Old Town Blvd North, Suite 2

STREET

Argyle

CITY

TX

STATE

76226

ZIP CODE

PERMIT REQUEST FORM
Trinity River Authority of Texas
Northern Region Projects

D. LICENSEE'S PROJECT NAME:

Trailwood 12" offsite Waterline

SUBMITTED BY: G.A. Consultants, LLC

DATE: _____ TELEPHONE NUMBER: (940) 240-1012

RETURN TO: Matthew G. St. Marie

DATE OF PLANS: 2/11/16 PROPOSED PROJECT START DATE: Winter 2015

II. LOCATION OF PROPOSED PROJECT

NOTE: DETAILS CONCERNING TRA PIPELINES ARE AVAILABLE FROM THE INDIVIDUAL TRA PROJECT BUT SHOULD BE FIELD VERIFIED PRIOR TO SUBMITTAL.

PROJECT: (CHECK ONE)

- ☐ Central Regional Wastewater System - CRWS
☐ Ten Mile Creek Regional Wastewater System - TMCRRWS
☐ Tarrant County Water Supply Project - TCWSP
☐ Red Oak Creek Regional Wastewater System - ROCRRWS
☒ Denton Creek Regional Wastewater System - DCRWS
☐ Mountain Creek Regional Wastewater System - MCRWS

TRA PIPELINE: Graham Branch System Segment 'B'

III. PROPOSED MODIFICATION

A. UTILITY CROSSING:

SIZE (IN.)	TYPE	CLEARANCE (FT.) ¹	TRA FACILITY ²	TRA STATION # ³
<u>12</u>	<u>PVC Water</u>	<u>3.4'</u>	<u>Wastewater</u>	<u>25+25.74</u>

PERMIT REQUEST FORM
Trinity River Authority of Texas
Northern Region Projects

B. PAVEMENTS:

STREET NAME, DRIVEWAY, SIDEWALK, TRAIL, PATH, ETC.	CLEARANCE (FT.) ¹	TRA FACILITY ²	TRA STATION # ³

C. FILL:

MAXIMUM AMOUNT OF FILL (FT.)	FINAL ELEV. (FT) (MEAN SEA LEVEL) ¹	TRA FACILITY ²	TRA STATION # ³

D. EXCAVATION:

MAXIMUM AMOUNT OF FILL (FT.)	FINAL ELEV. (FT) (MEAN SEA LEVEL) ¹	TRA FACILITY ²	TRA STATION # ³

PERMIT REQUEST FORM
Trinity River Authority of Texas
Northern Region Projects

E. MANHOLE ADJUSTMENT:

HEIGHT ADJUSTED (FT.)	FINAL ELEV. (FT) (MEAN SEA LEVEL) ¹	TRA FACILITY ²	TRA STATION # ³

F. MISCELLANEOUS:

	TRA FACILITY ²	TRA STATION # ³

IV. ATTACHMENTS

- ☒ PLANS AND PROFILES
☐ LOCATION MAPS
☐ DEEDS to the affected property (as recorded in County Deed Records)

NOTE: PLEASE SEE ATTACHED GENERAL INFORMATION SHEET FOR TRA PROJECT ADDRESSES FOR SUBMITTAL OF COMPLETED FORM.

TRA USE ONLY

PROJECT FILE NUMBER

D160505

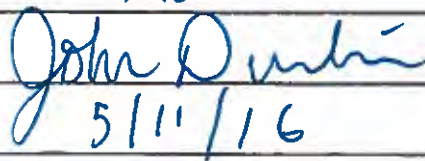
REVIEWED BY PROJECT STAFF



DATE OF REVIEW

5/11/16

APPROVED BY



DATE OF APPROVAL

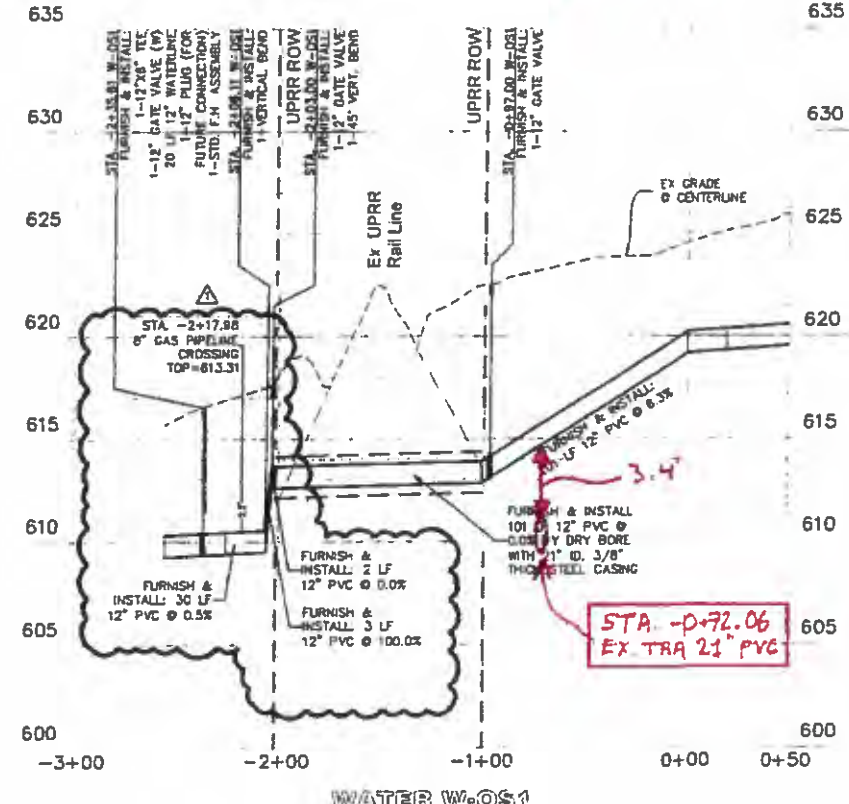
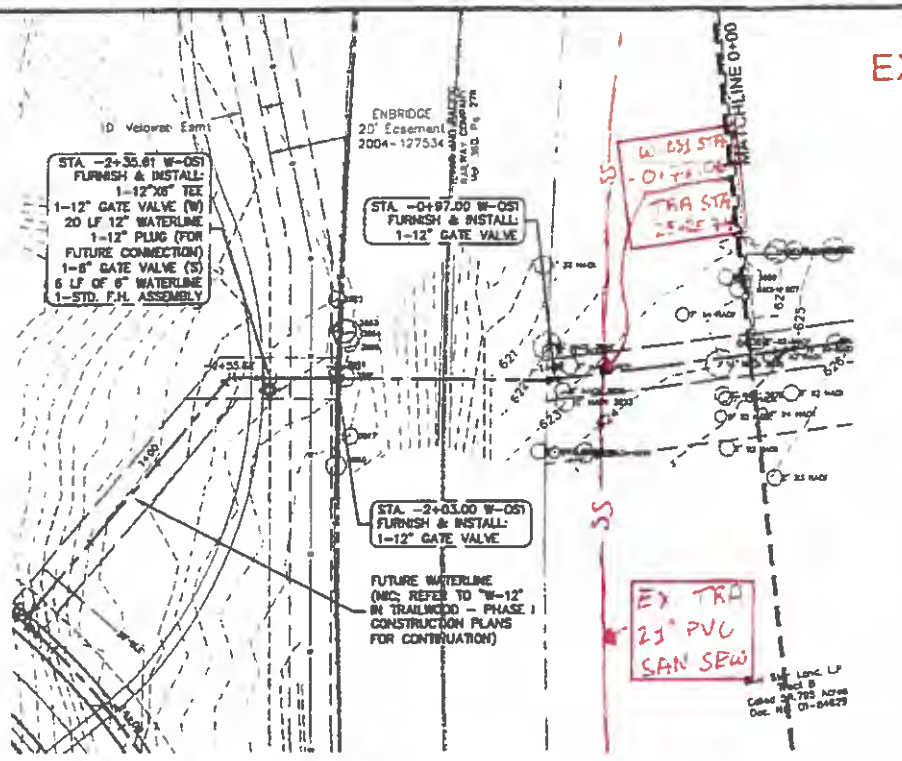
5/11/16

¹ The number of feet between the proposed modification and TRA'S facility. The clearance should indicate if the modifications are to be above, below or next to TRA's facility.

² Pertains to wastewater interceptors, water pipelines, meter stations, lift stations, etc. TRA facility plans may be obtained from the appropriate Project.

³ TRA station numbers can be obtained from the appropriate Project as-built construction plans and must be included on the Permit Request Form.

EXHIBIT "B"



SCALE: 1"=40'

BM (1) - ALUM TIDOT MONUMENT LOCATED AT THE SOUTH WEST CORNER OF THE INTERSECTION OF FM 1171 AND HWY 377 (NORTH SIDE OF CUP) ELEV 618.37

BM (2) - TIDOT MONUMENT 180 LOCATED ON THE SOUTH SIDE OF FM 1171 AT EASTERN LINE OF R.R. R.O.W. ELEV 629.55

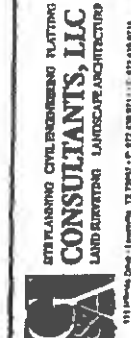
- GENERAL NOTES
1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
 2. TREES SHOWN HEREON ARE MINIMUM 6" DIAMETER AND ARE FOR INFORMATIONAL PURPOSES. ADDITIONAL NON-SUBSTANTIAL TREES MAY BE PRESENT ALONG WATERLINE ROUTE. CONTRACTOR TO VERIFY PROPOSED ROUTE PRIOR TO CONSTRUCTION.

- UTILITY NOTES
1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
 2. ALL T.C.E.C. SEPARATION REQUIREMENTS MUST BE MET.
 3. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION.
 4. ALL WATER MAINS SHALL HAVE MINIMUM COVER OF 48 INCHES PER TOWN STANDARDS.
 5. ALL UTILITY SLEEVES MUST BE INSTALLED BEFORE PAVING CAN BEGIN.
 6. ALL WATER METER BOXES SHALL BE LOCATED IN R.O.W.
 7. FIRE HYDRANT ASSEMBLY INCLUDES 6" LEAD WITH 90° BENT PER TOWN STANDARD CONSTRUCTION DETAILS.
 8. ALL SANITARY SEWER SERVICES END WITH A CLEANOUT AT THE PROPERTY LINE.
 9. STORM CONSTRUCTION WILL INCLUDE FURNISHING AND INSTALLING THE MATERIALS AND ALL STORM DRAIN PIPES, BOXES, INLETS, APPURTENANCE, INCLUDING EXCAVATION, EMBEDEDMENT AND BACKFILL AS SHOWN ON THESE PLANS.

AS-BUILT RECORD DRAWING

THE INFORMATION ON THESE PLANS HAS BEEN REVIEWED TO REFLECT CHANGES TO PUBLIC IMPROVEMENTS MADE DURING CONSTRUCTION PROVIDED TO ENGINEER BY THE CONTRACTOR. UNLESS OTHERWISE NOTED, THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS IS IN GENERAL CONFORMANCE WITH BEST PRACTICES BASED UPON INFORMATION PROVIDED BY THE CONTRACTOR. THE RESPONSIBILITY FOR ACCURACY AND COMPLETION OF THESE PLANS IS TO THE CONTRACTOR.

[Signature]
G & A Consultants, LLC
Date: 2/11/2016



TRAILWOOD 12" OFFSITE WATERLINE

IN THE
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

12" WATERLINE PLAN & PROFILE



G&A CONSULTANTS, LLC
TYPE P-2000

Drawn By	W. M. M. M.
Check By	W. M. M. M.
Design By	W. M. M. M.
Reviewed By	W. M. M. M.
Approved By	W. M. M. M.
Stamp	W. M. M. M.

14088A

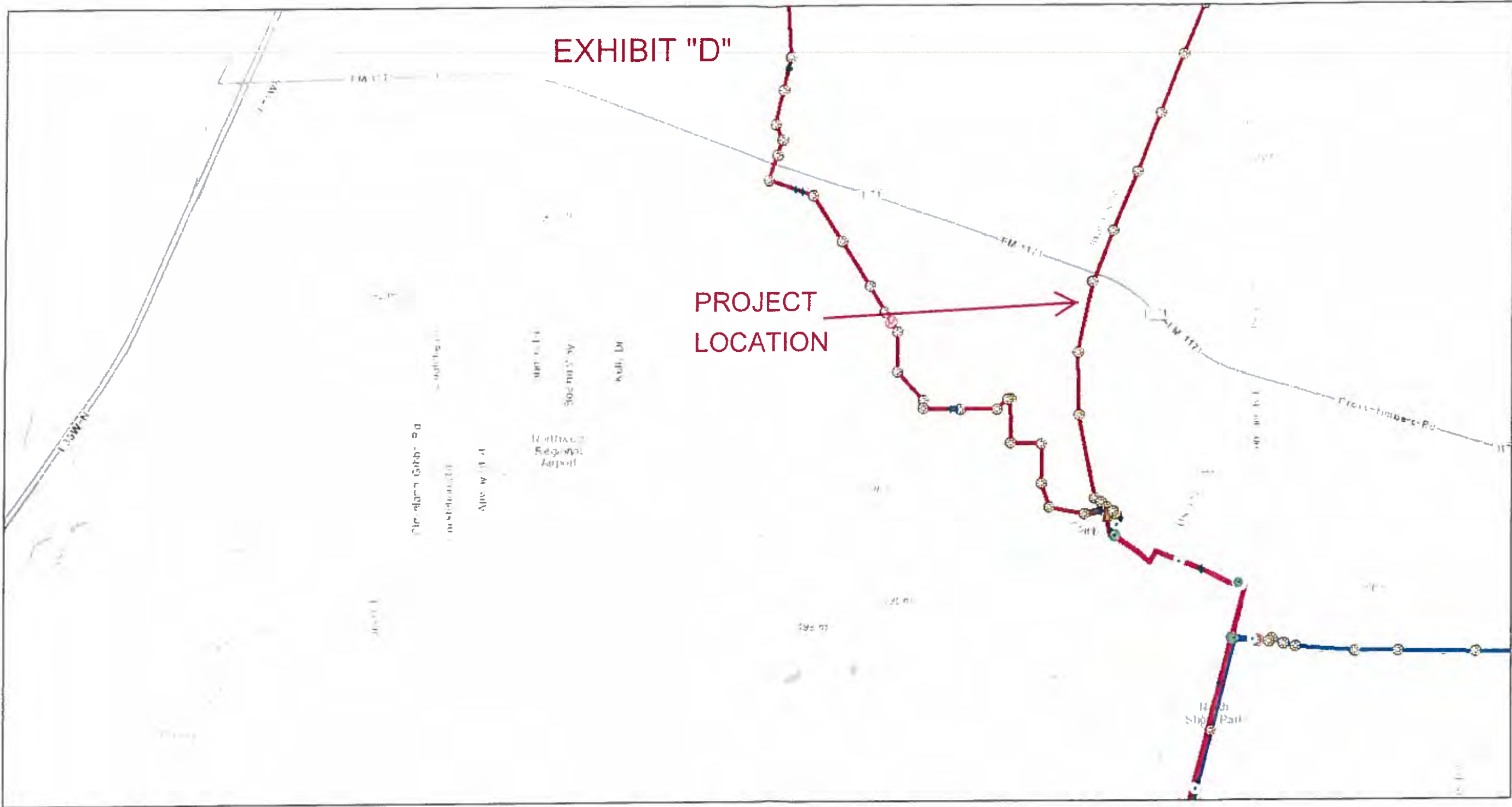
C6

FIELD CHANGE
ADJUSTMENT OF 12" WATERLINE PROFILE TO ACCOUNT
FOR SURVEY VERIFIED GAS PIPELINE CROSSING ELEVATION

OWNER/DEVELOPER
TRAILWOOD INVESTMENTS, LP
210 WEST WALL STREET
GRANEFINE, TX 76041
Ph: (817) 874-0820
Contact: Robert Bedouher

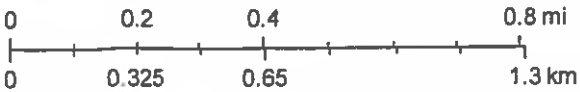


12" Waterline Crossing



May 9, 2016

1:17,353



Sources Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: October 3, 2016

FROM: Clay Riggs, PE, CFM, Senior Project Engineer

ITEM: Consider approval of Design Amendment No. 1 to the Professional Services Agreement with Criado and Associates, Inc., to provide additional design services, for the Yucca Drive and Woodbine Street Reconstruction project for an increase of \$25,036.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Yucca Drive and Woodbine Street Reconstruction project includes the preparation of design plans, specifications, cost estimate data, and bid book (contract documents) for construction of the above roadway sections. This amendment provides additional design services for design plans, specifications, cost estimate data, and bid book (contract documents) for the replacement of approximately 2,000 linear feet of sanitary sewer along Woodbine Street, to include the Woodbine Street Sewer Line project. Amendment No.1 will increase the current contract value of \$181,249.00 by \$25,036.00, for new contract value of \$206,285.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$25,036.00

Proposed Expenditure:	Account Number(s):
\$25,036.00	630-970-78054

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

LEGAL REVIEW: The Town's standard amendment to 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 Amendment to Professional Services Agreement.

ATTACHMENTS:

1. First Amendment to Professional Services Agreement

RECOMMENDATION: Consider approval of Design Amendment No. 1 to the Professional Services Agreement with Criado and Associates, Inc., to provide professional engineering services, for the Yucca Drive and Woodbine Street Reconstruction project for an increase of \$25,036.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
CRIADO AND ASSOCIATES, INC.**

This First Amendment to Professional Services Agreement ("First Amendment") is entered into on this _____ day of _____, 2016, 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 **CRIADO AND ASSOCIATES, INC.**, ("hereinafter referred to as "Consultant") regarding the following project:

YUCCA AND WOODBINE RECONSTRUCTION

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the Yucca and Woodbine Reconstruction project ("Services") on or about the 20th day of June, 2016 (the "Contract"); and

WHEREAS, Town and Consultant both desire to amend the Contract and Consultant is willing to undertake the performance of such additional services and agrees to the increased cost for such services as expressed herein;

II. TERMS OF AMENDMENT

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:

A.

Recitals Incorporated

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this First Amendment, and made a part hereof by reference just as though they are set out in their entirety.

B.

Amendment of Paragraph No. II

From and after the approval of this First Amendment, Section II of the Contract, entitled "Scope of Services" is hereby deleted in its entirety and replaced with a new Paragraph No. II to read as follows:

"CONSULTANT shall perform such professional engineering services, not necessarily limited to, the tasks enumerated more fully in Attachment "A-1" entitled "Scope of

Services”, as are necessary to complete the Yucca and Woodbine Reconstruction project (hereafter referred to collectively as the “Project”). Attachment “A-1” 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-1” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

C.

Amendment of Paragraph No. III

From and after the approval of this First Amendment, Section III of the Contract entitled “Payment for Services” is amended in part by deleting the first paragraph of said Section III and replacing it with a new paragraph reading as follows and leaving all other provisions of Section III intact and unchanged:

“Total payment for services described herein for the Services for the Project shall be a sum not to exceed _Two Hundred Six Thousand Two Hundred Eighty-Five Dollars and XX/100 (\$206,285.00) as specified in Attachment “B-1”.”

D.

Revisions of the Scope of Services

From and after the approval of this First Amendment, Attachment “A”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “A-1” to the Contract. In case of conflict in the language of Attachment “A-1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and shall be final and binding upon both parties hereto.

From and after the approval of this First Amendment, Attachment “B”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “B-1” to the Contract. In case of conflict in the language of Attachment “B-1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and be final and binding upon both parties hereto.

E.

Contract Controls

All other provisions of the Contract remain in full force and effect. In the event of a conflict or an inconsistency between the Contract and/or the First Amendment, the terms of the First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

**THE TOWN OF FLOWER MOUND,
TEXAS**

By: _____
The Honorable Thomas E. Hayden
Mayor, Town of Flower Mound

Date Signed: _____

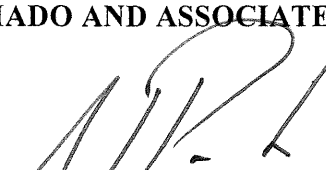
Attest:

Town Secretary

Approved:

Town Attorney

CRIADO AND ASSOCIATES, INC.

By: 

Name

JAMES D. PRUITT

Title

SR VICE PRESIDENTDate Signed: SEPT 14, 2016

State of Texas

§

§

County of Denton

§

This instrument was acknowledged before me on the 14th day of September, 2016, by JAMES PRUITT, in his capacity as Sr. Vice President of **Criado and Associates**, 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 **Criado and Associates, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF September, 2016.


Notary Public, State of Texas

My Commission Expires:

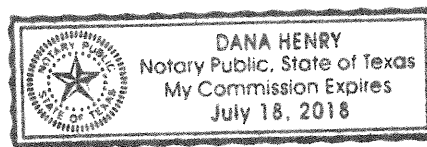
7/18/18

EXHIBIT A-1
SCOPE OF SERVICES

YUCCA DRIVE AND WOODBINE STREET
TOWN OF FLOWER MOUND, TEXAS

0.0 GENERAL

0.1 Project Description

The services to be provided for this project include the preliminary and final design, development of construction plans, specifications, and estimates for the reconstruction of Yucca Drive extending from Sagebrush Drive to approximately 700 feet south of FM 1171 and Woodbine Street from Timber Creek Road to Bluestem Street (Approximately 2,000 lf) in the Town of Flower Mound, Denton County, Texas.

All work will be performed within the existing right of way. Plans will be prepared using conventional ground topographic surveying tied to the Town of Flower Mound Geodetic Control Network to produce 1"= 20' scale construction documents.

0.2 Project Phasing

This project shall be divided into five phases:

- Schematic Design Phase
- Preliminary Design Phase
- Final Design Phase
- Bid Phase Services
- Construction Phase Services

0.3 Design Standards

Design and preparation of construction drawings and technical specifications required for the project shall be in accordance with the following standards.

- a. Town of Flower Mound Design Standards
- b. NCTCOG Construction Specifications and Details
- c. AASHTO Design Criteria
- d. TDLR Architectural Barriers Act / Texas Accessibility Standards
- e. TxDOT Design and Construction Standards

1.0 SCHEMATIC DESIGN

1.1 Data Collection

Obtain and review available reports, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other features within the project area from the Town of Flower Mound. Contact private utilities along the project for information on existing and proposed

facilities.

1.2 Topographic Survey for Design

Obtain topographic survey data within the limits of the right-of-way of Yucca Drive and Woodbine Street including visible utility appurtenances and utility manhole flowlines. The topographic survey will include capturing all trees and visible improvements along the alignment necessary for design. The survey will include the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, and establishing control points.

1.3 Design Meeting

Meet with the Town of Flower Mound staff to review and discuss the primary design criteria, operational concerns, traffic information and other preliminary data. Prepare a record of the preliminary design meeting and distribute it to all attendees.

1.4 Schematic Design

- a. Establish roadway alignment and right-of-way limits.
- b. Determine geometry of proposed roadway improvements and other paving improvements.
- c. Perform preliminary drainage analysis.
- d. Determine if any additional easements and/or right-of-way are necessary for drainage or paving considerations.
- e. Perform preliminary construction sequencing and traffic control design.
- f. Contract with local Geotechnical Engineering Firm to begin geotechnical engineering and soil borings for concrete pavement and retaining wall design recommendations.

1.5 Schematic Submittal

Submit three sets of schematic plans to the Town for review.

1.6 Town Review Meeting

Meet with the Town of Flower Mound to discuss schematic plans, preliminary drainage design, construction phasing, traffic control and utility design.

1.7 Public Meeting

Attend public meeting to be organized by the Town of Flower Mound if required.

2.0 PRELIMINARY DESIGN

2.1 Address Town Comments

Revise schematic plans incorporating comments from the Town of Flower Mound.

2.2 Preliminary Design

- a. Work with affected utilities such as water, gas, telephone, cable TV, and electric to obtain accurate information for horizontal and vertical data for their facilities.
- b. Distribute the plans to local utility companies to obtain information regarding impacts to their facilities.
- c. Review existing storm sewer box culvert hydraulics and identify capacity (Woodbine).
- d. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Quantity sheet.
 - General notes sheet.
 - Typical sections and detail sheets.
 - Demolition plan sheets. Scale 1" = 20'.
 - Construction phasing and temporary traffic control sheets. Scale 1"= 40'.
 - Paving plan & profile sheets for street improvements. Scale 1"= 20' vertical and 1"= 2' horizontal.
 - Retaining Wall Layout sheets (as required). Scale 1"= 20'.
 - Final signage and striping plan sheets. Scale 1"= 20'.
 - Erosion control plan sheets. Scale 1"=40'.
 - Plan & profile sheets for wastewater improvements. Scale 1"= 20' (Woodbine).

2.3 Preliminary Cost Estimate

Prepare a preliminary estimate of construction quantities and develop preliminary statement of probable construction cost.

2.4 Construction Specifications

Prepare outline of required construction specifications.

2.5 Preliminary Submittal

Submit three (3) sets of preliminary plans, outline of specifications, and preliminary estimates to the Town for review.

2.6 Town Review Meeting

Meet with the Town of Flower Mound to discuss preliminary plans, outline of specifications, estimates, and drainage requirements.

3.0 FINAL DESIGN

3.1 Address Town Comments

Revise preliminary plans incorporating comments from the Town of Flower Mound.

3.2 Franchise Utility Coordination

Incorporate comments from the utility companies.

3.3 Right of Way Parcel / Easement Preparation – Not in Contract

3.4 Prepare Final Plans

Prepare final plans for the proposed improvements, including paving plans, details, notes and related information required for bidding.

3.5 Final Construction Cost Estimate

Prepare a final estimate of construction quantities and develop final statement of probable construction cost.

3.6 Construction Specifications

Finalize the technical special provisions. Prepare additional technical specifications, if necessary, for the proposed improvements to supplement the North Central Texas Council of Governments Specifications for Public Works Construction, Town of Flower Mound standards, and other applicable standard specifications.

3.7 Contract Bid Documents

Assist the Town in preparing final bid documents using existing Town of Flower Mound standard documents as directed by the Town staff. Bid documents shall include bid proposal forms, construction plans, specifications, and other documents required by the Town of Flower Mound.

3.8 Review Submittals and Meetings

Provide 60% and 95% plan submittals (3 sets each submittal) and meet with the Town of Flower Mound staff during final design to review progress, discuss design issues, obtain additional design information, review plans and specifications, and coordinate final details. Prepare a record of all review meetings and distribute it to attendees.

3.9 Final Review Submittal

Submit three sets of prints, contract documents, and bid proposal forms prepared by the Engineer to the Town of Flower Mound.

4.0 BID PHASE SERVICES

4.1 Advertising and Pre-bid Meeting

Assist Town staff in advertising for bids.

4.2 Plan Distribution

Furnish plans and specifications for bidding. Cost for these to be repaid by non-refundable deposit from plan holders

4.3 Addenda

Prepare and distribute addendum required to modify the requirements of the project during bidding, respond to requests for clarification, and issue instructions to bidders as directed by the Town of Flower Mound.

4.4 Receive Bids

Assist the Town of Flower Mound in receiving and opening bids for construction of the project.

4.5 Bid Tabulation – Not in Contract

Prepare a tabulation of bids for the project and verify the bid amounts. Evaluate the lowest and second lowest bidder, including obtaining information on past work history and physical resources.

4.6 Recommendation for Award

Prepare a recommendation for award of contract or other action and notify bidders of the action taken by the Town of Flower Mound.

4.7 Prepare Final Specifications

A final specification and contract book will be prepared incorporating the contractors executed contract documents and unit bid prices.

5.0 CONTRACT ADMINISTRATION

5.1 Pre-construction Meeting

Attend the pre-construction meeting with the selected contractor, prepare a record of the meeting, and distribute it to all attendees. Provide 3 sets of full size and 3 sets of half size plans and 3 sets of the specifications to the Town of Flower Mound for construction.

5.2 Site Visits – Not in Contract

5.3 Shop Drawing Review

Review shop drawings, submittals, substitutions and other documents provided by the contractor to determine compliance with the contract requirements and design intent. Prepare responses and comments on each submittal and transmit copies to the contractor and Town staff.

Maintain a record of submittals and responses. Routine shop drawings and submittals generally will be reviewed and returned within seven working days after receipt.

5.4 Request for Information

Respond to Request for Information received from the Contractor.

5.5 Final Inspection – Not in Contract

Assist the Town of Flower Mound in conducting a final inspection of the completed construction. Prepare a record of observations and items requiring correction by the contractor prior to final payment.

5.6 Prepare Record Drawings

Utilizing Contractor construction record information, prepare one set of black line 22"x 34" drawings (with "record drawing" stamp) and CD ROM disk containing scanned images of the 22" x 34" final "record drawing" black-line drawings. The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-specking, de-shading, de-skewing, etc). Each file shall be named in numeric order.

6.0 ADDITIONAL SERVICES

6.1 Texas Department of Licensing and Regulation (TDLR) Submittal.

Submit final plans and specifications to TDLR for all pedestrian improvements in excess of \$50,000.

7.0 EXCLUSIONS

The intent of the scope is to include only the services specifically listed above and none others. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:

- Computer modeling and routing of wastewater flows.
- Title searches.
- Fees for permits and advertising.
- Traffic engineering report or studies.
- Floodplain reclamation plans.
- Full time inspection.

- Designs for trench safety.
- Retaining walls, etc., not included in proposal.
- Revisions to plans as a result of revisions after completion of original final design (unless to correct error on plans).
- Consulting services by others not included in proposal.
- Quality control and testing services during construction.
- Prints furnished after acceptance of the required sets for construction in accordance with this Agreement.
- Environmental Services / Archeological Research.
- Prepare to serve or serve as an expert witness on behalf of the Town in connection with any public hearings or legal proceedings.
- Water and sanitary sewer system improvements in Yucca Drive.
- Water system improvements in Woodbine.
- Review monthly requests for payment from the contractor and prepare a recommendation for action by the Town of Flower Mound.
- Review the contractor's monthly progress reports and provide review comments to the Town of Flower Mound.
- Final TDLR call for inspection of constructed improvements. Associated TDLR inspection fees have been included in the fee schedule.
- This project includes the design of on-site facilities only. Design of any off-site road, utility or drainage facility extensions which may be required to serve the project is not included in the engineer's scope
- Street lighting and electrical design and layout.
- Landscape and Irrigation Design.
- TV Inspection of existing wastewater system.
- Subsurface Utility Engineering Quality Level (QL) A and B.
- Right-of -Way Determination or Acquisition Services.

- Environmental site assessments.
- Wastewater capacity analysis or flow study.

EXHIBIT B-1

TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET

Town of Flower Mound

YUCCA DRIVE

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2 MAN FIELD PARTY	ADMIN / CLERICAL	TOTAL MAN-HOURS	REIMBURSABLES			SUB CONSULTS	TOTAL COST FOR TASK (INCL MULTS)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV, TRAVEL & MISC		
TASK 1 - PRELIMINARY DESIGN ASSESSMENT														
1.1 PRELIMINARY DESIGN ASSESSMENT	2	4	8						14	\$548	\$25	\$44		\$1,682.31
SUBTOTAL HOURS/COSTS	2	4	8						14	\$548	\$25	\$44		\$1,682
TASK 2 - RIGHT-OF-WAY SURVEY - NIC														
2.1 FIELD WORK FOR ROW PARCEL														
2.2 ROW PARCEL METES AND BOUNDS - 5 PARCELS														
2.3 EASEMENT PARCEL METES AND BOUNDS - NIC														
SUBTOTAL HOURS/COSTS														
TASK 3 - FIELD TOPOGRAPHIC SURVEYING														
3.1 ESTABLISH PROJECT BENCHMARKS / LVL LOOP														
3.2 SURVEY FOR DESIGN - TOPOGRAPHY		2	10	32	16	2	8		14	\$538	\$20	\$125		\$1,729
SUBTOTAL HOURS/COSTS		2	10	36	16	3	48		115	\$4,013	\$70	\$565		\$10,720
TASK 4 - ROADWAY DESIGN														
4.1 DESIGN HORIZONTAL ALIGNMENTS	1	2	4		8				15	\$474	\$25			\$1,420
4.2 DESIGN VERTICAL ALIGNMENTS	1	4	8		16				29	\$894	\$25			\$2,657
4.3 MISCELLANEOUS DETAILS	1	2	8		16				27	\$814	\$25			\$2,421
4.4 DESIGN SCHEMATIC PREPARATION	1	4	8		16				29	\$894	\$50			\$2,682
4.5 SUMMARY OF QUANTITIES	1	4	8		16				29	\$894	\$25			\$2,657
4.6 RETAINING WALL LAYOUT AND DESIGN	1	8	16		40				65	\$1,934	\$25			\$9,719
4.7 ASSEMBLE STANDARDS					8				16	\$480	\$25		\$4,000	\$1,438
4.8 TITLE SHEET AND INDEX			2		4				6	\$170	\$25			\$525
4.9 PROJECT LAYOUT	1	2	4	4	8				15	\$474	\$25			\$1,420
4.10 SURVEY CONTROL SHEETS					2				6	\$184	\$25			\$596
4.11 TYPICAL SECTIONS	1	2	4		8				15	\$474	\$25			\$1,420
4.12 REMOVAL ITEMS		2	4		8				14	\$420	\$25			\$1,261
SUBTOTAL HOURS/COSTS	8	30	74	4	150				266	\$8,116	\$325		\$4,000	\$28,219

**TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET**

EXHIBIT B-1

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN / CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES				SUB CONSULT'S	TOTAL COST FOR TASK (INCL MULT'S)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV, TRAVEL & MISC			
TASK 5 - DRAINAGE															
5.1 DRAINAGE AREA MAPS	1	2	8		16				27	\$814	\$25				\$2,421
5.2 MAP EXISTING STORM DRAINAGE		2	4		8				14	\$420	\$25				\$1,261
5.3 HYDROLOGY FOR STORM SEWER DESIGN		2	8						10	\$360	\$25				\$1,085
5.4 INLET CALCULATIONS	1	2	8		8				19	\$614	\$25				\$1,833
5.5 PIPE CALCULATIONS	1	2	8						11	\$414	\$25				\$1,244
5.6 DRAINAGE PLAN AND PROFILE	1	2	4		8				15	\$474	\$25				\$1,420
5.7 INLET DETAILS			2		4				6	\$170	\$25				\$525
5.8 MISCELLANEOUS DETAILS		2	4		8				14	\$420	\$25				\$1,261
5.9 DRAINAGE QUANTITIES			2		4				6	\$170	\$25				\$525
5.10 ASSEMBLE DRAINAGE STANDARDS			4		8				12	\$340	\$25				\$1,026
5.11 EROSION CONTROL PLAN	1	2	4		8				15	\$474	\$25				\$1,420
5.12 EROSION CONTROL DETAILS		2	4		8				14	\$420	\$25				\$1,261
5.13 EROSION CONTROL QUANTITIES			1		2				3	\$85	\$25				\$275
5.14 EROSION CONTROL STANDARDS			1		4				5	\$135	\$25				\$422
SUBTOTAL HOURS/COSTS	5	18	62		86				171	\$5,310	\$350				\$15,983
TASK 6 - SIGNING AND PAVEMENT MARKINGS															
6.1 DESIGN PAVEMENT MARKING LAYOUTS AND DETAILS	1	1	2		2				6	\$214					\$630.02
6.2 PAVEMENT MARKING DETAILS		1	2		2				5	\$160					\$471.04
6.3 ASSEMBLE PAVEMENT MARKING STANDARDS			1		2				3	\$85					\$250
SUBTOTAL HOURS/COSTS	1	2	5		6				14	\$459					\$1,351

EXHIBIT B-1
TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET

T A S K / D E S C R I P T I O N	P R O J E C T M A N A G E R	S E N I O R P R O J E C T E N G I N E E R	D E S I G N E N G I N E E R	S U R V E Y T E C H	C A D D T E C H	R P L S	2-MAN F I E L D P A R T Y	A D M I N / C L E R I C A L	T O T A L M A N - H O U R S	R E I M B U R S A B L E S				S U B C O N S U L T S	T O T A L C O S T F O R T A S K (I N C L . M U L T ' S)
										L A B O R C H A R G E S (D I R E C T)	P R I N T I N G P L O T T I N G	D E L I V, T R A V E L & M I S C			
TASK 7 - MISCELLANEOUS (ROADWAY)															
7.1 TRAFFIC CONTROL PLANS	2	4	8		20				34	\$1,048					\$3,085
7.2 TRAFFIC CONTROL TYPICAL SECTIONS	2	4	8		16				30	\$948					\$2,791
7.3 TRAFFIC CONTROL STANDARDS			4		8				12	\$340					\$1,001
7.4 STATEMENT OF PROBABLE CONSTRUCTION COST	2	4	8		16				30	\$948	\$25				\$2,816
7.5 SPECIFICATION DATA AND SPECIAL PROVISIONS		16	32					16	64	\$2,112	\$100				\$6,318
7.6 PROJECT ADMINISTRATION								48	48	\$1,056					\$3,109
7.7 COORDINATION MEETINGS	8	8	8						24	\$1,032					\$3,038
7.8 QA/QC CONSTRUCTABILITY REVIEW	8	16							24	\$1,072					\$3,156
SUBTOTAL HOURS/COSTS	22	52	68		60			64	266	\$8,556	\$125				\$25,314
TASK 8 - UTILITY DESIGN - NIC															
8.1 WATER PLAN AND PROFILE															
8.2 WASTEWATER PLAN AND PROFILE															
8.3 WATER AND WASTEWATER DETAILS															
SUBTOTAL HOURS/COSTS															

EXHIBIT B-1

TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN/ CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES				SUB CONSULT'S	TOTAL COST FOR TASK (INCL MULTS)
										LABOR CHARGES (DIRECT)	PRINTING & PLOTTING	DELIV. TRAVEL & MISC			
TASK 9 - SPECIAL SERVICES															
9.1 PAVEMENT DESIGN (GEOTECHNICAL)		4	8			4			16	\$540	\$25	\$50		\$6,000	\$7,664.76
9.2 LEVEL A SUE - NIC															
9.3 LEVEL B SUE - NIC															
9.4 BIDDING PHASE - NIC															
9.5 CONSTRUCTION PHASE - NIC			4						4	\$140	\$50	\$35		\$1,065	\$1,562.16
9.6 TDLR - SUBMITTAL AND REVIEW															
SUBTOTAL HOURS/COSTS		4	12			4			20	\$680	\$75	\$85		\$7,065	\$9,227
FEE SUMMARY															
TASK 1 - PRELIMINARY DESIGN ASSESSMENT	2	4	8						14	\$548	\$25				\$1,638.31
TASK 2 - RIGHT-OF-WAY SURVEY															
TASK 3 - FIELD TOPOGRAPHIC SURVEYING						3	48		115	\$4,013	\$70	\$565		4000	\$12,449.27
TASK 4 - ROADWAY DESIGN	8	30	74	4	150				266	\$8,116	\$325				\$28,218.50
TASK 5 - DRAINAGE	5	18	62		86				171	\$5,310	\$350				\$15,982.64
TASK 6 - SIGNING AND PAVEMENT MARKINGS	1	2	5		6				14	\$459	\$125				\$1,351.30
TASK 7 - MISCELLANEOUS (ROADWAY)	22	52	68		60			64	266	\$8,556					\$25,313.86
TASK 8 - UTILITY DESIGN - NIC															
TASK 9 - SPECIAL SERVICES		4	12		4					\$680	\$75	\$85		\$7,065	\$9,226.92
TOTAL HOURS	38	112	239	40	322	3	48	64	846						\$94,181
BASE HOURLY RATES	\$54.00	\$40.00	\$35.00	\$36.00	\$25.00	\$53.00	\$36.00	\$22.00							
BASE SALARIES & REIMB'S TOTAL	\$2,052	\$4,480	\$8,365	\$1,440	\$8,050	\$159	\$1,728	\$1,408		\$27,682	\$970	\$650	\$11,065		\$40,367
ADD-ON INDIRECT COSTS (156.00%)										\$43,184					\$43,184
SUBTOTAL										\$70,866	\$970	\$650	\$11,065		\$83,551
FEE ON IN-HOUSE LABOR COSTS @ 15%										\$10,630					\$10,630
TOTAL FEE (YUCCA):										\$81,496	\$970	\$650	\$11,065		\$94,181

EXHIBIT B-1

TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN/ CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES			TOTAL COST FOR TASK (INCL MULTS)
										LABOR CHARGES (DIRECT)	PRINTING & PLOTTING	DELIV. TRAVEL & MISC	

WOODBINE STREET

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN/ CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES			TOTAL COST FOR TASK (INCL MULTS)
										LABOR CHARGES (DIRECT)	PRINTING & PLOTTING	DELIV. TRAVEL & MISC	
TASK 1 - PRELIMINARY DESIGN ASSESSMENT													
1.1 PRELIMINARY DESIGN ASSESSMENT	2	4	8						14	\$548	\$25	\$50	\$1,688.31
SUBTOTAL HOURS/COSTS	2	4	8						14	\$548	\$25	\$50	\$1,688

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN/ CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES			TOTAL COST FOR TASK (INCL MULTS)
										LABOR CHARGES (DIRECT)	PRINTING & PLOTTING	DELIV. TRAVEL & MISC	
TASK 2 - RIGHT-OF-WAY SURVEY - NIC													
2.1 FIELD WORK FOR ROW PARCEL													
2.2 ROW PARCEL METES AND BOUNDS													
2.3 EASEMENT PARCEL METES AND BOUNDS - NIC													
SUBTOTAL HOURS/COSTS													

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN/ CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES			TOTAL COST FOR TASK (INCL MULTS)
										LABOR CHARGES (DIRECT)	PRINTING & PLOTTING	DELIV. TRAVEL & MISC	
TASK 3 - FIELD TOPOGRAPHIC SURVEYING													
3.1 ESTABLISH PROJECT BENCHMARKS / LVL LOOP		2	10	4		2	8		14	\$538	\$20	\$50	\$1,653.87
3.2 SURVEY FOR DESIGN - TOPOGRAPHY				16		1	40		85	\$2,899	\$25	\$200	\$8,759.66
SUBTOTAL HOURS/COSTS		2	10	20		3	48		99	\$3,437	\$45	\$250	\$10,414

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN/ CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES			TOTAL COST FOR TASK (INCL MULTS)
										LABOR CHARGES (DIRECT)	PRINTING & PLOTTING	DELIV. TRAVEL & MISC	
TASK 4 - ROADWAY DESIGN													
4.1 DESIGN HORIZONTAL ALIGNMENTS	1	2	4			16			23	\$674	\$25	\$100	\$2,109.26
4.2 DESIGN VERTICAL ALIGNMENTS	2	4	8			16			30	\$948	\$25		\$2,815.91
4.3 MISCELLANEOUS DETAILS	2	4	8			16			30	\$948	\$25		\$2,815.91
4.4 DESIGN SCHEMATIC PREPARATION	2	4	8			16			30	\$948	\$25		\$2,815.91
4.5 SUMMARY OF QUANTITIES	4	8	16			24			52	\$1,696	\$25		\$5,018.02
4.6 RETAINING WALL LAYOUT AND DESIGN	1	4	8			16			29	\$894	\$25		\$5,156.94
4.7 ASSEMBLE STANDARDS			8			8			16	\$480	\$25		\$1,438.12
4.8 TITLE SHEET AND INDEX			2			4			6	\$170	\$25		\$525.48
4.9 PROJECT LAYOUT	1	4	8			8			21	\$694	\$25		\$2,068.14
4.10 SURVEY CONTROL SHEETS			4			8			12	\$344	\$25		\$1,037.74
4.11 TYPICAL SECTIONS	1	2	4			8			15	\$474	\$25		\$1,420.46
4.12 REMOVAL ITEMS		4	16			32			52	\$1,520	\$25		\$4,499.88
SUBTOTAL HOURS/COSTS	14	36	90	4		172			316	\$9,790	\$300	\$100	\$31,722

**TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET**

EXHIBIT B-1

T A S K / D E S C R I P T I O N	P R O J E C T M A N A G E R	S E N I O R P R O J E C T E N G I N E E R	D E S I G N E N G I N E E R	S U R V E Y T E C H	C A D D T E C H	R P L S	2-MAN F I E L D P A R T Y	A D M I N / C L E R I C A L	T O T A L M A N - H O U R S	R E I M B U R S A B L E S				S U B C O N S U L T S	T O T A L C O S T F O R T A S K (I N C L . M U L T ' S)
										L A B O R C H A R G E S (D I R E C T)	P R I N T I N G P L O T T I N G	D E L I V . T R A V E L & M I S C.			
T A S K 5 - D R A I N A G E															
5.1 DRAINAGE AREA MAPS - NIC															\$1,875
5.2 MAP EXISTING STORM DRAINAGE		2	4		16				22	\$620	\$25	\$25			\$1,085
5.3 HYDRAULICS REVIEW OF EXISTING BOX CULVERT		2	8						10	\$360	\$25				
5.4 INLET CALCULATIONS - NIC															
5.5 PIPE CALCULATIONS - NIC															
5.6 DRAINAGE PLAN AND PROFILE - NIC															
5.7 INLET DETAILS			2		4				6	\$170	\$25				\$525
5.8 MISCELLANEOUS DETAILS		2	4		8				14	\$420	\$25				\$1,261
5.9 DRAINAGE QUANTITIES			2		4				6	\$170	\$25				\$525
5.10 ASSEMBLE DRAINAGE STANDARDS - NIC															
5.11 EROSION CONTROL PLAN	1	2	4		8				15	\$474	\$25				\$1,420
5.12 EROSION CONTROL DETAILS		2	4		8				14	\$420	\$25				\$1,261
5.13 EROSION CONTROL QUANTITIES			1		2				3	\$85	\$25				\$275
5.14 EROSION CONTROL STANDARDS			1		4				5	\$135	\$25				\$422
SUBTOTAL HOURS/COSTS	1	10	30		54				95	\$2,854	\$225	\$25			\$8,652
T A S K 6 - S I G N I N G A N D P A V E M E N T M A R K I N G S															
6.1 DESIGN PAVEMENT MARKING LAYOUTS AND DETAILS	1	1	1		2				5	\$179					\$526.98
6.2 PAVEMENT MARKING DETAILS		1	1		2				4	\$125					\$368.00
6.3 ASSEMBLE PAVEMENT MARKING STANDARDS			1		2				3	\$85					\$250.24
SUBTOTAL HOURS/COSTS	1	2	3		6				12	\$389					\$1,145
T A S K 7 - M I S C E L L A N E O U S (R O A D W A Y)															
7.1 TRAFFIC CONTROL PLANS	2	4	8		20				34	\$1,048	\$25				\$3,110.31
7.2 TRAFFIC CONTROL TYPICAL SECTIONS	2	4	8		16				30	\$948	\$25				\$2,815.91
7.3 TRAFFIC CONTROL STANDARDS			4		8				12	\$340	\$25				\$1,025.96
7.4 STATEMENT OF PROBABLE CONSTRUCTION COST	2	4	8		16				30	\$948	\$25				\$2,815.91
7.5 SPECIFICATION DATA AND SPECIAL PROVISIONS		16	32					16	64	\$2,112	\$150				\$6,367.73
7.6 PROJECT ADMINISTRATION								48	48	\$1,056	\$25				\$3,133.86
7.7 COORDINATION MEETINGS	8	8	8						24	\$1,032					\$3,038.21
7.8 QA/QC CONSTRUCTABILITY REVIEW	8	16							24	\$1,072					\$3,155.97
SUBTOTAL HOURS/COSTS	22	52	68		60			64	266	\$8,556	\$275				\$25,454

EXHIBIT B-1

TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET

TASK / DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN / CLERICAL	TOTAL MAN-HOURS	REIMBURSABLES				SUB CONSULTS	TOTAL COST FOR TASK (INCL. MULTS)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV. TRAVEL & MISC.			
TASK 8 - UTILITY DESIGN															
8.1 WASTEWATER PLAN AND PROFILE	4	24	108		112				248	\$7,756					\$22,833.66
8.2 WATER AND WASTEWATER DETAILS					8				8	\$200					\$588.80
8.3 EOPCC	1	2	4						7	\$274					\$806.66
8.4 SPECIFICATIONS	1	2	4						7	\$274					\$785.61
SUBTOTAL HOURS/COSTS	6	28	116		120				270	\$8,504					\$25,036
TASK 9 - SPECIAL SERVICES															
9.1 PAVEMENT DESIGN (GEOTECHNICAL)		4							4	\$160				\$6,000	\$6,478
9.2 LEVEL A SUE - NIC															
9.3 LEVEL B SUE															
9.4 BIDDING PHASE															
9.5 CONSTRUCTION PHASE			4						4	\$140	\$50	\$35	\$1,065	\$1,065	\$1,562.16
9.6 TOLR - SUBMITTAL AND REVIEW															
SUBTOTAL HOURS/COSTS		4	4						8	\$300	\$50	\$35	\$7,065	\$7,065	\$8,033
FEE SUMMARY															
TASK 1 - PRELIMINARY DESIGN ASSESSMENT	2	4	8						14	\$548	\$25				\$1,638.31
TASK 2 - RIGHT-OF-WAY SURVEY - NIC		2	10	20	16	3	48		99	\$3,437	\$45	\$250			\$10,413.53
TASK 3 - FIELD TOPOGRAPHIC SURVEYING	14	36	90	4	172				316	\$9,790	\$300	\$100	\$2,500		\$31,721.76
TASK 4 - ROADWAY DESIGN	1	10	30		54				95	\$2,854	\$225	\$25			\$8,652.18
TASK 5 - DRAINAGE	1	2	3		6				12	\$389					\$1,145.22
TASK 6 - SIGNING AND PAVEMENT MARKINGS	22	52	68		60			64	266	\$8,556	\$275				\$25,463.86
TASK 7 - MISCELLANEOUS (ROADWAY)	6	28	116		120				270	\$8,504					\$25,035.78
TASK 8 - UTILITY DESIGN		4	4							\$300	\$50	\$35	\$7,065		\$8,033.20
TASK 9 - SPECIAL SERVICES															
TOTAL HOURS	46	138	329	24	428	3	48	64	1072						\$112,104
BASE HOURLY RATES	\$54.00	\$40.00	\$35.00	\$36.00	\$25.00	\$53.00	\$36.00	\$22.00							
BASE SALARIES & REIMB'S TOTAL	\$2,484	\$5,520	\$11,515	\$864	\$10,700	\$159	\$1,728	\$1,408		\$34,378	\$920	\$410	\$9,565		\$45,273
ADD-ON INDIRECT COSTS (156.00%)										\$53,630					\$53,630
SUBTOTAL															
FEE ON IN-HOUSE LABOR COSTS @ 15%										\$88,008	\$820	\$410	\$9,565		\$98,903
										\$13,201					\$13,201
TOTAL FEE (WOODBINE):										\$101,209	\$920	\$410	\$9,565		\$112,104
Total Fee (Yucca & Woodbine)															\$206,285



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: October 3, 2016

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

ITEM: Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 1171 at FM 2499 West Bound Right Turn Lane project, in the amount of \$55,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The FM 1171 at FM 2499 West Bound Right Turn Lane project will provide a right turn lane for west bound traffic to turn north on FM 2499. The extents are approximately 430-feet of paving along the north east corner at the intersection of FM 1171 and FM 2499. The project will also include replacement of sidewalk along the extents. The scope of the professional services agreement includes the preparation of design plans, specifications, cost estimating, easement preparation, and contract documents for bidding.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$55,000.00

Proposed Expenditure:	Account Number(s):
\$55,000.00	308-103-70626

Finance Review by: Tammy Wilson, Executive Director of 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 with Kimley-Horn and Associates, Inc., to provide professional engineering services for the FM 1171 at FM 2499 West Bound Right Turn Lane project, for \$55,000.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

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

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

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design, easement preparation, and providing construction documents for the FM 1171 at FM 2499 Westbound Right Turn Lane 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 FM 1171 at FM 2499 Westbound Right Turn Lane project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Fifty Five Thousand and No/100 Dollars (\$55,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

IX.

Right to Inspect Records

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

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

**XV.
Provisions Surviving Termination**

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

**XVI.
Changes**

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

**XVII.
Conflicts of Interest**

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

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

**XVIII.
Confidential Information**

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

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

XIX.
Notice Information

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

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

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

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

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

XX.
Applicable Law

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

XX.

Non-Discrimination

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

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

XXI.

Arbitration

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

XXII.

No Waiver of Governmental Immunity

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

XX.

Severability

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

XXI.
Remedies

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

XXII.
Entire Agreement

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

XXIII.
Non-Waiver

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

XXIV.
Headings

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

XXV.
Venue

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

XXVI.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the

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

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

Approved:

Town Attorney

CONSULTANT:
Kimley-Horn and Associates, Inc.

By: _____

Name:

Title:

Date Signed: _____

State of Texas §

§

County of _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

 Notary Public, State of Texas

My Commission Expires:

ATTACHMENT A

SCOPE OF SERVICES

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

PROJECT UNDERSTANDING

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

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

SCOPE OF PROFESSIONAL SERVICES

TASK 1: Data Collection and Survey

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

Perform field survey (via a subconsultant) to identify and locate existing topographic elements within the right-turn lane limits within the following limits:

- Along a 60-foot swath of FM 1171, beginning at FM 2499 and ending approximately 500-linear feet east of the intersection
- Along a 90-swath of FM 2499, beginning at FM 1171 and ending approximately 200-linear feet north of the intersection

Topographic elements may include, but are not limited to, the following:

- Property pins
- Existing pavement, curbs, sidewalks, and barrier free ramps
- Westbound lane striping
- Existing storm sewer inlets, manholes, and junction boxes
- Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities,

and franchise utilities (subconsultant will contact Texas 811 to flag existing franchise utilities prior to survey)

- Traffic signal poles, cabinets, and other signal equipment
- Signs (excluding temporary signs)
- Retaining walls
- Fence limits and material types
- Landscaping
- Other applicable physical features that may impact design

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

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

TASK 2: DESIGN (RIGHT-TURN LANE)

A. Design

Conduct kick-off meeting with the Town

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

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

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

- Traffic Control Plan (as required by TxDOT)
- Erosion Control
- Town Standards
- TxDOT Standards

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

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

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

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

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

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

B. Design Deliverables

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

Three (3) copies of the 95% Construction Plans

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

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

C. Final Design

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

D. Final Design Deliverables

Five (5) copies of the Final Construction Plans

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

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

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

E. Meetings

Kick-off meeting with the Town

Meet with Town to review 30% plans

Meet with Town to review 95% plans

F. Services provided by the Town

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

Submit final plans to TxDOT for permitting

TASK 3: BIDDING PHASE SERVICES, if necessary

A. It is assumed that this project will be bid with the FM 1171 eastbound deceleration project as a single package. If, however, the Town would like to bid the project separately this task can be used.

B. Develop a stand-alone set of construction documents for the eastbound deceleration lane.

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

D. Issue addenda as required.

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

Notice to Bidders for Advertising by the Town

Addenda as required

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

TASK 4: RECORD DRAWINGS**A. Record Drawing Preparation**

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

B. Deliverables

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

C. Services Provided by the Town

Review of contractor's marks for completeness and accuracy

TASK 5: DESIGN (TRAFFIC SIGNAL)

Traffic Signal improvements will be identified at the 30% design milestone. The Traffic Signal improvements will be incorporated into the deliverables identified under Task 2. The following plan sheets will be incorporated into the plan set:

- Traffic Signal Layout
- Summary Charts
- TxDOT Standard Details

TASK 6: ROW AND EASEMENTS, if necessary

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

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

TASK 7: SUE – LEVEL A, if necessary

Approximate location of utilities will be identified during Tasks 1 and 2. If required and authorized by the Town, perform SUE (Subsurface Utility Engineering) Quality Level "A" to identify existing Town and franchise utility at critical locations within the limits of the construction by exposing

specific utilities, \$2,000/each. Non-destructive vacuum excavation equipment may be used to expose the utilities at specific points which will then be field surveyed.

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

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates.

Additional services we can provide include, but are not limited to, the following:

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

ATTACHMENT B**COMPENSATION**

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

TASK 1 – Data Collection and Survey	\$10,000
TASK 2 – Design (Right-Turn Lane)	\$23,000
TASK 3 – Bidding Phase Services	\$5,000
TASK 4 – Record Drawings	\$1,500
TASK 5 – Design (Traffic Signal)	\$8,500
TASK 6 – ROW and Easements (2 @ \$1,500/each)	\$3,000
TASK 7 – SUE – Level A (2 @ \$2,000/each)	\$4,000
<u>TOTAL</u>	<u>\$55,000</u>

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



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: October 3, 2016

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of the award of Bid No: 2016-52, to Wall Enterprises, for the construction of the Glenwick Park Bridge, as part of the Individual Park Improvements project, in the amount of \$89,495.50; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On July 7, 2016, bids were received and opened for the construction of the Glenwick Park Bridge as part of the Individual Park Improvements project, and Wall Enterprises, submitted the lowest qualified bid of the six responding bidders at a base bid of \$89,495.50.

The Glenwick Park Bridge, as part of the Individual Park Improvements project, includes furnishing all labor, equipment, and materials, and performing all work necessary for the construction of a bridge and connecting concrete sidewalk with erosion control and associated appurtenances detailed in the construction plans and specifications.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$89,495.50

Proposed Expenditure:	Account Number(s):
\$89,495.50	317-110-90761

Finance Review by: Tammy Wilson, Executive Director of 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 this Construction Agreement.

ATTACHMENTS:

1. Bid Tab
2. Construction Agreement

RECOMMENDATION: Move to approve the award of Bid No: 2016-52, to Wall Enterprises, for the construction of the Glenwick Park Bridge, as a part if the Individual Park Improvements project, in the amount of \$89,495.50; and authorize the Mayor to execute same on behalf of the Town.



Town of Flower
Mound
Bid Tabulation

Bid No: 2016-52 - Individual Park Improvements - Glenwick Park

Bridge

Bid Opening: July 7, 2016 at 11:00am

Company	Total Bid
Wall Enterprises	\$ 89,495.50
North Rock Construction, LLC	\$ 111,561.40
Credence Builder, Incorporated	\$ 124,861.00
Forth Worth Civil Constructors	\$ 156,217.20
SJ&J Construction, LLC	\$ 184,561.00
Denco Construction Specialist	\$ 226,910.00

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

Certified By:	Rochelle M. Ragas, CPPB	7/7/2016
	Purchasing Manager	
	Town of Flower Mound, Texas	

TOWN OF FLOWER MOUND**INDIVIDUAL PARK IMPROVEMENTS - GLENWICK PARK BRIDGE****Bid # 2016-52****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 20____, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Wall Enterprises, a General Contractor, 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:

INDIVIDUAL PARK IMPROVEMENTS - GLENWICK PARK BRIDGE**Bid # 2016-52**

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 **Eighty-Nine Thousand Four Hundred Ninety-Five Dollars and Fifty cents (\$89,495.50)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of One Hundred Twenty (120) calendar days, and final completion of One Hundred Fifty (150) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the 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 two copies, all of which to all intents and purposes shall be considered as the original.

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

TOWN OF FLOWER MOUND

CONTRACTOR

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. 15 REGULAR ITEM

DATE: October 3, 2016

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for a Comprehensive Sign Package (CSP16-0005 – Prairie Commons) for the Prairie Commons development. The property is generally located north of Sagebrush Drive and west of Yucca Drive. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 26, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. No changes or new information has been received since that meeting.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

DRAFT MOTION: Move to approve a request for a Comprehensive Sign Package (CSP16-0005 – Prairie Commons) for the Prairie Commons development.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: September 26, 2016

FROM: Doug Powell, Executive Director

ITEM: **Public Hearing to consider a request for a Comprehensive Sign Package (CSP16-0005 – Prairie Commons) for the Prairie Commons development. The property is generally located north of Sagebrush Drive and west of Yucca Drive.**

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 the request is to obtain approval of a Comprehensive Sign Package (CSP) in order to allow several sign and art elements within the Prairie Commons development, such as: 1) large murals to be placed on some of the building facades; 2) lettering for a ranch type gate entry; and 3) lettering on a rainwater cistern. The elements are being incorporated to provide interest to the buildings and to create an environment on the site that is unique to the Town.

The property is zoned Planned Development District No. 142 (PD-142) with Retail District-2 (R-2) and Office District (O) uses. The request is consistent with what was proposed at time of zoning approval by the Town Council on September 21, 2015.

The Town's Sign Code states that the purpose of a Comprehensive Sign Package is to "allow for a specialized review of signs which may have meritorious design and seek to promote a unique quality for an existing or proposed development, but which require special consideration." Comprehensive sign packages are expected to incorporate more than just architectural details to be considered "meritorious." In June 2013, in order to better illustrate the Town's expectation for meritorious design, the Planning and Zoning Commission recommended that a visual guide be created containing examples of appropriate CSPs in Flower Mound to be used as a reference guide for staff and prospective applicants (see Attachment A(3)).

Currently, murals are considered to be signs under the Town's regulations. However, the proposed murals do not include business or product information. As such, they are considered to be more pieces of artwork than typical signs and, therefore, staff does not have a concern with the request.

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 Comprehensive Sign Package requests. At the time this report was written, staff had received no correspondence regarding the request.

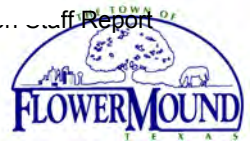
IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. CSP Guide

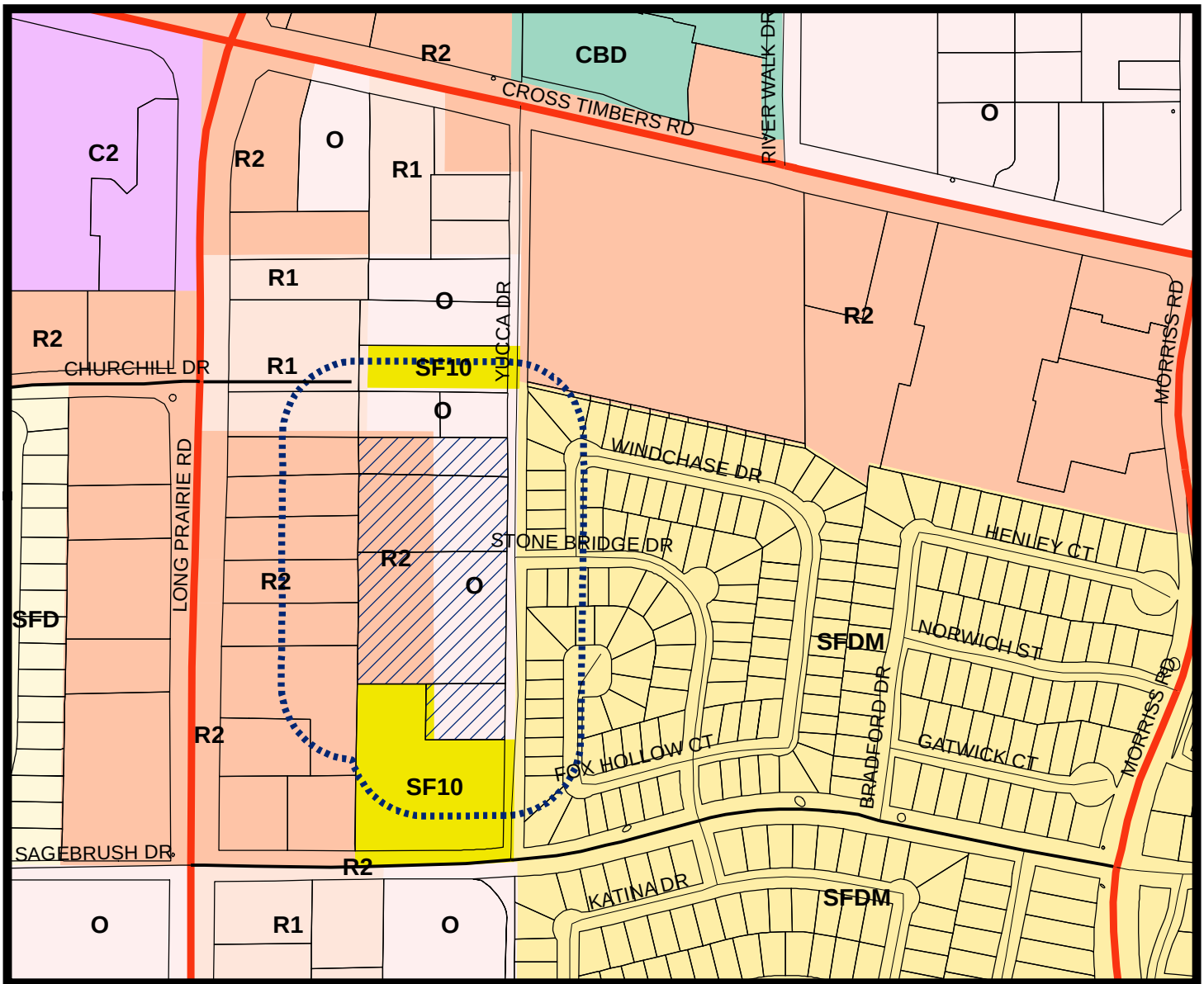
B. Application Details

1. Comprehensive Sign Package

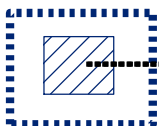
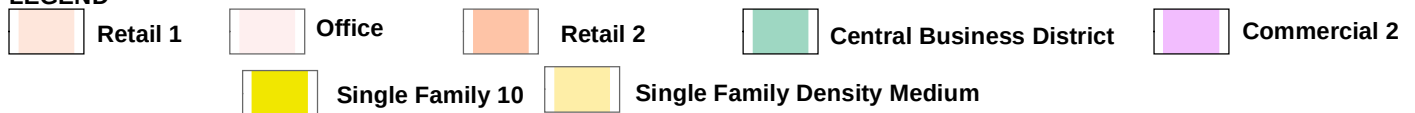


Vicinity Map

Reference Project: CSP16-0005

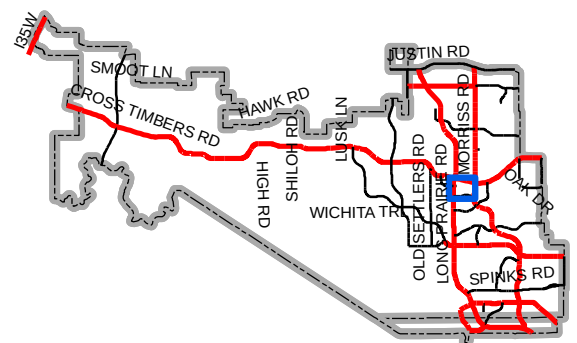


LEGEND



Subject Property

200 ft Notification Buffer around Property



Map Location



140 Red Oak Lane
Flower Mound, TX 75028
214.550.5017
iMarkRealty.com



September 12, 2016

Chuck Russell
Town of Flower Mound
2121 Cross Timbers road
Flower Mound, TX 75028

RE: Letter of Intent
Comprehensive Sign Application
Prairie Commons

Dear Chuck,

Prairie Commons is requesting a Comprehensive Sign Approval for several sign and art elements incorporated in our five building, 4.755-acre development. The sign/art elements include prairie & historic murals on the buildings, lettering for a ranch type gate entry, and lettering on a rainwater harvesting cistern.

The property is in a Planned Development (PD # 142) that was approved in September of 2015. The five buildings along Yucca Drive are approved for office condominiums with professional office uses. The two larger buildings to the West are approved for office/retail uses.

The Prairie Commons development sits on land that was once part of The Long Prairie, an approximate one-mile-wide by four-mile-long Blackland Prairie lying amidst the Eastern Cross Timbers. Holford's Prairie, Grapevine Prairie and The Grand Prairie sat in close proximity, separated by Post Oak savannas and stands of the Cross Timbers.

The Long Prairie is of immense historic and cultural importance to Flower Mound. Less than 1% of the Blackland Prairies remain today. The twelve-acre Flower Mound prairie (The Mound) is now protected and located just South of Prairie Commons, and is part of the 1% of Blackland Prairie that remains in or near its original state. Flower Mound's earliest pioneers settled on the The Long Prairie with the Flower Mound Presbyterian Church on the Southeast portion, and the Grant/Gibson Cabin on the far West end of this prairie.

Prairie Commons honors and restores remnants of The Long Prairie within the landscaping of the development. Prairie grasses, native plants, and pollinator gardens are some of the landscape elements. The development also incorporates Low Impact Development Principals, Dark Sky Lighting, Rainwater Harvesting and other meritorious and sustainable features. Prairie Commons will be Flower Mound's exemplary flagship development for sustainable/cost effective commercial development. It will draw visitors from near and far.

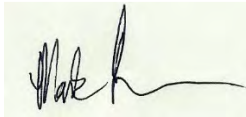
The ranch type gate, cistern and authentic windmill will generate immediate curiosity for those that drive by the development. The five art murals within the development will draw people in and tell the

story of The Long Prairie and early Flower Mound. The native landscape provides educational opportunities for generations to come.

The sign elements requested are needed to reinforce the meritorious, sustainable and natural development theme. They provide synergy and cohesiveness to Prairie Commons development and the message we are trying to deliver about our history, culture, and our future.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink on a light green rectangular background. The signature is stylized, starting with a large 'M' and ending with a long horizontal flourish.

Mark Glover
Developer
iMark Realty Advisors

Visual Representation of Comprehensive Sign Package Standards

Section 86-44 of the Town of Flower Mound Code of Ordinances states the purpose of the Comprehensive Sign Package (CSP) is:

“...to allow for a specialized review of signs which may have meritorious design and seek to promote a unique quality for an existing or proposed development, but which require special consideration.”

By providing CSPs, the Town recognizes that flexibility is warranted in some circumstances to address signs of exceptional quality or merit which may not comply with the Town’s sign regulations.

At the direction of the Town Council, the Planning and Zoning Commission held a work session on June 10, 2013, for the purpose of clarifying the intent of the CSP regulations. After some discussion, the Commission agreed that: 1) the CSP ordinance is intended to be applied to larger-scale developments with unique conditions, not individual tenants or buildings; and 2) the creation of a visual guide will help to provide some clarity to the Town’s expectation for “meritorious design.”

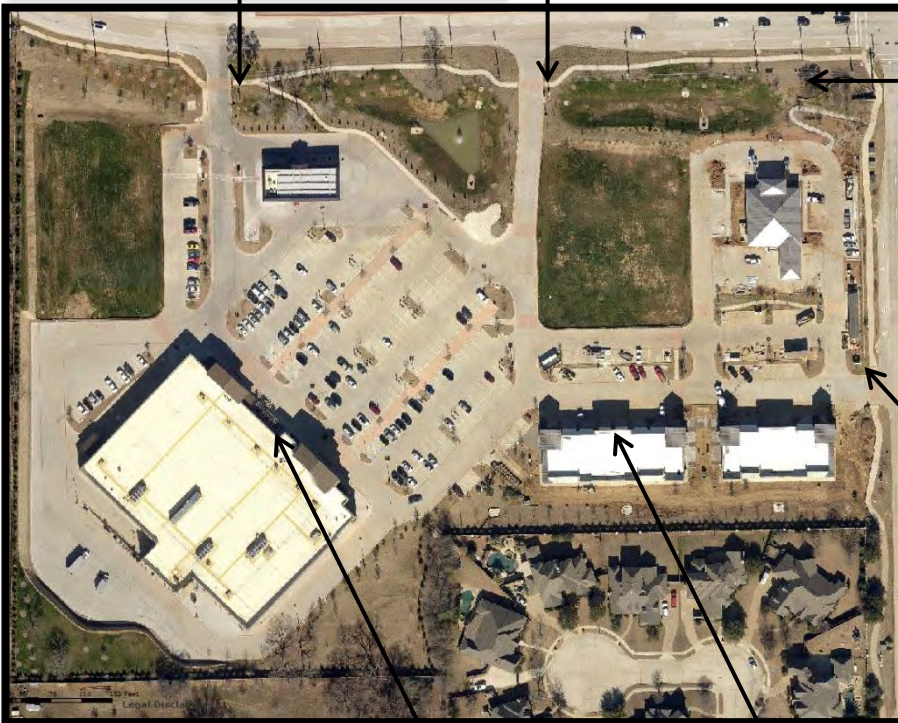
Comprehensive sign packages are expected to incorporate more than just architectural details to be considered “meritorious.” It is recommended that the specific elements listed below be part of any proposal:

- Signs promoting uniformity within the development
- Monument signs incorporated into and complemented by the surrounding landscaping
- Signs sufficient in number / size and suitably located to provide for business identification without creating visual clutter
- Signs that function harmoniously with adjacent properties
- Signs with appropriate text size to make them legible for passing motorists
- Signs that integrate both quality materials and design consistent with the high aesthetic standards and community character of the Town

The following examples are being provided as a visual representation of signage that meets the intent of “meritorious design” in Flower Mound:

Example 1: Cross Timbers Village

“Meets the Intent”



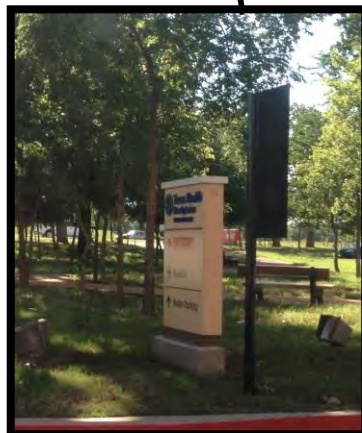
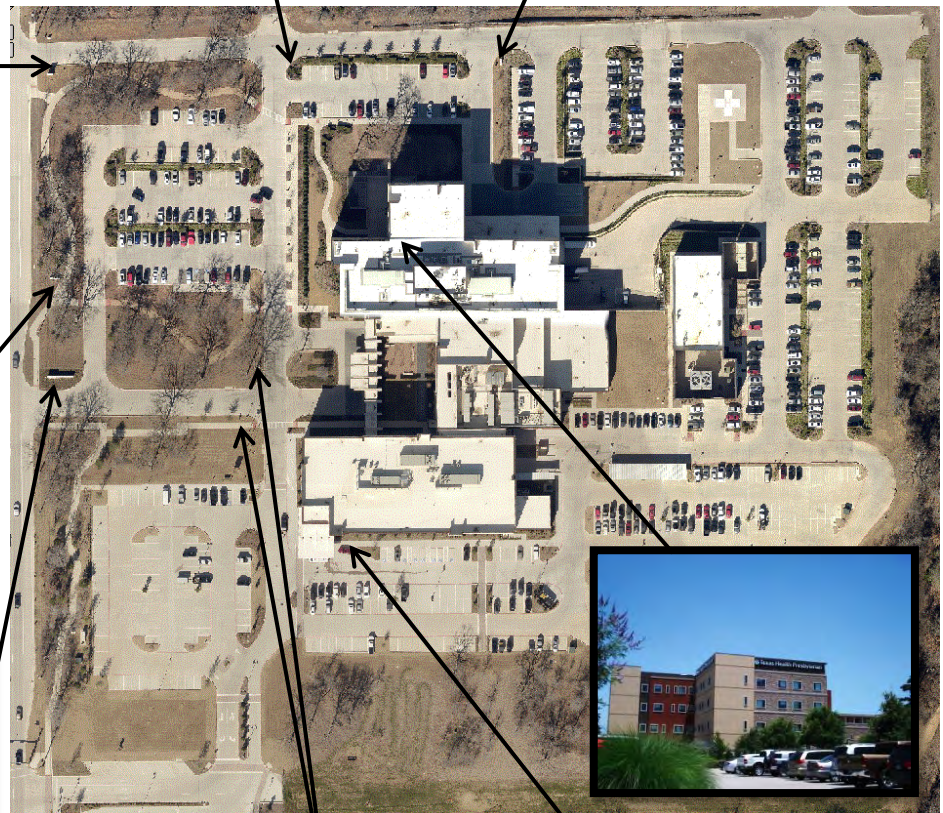
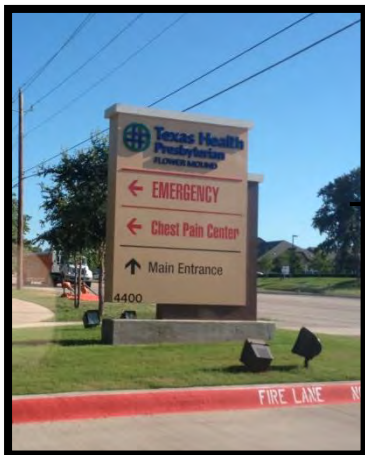
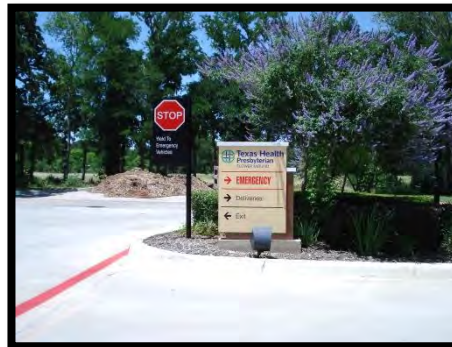
Example 2: The Pines of Flower Mound

“Meets the Intent”



Example 3: The River Walk at Central Park Medical Park

“Meets the Intent”



“Does NOT Meet the Intent”

The following examples would **not** be considered “meritorious design” due to the quality, design, number, size, location, and integration of the signs within the development as a whole.



Ex. 1: Visually cluttered by too many signs

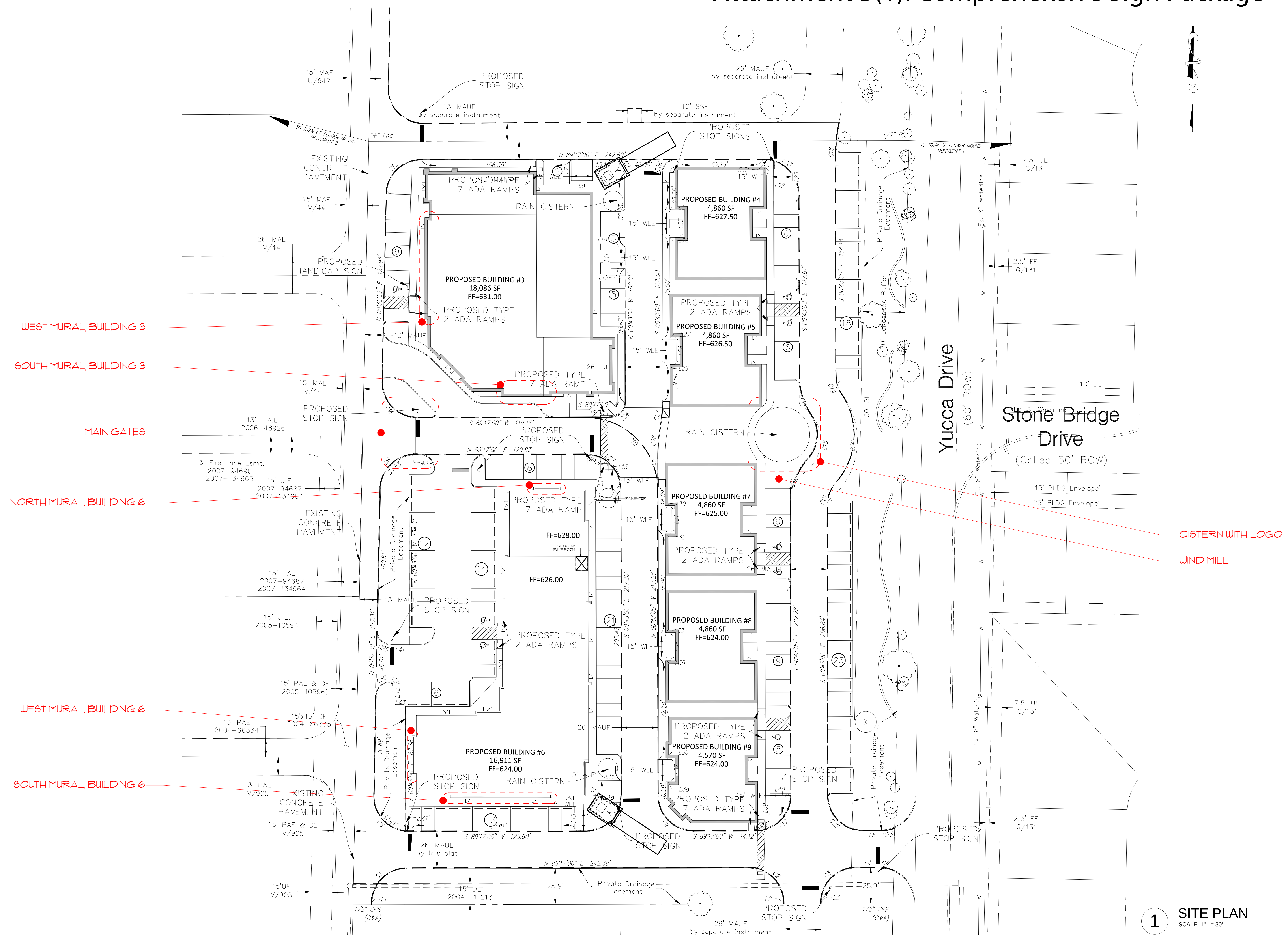


Ex. 2: Some tenant signs too small



Ex. 3: Lack of unified theme

Attachment B(1): Comprehensive Sign Package



1 SITE PLAN
SCALE: 1" = 30'

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF WILLIAM PECK & ASSOCIATES, ON THIS DATE AND IS NOT TO BE USED BY AUTHORITIES HAVING JURISDICTION FOR THE PURPOSE OF ISSUING CONSTRUCTION PERMITS

These plans are intended to provide the basic construction information necessary to construct the project. They are not to be used for any other purpose. The user of these plans is responsible for obtaining all necessary permits and for verifying the accuracy of the information provided. The user of these plans is also responsible for obtaining all necessary easements and for verifying the accuracy of the information provided. The user of these plans is also responsible for obtaining all necessary approvals and for verifying the accuracy of the information provided. The user of these plans is also responsible for obtaining all necessary approvals and for verifying the accuracy of the information provided.

mark
Realty Advisors, LLC.

PRAIRIE COMMONS

WILLIAM PECK & ASSOCIATES INC.
ARCHITECTS
Lewisville, TX 972.221-1424

REVISIONS	
DATE	

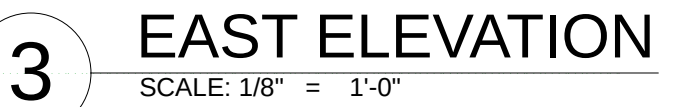
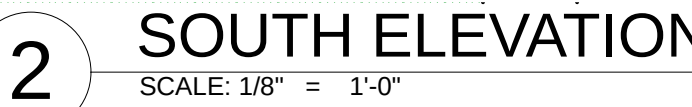
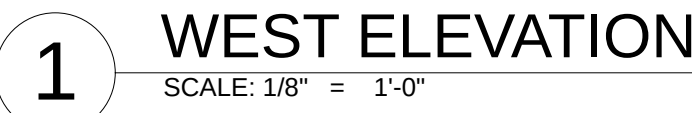
ISSUE DATE:
03-12-2016
FOR REVIEW

Scale: REF. PLAN

Drawn: MW

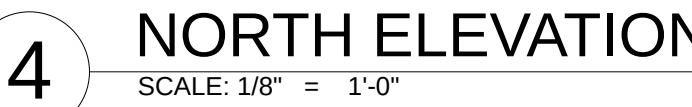
Job: PRAIRIE COMMONS

Sheet Number:
A-005

ELEVATION NOTES

4 NORTH ELEVATION

SCALE: 1/8" = 1'-0"



Real Estate Advisors, LLC.

FLORIANE COMMONS
BUILDING 3
FLOWER MOUND, TX

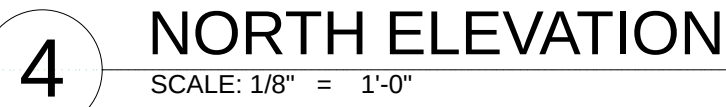
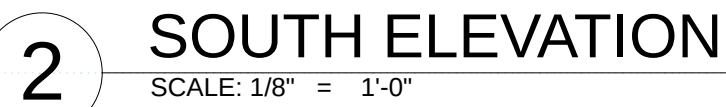
**WILLIAM PECK &
ASSOCIATES INC.**
ARCHITECTS
Lewisville, Tx 972) 221-1424

[illegible]



ELEVATION NOTES:

- ALL LOW PITCH ROOFS AND MECHANICAL EQUIPMENT WILL BE SCREENED IN ACCORDANCE WITH THE URBAN DESIGN PLAN.



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 83



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This plan is intended to provide the basic construction information necessary to substantially complete the structure. These construction documents may be verified and modified by the contractor or subcontractor as they are required to construct the building or structure. If any item is brought to the attention of the Designer prior to any construction or purchase being made, it is recommended that the owner or builder obtain written approval from the Designer before proceeding. This includes, but is not limited to any kind of, NOTE All Federal, state and Local codes, ordinances and regulations, such as precedence over any part of these construction documents which conflict with same.

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Realty Advisors, LLC.

PRAIRIE COMMONS

**WILLIAM PECK &
ASSOCIATES INC.**
ARCHITECTS
Lewisville, Tx 972/221-1424

FLOWER MOUND, TX

0 9 1 2 3 4 5 6 7 8 9 A B C D E F G H I J K L M N O P Q R S T U V W X Y Z	REVISIONS DATE
	ISSUE DATE: 09-12-2016 FOR REVIEW
	Scale: REF. PLAN
	Drawn: MW Job: PRAIRIE COMMONS
	Sheet Number: A-107



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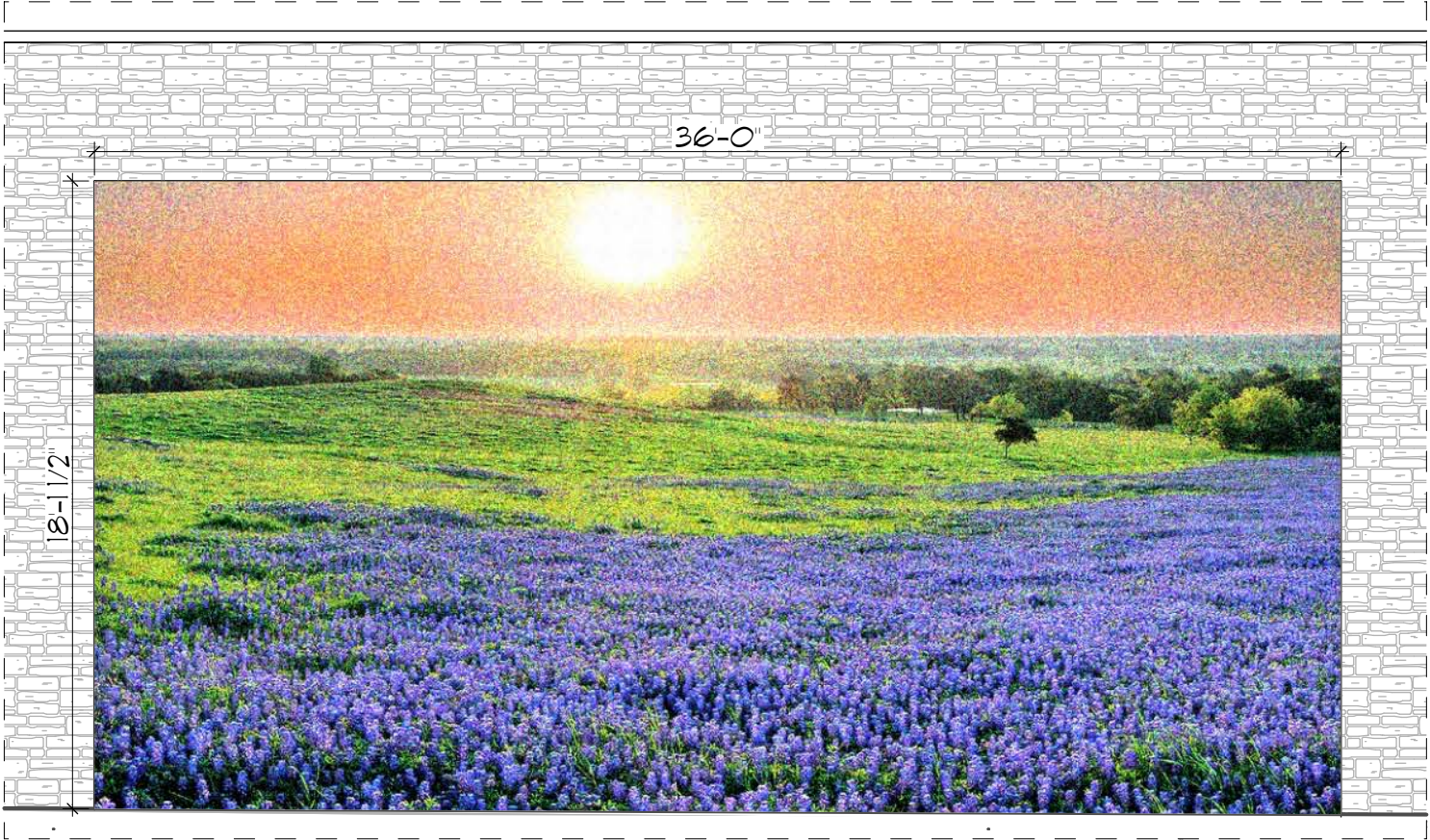
Realty Advisors, LLC.

PRAIRIE COMMONS

FLOWER MOUND, TX

**WILLIAM PECK &
ASSOCIATES INC.**
ARCHITECTS
Lewisville, Tx 972) 221-1424

0 9 1 2 3 4 5 6 7 8 9	REVISIONS
	DATE
	ISSUE DATE:
	03-12-2016 FOR REVIEW
	Scale: REF. PLAN
	Drawn: MW
Job: PRAIRIE COMMONS	
Sheet Number:	
A-108	



1 WEST MURAL DETAIL
SCALE: 3/16" = 1'-0"



2 SOUTH MURAL DETAIL
SCALE: 3/16" = 1'-0"

**WILLIAM PECK &
ASSOCIATES INC.
ARCHITECTS**
Lewisville, Tx (972) 221-1424

**PRAIRIE COMMONS
BUILDING 3**
DATE : 09-09-2016
FLOWER MOUND, TX

These plans are intended to provide the basic construction information necessary to substantially complete this structure. These construction documents must be verified and checked by the builder or person in authority of this project. Any discrepancy, error, and/or omissions, if any, are to be brought to the attention of the Designer prior to any construction or purchases being made. It is recommended that the owner or builder obtain complete engineering services for: foundation, HVAC, and structural, prior to construction of any kind. NOTE: All Federal, state, and Local codes, ordinances, and restrictions take precedence over any part of these construction documents which may conflict with same, and must be strictly obeyed and followed before and during construction.
THESE CONSTRUCTION DOCUMENTS AND THERE USE, ARE THE PROPERTY OF WILLIAM PECK & ASSOCIATES, INC. AND ARE NOT TO BE TRACED, REUSED OR REPRODUCED IN ANY WAY, BY ANY MEANS, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF WILLIAM PECK & ASSOCIATES, INC.. ALL RIGHTS RESERVED

2

NORTH MURAL DETAIL

SCALE: 3/16" = 1'-0"



3

SOUTH MURAL DETAIL

SCALE: 3/16" = 1'-0"

1

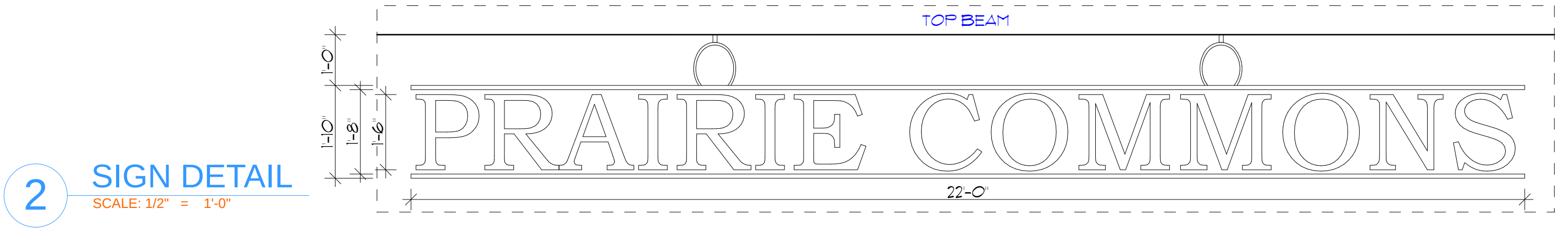
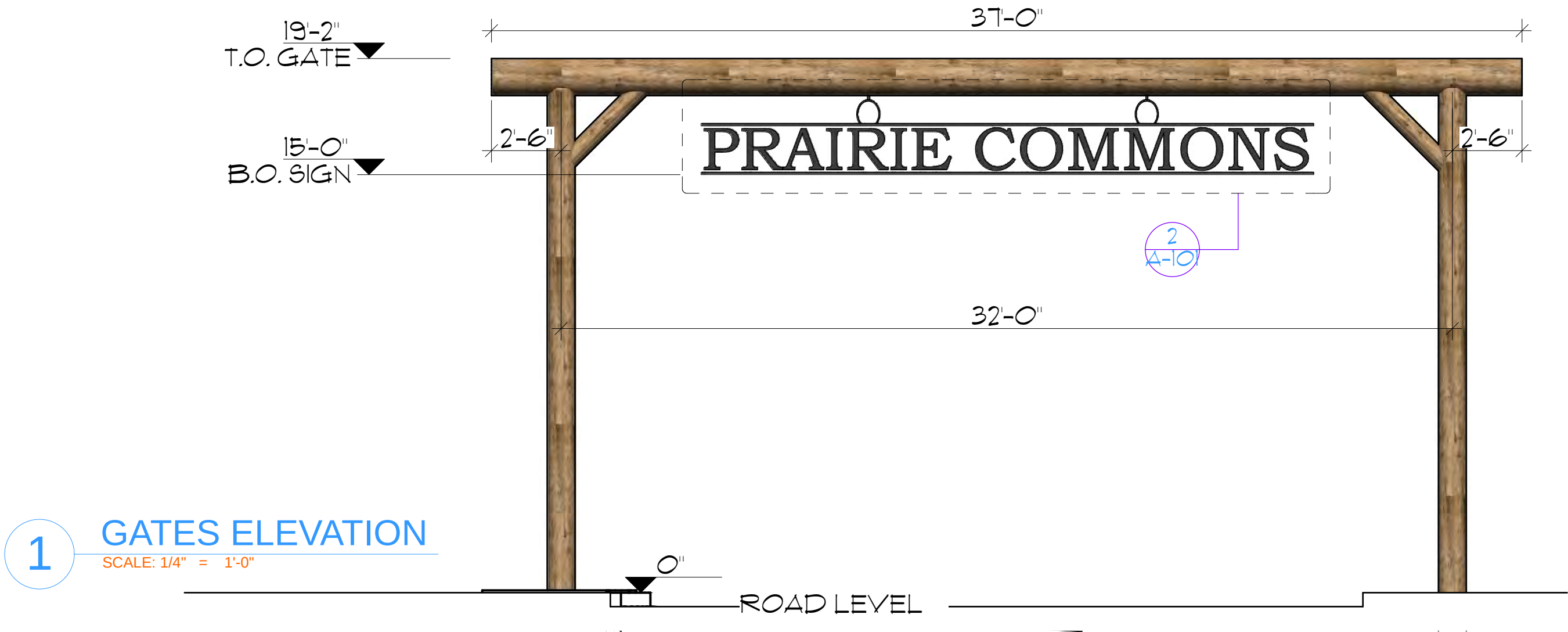
WEST MURAL DETAIL

SCALE: 3/16" = 1'-0"

**WILLIAM PECK &
ASSOCIATES INC.
ARCHITECTS**
Lewisville, Tx (972) 221-1424

**PRAIRIE COMMONS
BUILDING 6**
DATE : 09-09-2016
FLOWER MOUND, TX

These plans are intended to provide the basic construction information necessary to substantially complete this structure. These construction documents must be verified and checked by the builder or person in authority of this project. Any discrepancy, error, and/or omissions, if any, are to be brought to the attention of the Designer prior to any construction or purchases being made. It is recommended that the owner or builder obtain complete engineering services for: foundation, HVAC, and structural, prior to construction of any kind. NOTE: All Federal, state, and Local codes, ordinances, and restrictions take precedence over any part of these construction documents which may conflict with same, and must be strictly obeyed and followed before and during construction. THESE CONSTRUCTION DOCUMENTS AND THERE USE, ARE THE PROPERTY OF WILLIAM PECK & ASSOCIATES, INC. AND ARE NOT TO BE TRACED, REUSED OR REPRODUCED IN ANY WAY, BY ANY MEANS, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF WILLIAM PECK & ASSOCIATES, INC.. ALL RIGHTS RESERVED

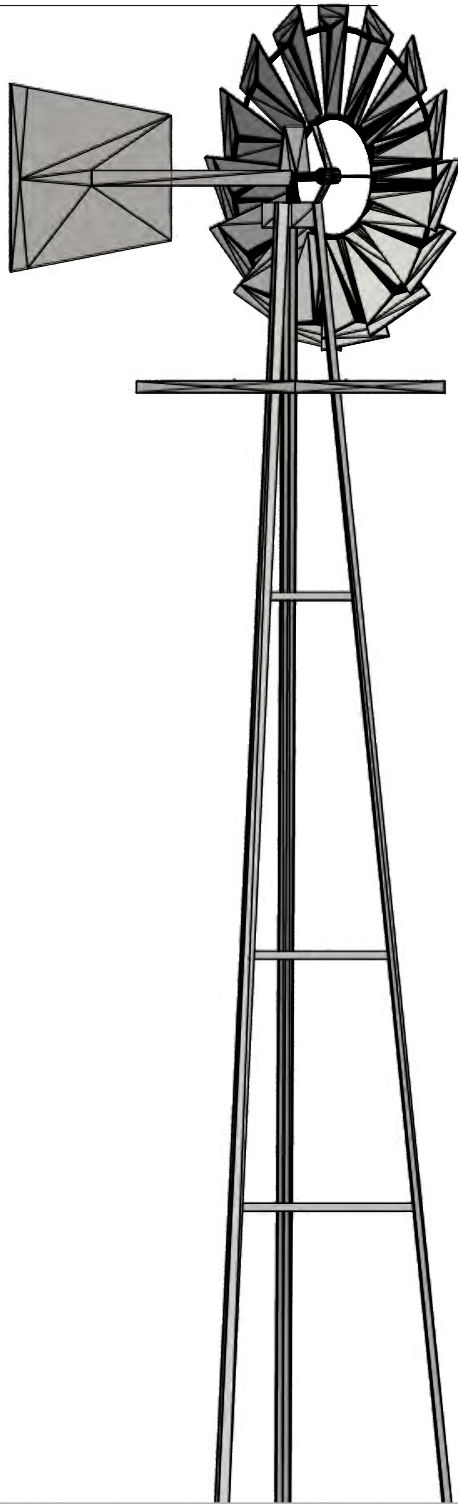


**WILLIAM PECK &
ASSOCIATES INC.
ARCHITECTS**
Lewisville, Tx (972) 221-1424

**PRAIRIE COMMONS
GATE**
DATE: 09-09-2016
FLOWER MOUND, TX

These plans are intended to provide the basic construction information necessary to substantially complete this structure. These construction documents must be verified and checked by the builder or person in authority of this project. Any discrepancy, error, and/or omissions, if any, are to be brought to the attention of the Designer prior to any construction or purchases being made. It is recommended that the owner or builder obtain complete engineering services for: foundation, HVAC, and structural, prior to construction of any kind. NOTE: All Federal, state, and Local codes, ordinances, and restrictions take precedence over any part of these construction documents which may conflict with same, and must be strictly obeyed and followed before and during construction. THESE CONSTRUCTION DOCUMENTS AND THERE USE, ARE THE PROPERTY OF WILLIAM PECK & ASSOCIATES, INC. AND ARE NOT TO BE TRACED, REUSED OR REPRODUCED IN ANY WAY, BY ANY MEANS, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF WILLIAM PECK & ASSOCIATES, INC.. ALL RIGHTS RESERVED

31'-0"
T.O. WINDMILL ▼



22'-11"
T.O. CISTERN ▼

GALVALUME
STANDING SEAM
METAL ROOF

14'-8"
EAVE HT. ▼

PRAIRIE COMMONS

CORRUGATED
GALVALUME
SHEET METAL

1

CISTERN 1 ELEVATION

SCALE: 1/4" = 1'-0"

**WILLIAM PECK &
ASSOCIATES INC.
ARCHITECTS**
Lewisville, Tx (972) 221-1424

**PRAIRIE COMMONS
CISTERN**

DATE : 09-12-2016
FLOWER MOUND, TX

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TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: October 3, 2016

FROM: Eric Greaser, Fire Chief 

ITEM: Consider approval of the purchase of one 2017 Pierce 95' Midmount Platform Aerial truck for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$1,273,734.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Fire and Emergency Services Department is requesting the purchase of one Pierce 95' Midmount Aerial truck in the amount of \$1,273,734.00. Siddons-Martin Emergency Group is offering pre-payment discounts, a trade-in allowance, and a preferred customer discount. If payment is made with the purchase order, the following discounts will apply:

Cost of Unit:	\$ 1,326,933.00
Pre-Payment Discount (Chassis):	(\$ 12,342.00)
Pre-Payment Discount (Aerial):	(\$ 9,226.00)
Full Prepay Discount:	(\$ 33,631.00)
Sub-Total with Discounts:	\$ 1,271,734.00
H-GAC (Contract FS12-15)	\$ 2,000.00
TOTAL	\$ 1,273,734.00

Delivery is expected within 13 months after the receipt of order. The unit to be replaced is a 2008 Pierce Arrow XT 105' Ladder truck (Unit No. 6300-29 (T501)). The Vehicle Equipment Replacement Committee recommended the expedited replacement of this unit based on a lack of reserve capacity of an aerial device. In addition, the platform design of the new apparatus will provide for rescue capabilities in high rise operations. The current aerial truck (Unit No. 6300-29) will be retained for reserve service. Currently, the department operates with no reserve aerial capacity.

The Town of Flower Mound and H-GAC entered into an Interlocal agreement, effective March 7, 1990, which allows our local government to purchase certain goods or services through H-GAC. The agreement renews automatically each fiscal year, unless cancelled by either party.

FISCAL IMPACT: \$1,273,734.00

Proposed Expenditure:	Account Number(s):
\$1,273,734.00	565-450-84500-6130

Finance Review by: Tammy Wilson, Executive Director of Financial Services

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Proposal from Siddons-Martin Emergency Group

RECOMMENDATION: Move to approve the purchase of one 2017 Pierce 95' Midmount Platform Aerial truck for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$1,273,734.00; and authorization for the Mayor to execute same.



**3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590**

September 21, 2016

Eric Greaser, Chief
Flower Mound Fire Department
3838 Forums Dr
Flower Mound TX 75028

Proposal for 2017 Pierce 95` Midmount Aerial

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Flower Mound Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Flower Mound Fire Department and training on operation and use of the apparatus.

Description	Amount
300205-610 Pierce Velocity 95` Midmount Platform Pierce, Velocity, Aerial, Platform - Mid Mt, DD13 525, 300 gal, Waterous 1500 Price guaranteed for 60 days. Delivery within 12-13 months of order date. A warranty term of 12 months is included.	
	Vehicle Price \$ 1,326,933.00
Chassis Prepay Discount (\$ 12,342.00). \$ 411,422.00 due with order.	Prepay Discount (\$ 12,342.00)
Aerial Prepay Discount (\$ 9,226.00). \$ 354,900.00 due with order.	Prepay Discount (\$ 9,226.00)
Full Prepay Discount (\$ 33,631.00). Total amount due with order.	Prepay Discount (\$ 33,631.00)
	SUB TOTAL \$ 1,271,734.00
	H-GAC FS12-15 \$ 2,000.00
	TOTAL \$ 1,273,734.00

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

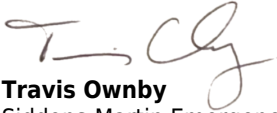
Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Travis Ownby
Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of Flower Mound Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

Town Council Future Agenda Items



SCHEDULED	10/17/2016	Presentation	2016 Arbor Day proclamation
		Presentation	PLACEHOLDER: Check presentation from Denton County Sheriff Will Travis
		Presentation	Proclamation declaring November 2016 as Arts Month in Flower Mound
		Presentation	Proclamation for "Hand to Paw Month" to be presented to Girl Scout Troop 4778
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on October 3, 2016.
		Consent	Consider approval of the purchase of new traffic signal detection equipment for the Traffic Detection Rehabilitation project, from Twincrest Technologies, through the TxSmartBuy program, in the amount of \$124,988.00.
		Consent	Consider approval of Change Order No. 2 for the Forest Vista Drive Reconstruction project, amending the contract with Tiseo Paving Company, for an increase to the contract amount of \$69,595.70; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase of materials and services identified in RFP No. TCPN-SWIII-10-5314 by Brown & Root Industrial Services, LLC., associated with rehabilitating Final Clarifier No. 2, of the Wastewater Treatment Plant Final Clarification Rehabilitation project, in the amount of \$308,498.00.
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0007 – Smith Tract) to amend Section 9.0, Wastewater Plan, to add the Smith Tract to the Wastewater Service Area depicted in Figure 1A, and to consider adopting an ordinance providing for said amendment. The property is generally bounded by Cross Timbers Road, Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road. (The Planning and Zoning Commission recommended by a vote of to at its October 10, 2016, meeting.)
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0006 – Smith Tract) to amend Section 7.0, Thoroughfare Plan, by amending the Rural Collector cross-section for Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road adjacent to the Smith Tract to remove the bike lane designation, and to consider adopting an ordinance providing for said amendment. The property is generally bounded by Cross Timbers Road, Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road. (The Planning and Zoning Commission recommended by a vote of to at its October 10, 2016, meeting.)

SCHEDULED	10/17/2016	Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0005 – Smith Tract) to amend Section 5.0, Parks and Trails Plan, by amending Figure 5.4, Trails Master Plan, to remove the Paved Multi-Use Trail, Equestrian Trail, Equestrian Trail Head, and Complete Streets-Bike Lanes within and adjacent to the Smith Tract, and to consider adopting an ordinance providing for said amendment. The property is generally bounded by Cross Timbers Road, Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road. (The Planning and Zoning Commission recommended by a vote of to at its October 10, 2016, meeting.)
	10/20/2016	Work Session	Joint work session with the Planning & Zoning Commission to include a presentation and discussion involving the Town's Master Plan and Land Development Regulations related to the following: 1) the Town's Master Plan (Land Use Plan, Land Use Plan Map, Specific Plan Areas, and Area Plans) including density, infill development, and senior housing; 2) the Town's Land Development Regulations involving the Town's floodplain standards and process for flood studies, and the Town's requirement and process for Traffic Impact Analyses.
	11/7/2016	Consent	Consider approval of Change Order No. 1 for the Timber Creek Road Paving Improvements project, amending the contract with XIT Paving and Construction, Inc., for an increase to the contract amount of \$17,952.55; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Amendment No. 2 to the Fiscal Year 2016-2017 Capital Improvement Program.
		Consent	Consider approval of a Professional Services Agreement with Innovative Transportation Solutions, Inc., to provide professional transportation services in the amount of \$75,000.00 annually, with a one year renewal option; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on October 17, 2016.
		Consent	Consider approval of the minutes from a work session of the Town Council held on October 20, 2016.
		Consent	Rippy Road Water Line Design Award.
		Consent	Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by amending a reduced school speed zone for Argyle Independent School District in Canyon Falls.
		Consent	Heritage Park Phase II Final Acceptance.
		Consent	Firewheel Drive Reconstruction Design Award.

SCHEDULED	11/7/2016	Consent	Consider approval of the award of Bid No. 2016-77 to Tiseo Paving Company, for the 2015 Street Reconstruction, McKamy Creek Road Reconstruction and McKamy Creek Right Turn Lane projects, in the amount of \$1,453,874.98; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Pintail Pump Station Capacity Improvements Change Order No. 1.
		Consent	Bakersfield Park Pedestrian Bridge Final Acceptance.
		Consent	Waketon Road Design Award.
		Consent	Lake Forest Boulevard Bridge and Waterline Design.
		Consent	Consider approval of a Professional Services Agreement for the design phase services of the Lift Station Improvements and Decommissioning Phase I project, with Alan Plummer Associates, Inc., for \$246,000; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Public Hearing to consider approval of an ordinance amending Chapter 94, "Trees", of the Land Development Regulations (LDR16-0002 – Tree Ordinance Amendments) of the Code of Ordinances by amending Section 94-22, entitled "Protected tree lists," Section 94-23, entitled "Tree survey; development projects," Section 94-32, entitled "Trees located in buildable area," Section 94-39, entitled "Mitigation requirements for authorized tree removal," Section 94-40, entitled "Incentives for preservation of protected, specimen, and historic trees," Section 94-51, entitled "Enumeration," Section 94-65, entitled "Residential lots," Section 94-66, entitled "Approved tree planting lists," Section 94-81, entitled "Exceptions," and deleting Section 94-67, entitled "Landscape credit for large trees," and to consider adopting an ordinance providing for said ordinance. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its May 23, 2016, meeting.)
	11/17/2016	Work Session	Presentation and discussion involving the Town's Land Development Regulations for undergrounding of overhead utilities
		Work Session	PLACEHOLDER: Joint Town Council and Transportation Commission work session
	11/21/2016	Consent	FM 1171 @ Kirkpatrick & FM 1171 @ Timber Creek Traffic Signals Final Acceptance.
		Consent	Timber Creek Road Paving Improvements (Kirkpatrick Lane to Glen Hollow) Change Order No.1 and Final Acceptance.
		Consent	Heritage Park Phase IV Design Award.
		Consent	Inflow/Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) Construction.

SCHEDULED	11/21/2016	Consent	2015 Street Reconstruction Testing Award.
		Regular	Consider approval of an ordinance canvassing and declaring the results of a special election held November 8, 2016, for charter amendments.
	12/5/2016	Consent	Inflow/Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) Testing Award.
		Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Consent	FM 1171 @ FM 2499 Eastbound Right Turn Lane Construction Award.
		Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
	12/15/2016	Work Session	Discuss Community Support funding policy
	12/19/2016	Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015 and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance No. 70-15, No. 04-16, No. 09-16, No. 13-16 and No. 29-16 for an adjustment to the _____ Fund and _____ Fund.
		Consent	Western O&M Facility (Temporary Fire Station No.6) Final Acceptance.
		Consent	Heritage Park Phase III Construction Award.
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016 and ending on September 30, 2017, as adopted by Ordinance No. __-16 for adjustments to the _____ Fund, _____ Fund, _____ Fund, _____ Fund, _____ Fund, and _____ Fund.
	2/16/2017	Work Session	PLACEHOLDER: Joint Work Session with ECC to include a presentation and discussion involving the Town's Sustainability Plan
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Consent	PLACEHOLDER: Modern Geosciences PSA
		Regular	Public Hearing to consider an application for a tree removal permit for nineteen (19) specimen trees on property proposed for development as The Lakes. The property is generally located west of Shiloh Road and north of Cross Timbers Road. (The Environmental Conservation Commission recommended approval by a vote of 4-2-0 at its June 7, 2016, meeting).
		Regular	PLACEHOLDER Consider approval of Exotic Animal Ordinance